



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

**Parks Canada Agency
Contracting Operations
635 – 8 Avenue S.W., Suite 1300
Calgary, AB T2P 3M3**

**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	
Shuttle Bus Service – Akamina Parkway, Waterton, AB	
Solicitation No. - N° de l'invitation 5P420-15-5245/A	Date March 04, 2016
GETS Reference No. – N° de référence de SEAG	
Client Reference No. – N° de référence du client n/a	
Solicitation Closes L'invitation prend fin – at – à 14 :00 on – le March 23, 2016	Time Zone Fuseau horaire - (MDT)
Address Inquiries to: - Adresser toute demande de renseignements à : Joanne Cuthbert	
Telephone No. - No de téléphone 403-292-4558	Fax No. – N° de FAX: 403-292-4475
Destination of Goods, Services, and Construction: Destinations des biens, services et construction : See Herein	
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 associated with the requirement.

1.2 Statement of Work

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

1.3 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 207 Fountain Avenue on Wednesday, March 16, 2016. The site visit will begin at 1:00 pm MST, at the Waterton Firehall.

Bidders are requested to communicate with the Contracting Authority no later than Thursday, March 10, 2016 to confirm their attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

1.4 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 Canada shall be deleted and replaced with the Minister of the Environment and Climate Change 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.

2.2 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.

Bids submitted directly to the Contracting Authority will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than six (6) 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.

2.4 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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid one (1) hard copy

Section II: Financial Bid one (1) hard copy

Section III: Certifications one (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 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

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 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

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

Bids will be evaluated against the Mandatory Technical Evaluation Criteria at Annex D – Technical Evaluation.

4.1.1.2 Point Rated Technical Criteria

Bids will be evaluated against the Point Rated Technical Evaluation Criteria at Annex D – Technical Evaluation.

4.1.2 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.

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; and
- b. meet all mandatory criteria;
- c. obtain the required minimum points specified for criteria numbers 1, 2 for the technical evaluation, and
- d. obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

4.2.2 Bids not meeting (a) or (b) or (c) and (d) 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
Evaluated Bid Price	\$55,000	\$50,000	\$45,000
Technical Merit Score	$(115/135) \times 60 = 51.11$	$(89/135) \times 60 = 39.56$	$(92/135) \times 60 = 40.89$
Pricing Score	$(45,000/55,000) \times 40 = 32.73$	$(45,000/50,000) \times 40 = 36.00$	$(45,000/45,000) \times 40 = 40.00$
Combined Rating	$51.11 + 32.73 = 83.84$	$39.56 + 36.00 = 75.56$	$40.89 + 40.00 = 80.89$
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 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 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 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](#) 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.

5.1.2 Additional Certifications Precedent to Contract Award

5.1.2.1 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.

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 Canada shall be deleted and replaced with the Minister of the Environment and Climate Change 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.

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 June 16, 2016 to September 18, 2016 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Joanne Cuthbert
Contracts, Procurement and Material Management Officer
Parks Canada Agency
National Contracting Services
Suite #1300, 635 – 8th Ave S.W.
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.

6.5.2 Project Authority

The Project Authority for the Contract is:

(inserted 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

The Contractor's Representative for the Contract is:

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 requested 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 – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) , as specified in Annex B for a cost of \$ **(inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 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

6.8.1 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.

Each invoice must be supported by:

- a. a copy of the passenger user manifest as described at Annex A – Statement of Work;
- b. a copy of the daily trip log(s) and relevant reservation records;

6.8.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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 Alberta.

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) 2010C (2015-09-03), 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 (OHS);
- (f) the Contractor's bid dated *(inserted at contract award)*

6.12 SACC Manual Clauses

SACC Manual Clause A1009C (2008-05-12) Work Site Access

SACC Manual Clause A9068C (2010-01-11) Government Site Regulations

SACC Manual Clause B6802C (2007-11-30) Government Property

SACC Manual Clause B9028C (2007-05-25) Access to Facilities and Equipment

6.13 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.

6.13.1 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.

6.13.2 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

6.14 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.

ANNEX “A” - STATEMENT OF WORK

Akamina Parkway Shuttle Bus Service – Waterton Lakes National Park Summer 2016

1. Background

Reconstruction of the parking area and other visitor facilities at Cameron Lake Day Use Area will necessitate closing the area for the 2016 summer season. Cameron Lake Day Use Area is located at the end of the Akamina Parkway, approximately sixteen (16) kilometres from the Waterton Park Townsite. The parkway is a narrow two lane road along which are two picnic areas and several popular trailheads to some of the premier hikes in Waterton Lakes National Park and in southern Alberta.

2. Objective

Parks Canada Agency requires a single contractor to provide a no-charge shuttle service for hiker and cyclist passenger users only from the Waterton Townsite to several locations along the Akamina Parkway to the Cameron Lake Day Use Area. The cost for this service will be to Parks Canada Agency based on a set fee, per passenger for one way and round trip destinations.

This service is required to minimize the impact of congestion along the parkway while maintaining access to popular hiking trails along the parkway and at Cameron Lake during the closure of the Cameron Lake Day Use Area and construction period.

For health and safety considerations, no pets are permitted on the shuttle service, with the exception of service dogs. This shuttle service contract is expected to be required for one (1) season only therefore the passenger vehicles will not be required to be handicapped accessible.

3. Scope of Work

The contractor will be responsible for the following:

Providing a no-charge shuttle service for hiker and cyclist passenger users only and their equipment (backpacks, bicycles).

The contractor must provide the requisite number of shuttle buses of adequate size (anticipated twelve to twenty four passenger capacity or larger depending on available turnaround options) and a bike rack that can carry four (4) bikes and/or an auxiliary trailer or truck to accommodate bicycles. These vehicles must be capable of safely transporting passengers, their equipment (backpacks, bicycles).

Shuttle services must be provided for the destinations set out below for both one way and round trip access. This service will be based on an as and when demand from several locations to be established in the Waterton Park Townsite to the following trailhead locations:

- Crandell Lake,
- Lineham Falls,
- Rowe/Tamarack,
- Akamina Pass,
- Summit Lake,
- Boundary Creek; and
- Carthew/Alderson

The contractor must provide the required services from June 16, 2016 through September 18, 2016.

The contractor must efficiently and effectively manage visitor use of the shuttle based on anticipated volume (see Appendix A) and expected timing of the demand, fully consistent with Parks Canada's high standards for visitor safety and client service.

A reservation service is the preferred tool to manage this service. The successful contractor can propose to Parks Canada Agency an alternative approach to the preferred reservation system for consideration. Parks Canada Agency will make the final determination on the tool that is to be used.

Consideration for requests by persons without a reservation for "walk-on" passenger service must be factored into the shuttle service plan.

3.1. Level of Service

The contractor must provide the requisite number of shuttle buses of adequate size (anticipated twelve to twenty four passenger capacity or larger depending on available turnaround options) and a bike rack that can carry four (4) bikes and/or an auxiliary trailer or truck to accommodate bicycles. These vehicles must be capable of safely transporting passengers, their equipment (backpacks, bicycles).

The frequency of trips provided along the parkway must meet user demand in terms of volume and timing throughout the contract period. The contractor must consider peak days and times of day. Appendix A (attached) provides annual hiker/cyclist numbers by trailhead based on one or more trail counter survey years since 2007, plus or minus fifteen percent (15%).

3.2. Townsite pick-up locations

A minimum of four pickup locations must be identified within the Townsite. These can include, but are not necessarily limited to the locations listed below. See Appendix B – Map of Waterton Townsite indicating the locations:

1. Playground on Windflower Avenue
2. Community Centre on Cameron Falls Drive or Fountain Avenue
3. The Parks Canada lot along Mount View Road and near Pat's
4. To be determined by the successful contractor

3.3 Parkway pick-up and drop off locations

For the duration of the Contract, the Contractor is responsible for pick up and drop off of passenger users and their equipment (backpacks, bicycles) at the following locations along the Akamina Parkway on each trip (see Appendix C).

1. Crandell Lake Trailhead (cyclists as well)
2. Lineham Falls Trailhead
3. Rowe/Tamarack Trailhead
4. Akamina Pass Trailhead (cyclists as well)
5. Cameron Lake Day Use Area (for access to Summit Lake, Boundary Creek and Carthew/Alderson Trailheads)

In the event a user fails to meet a scheduled return trip, the contractor must have a contingency plan in place to ensure adequate measures are taken to mitigate such a situation. For example, an additional trip to the designated pick up location. This plan must meet the approval of Parks Canada Agency. The contractor must notify the PCA Project Authority immediately upon return thereafter if the expected user is not encountered under the contingency plan.

The Contractor must provide emergency and operational communication with each shuttle vehicle.

3.4. Considerations.

- No other privately owned or commercially operated passenger vehicles will be allowed on the parkway during the period the shuttle will operate.
- Access to the Akamina Parkway and trailheads may be via a gate manned by the construction contractor working at the day use area.
- Requests by persons without a reservation for “walk-on” passenger shuttle service.
- The contractor must provide a contingency plan in the event a user fails to meet a scheduled return trip.

3.5. Deliverables

- Provide a no-charge shuttle service for hiker and cyclist passenger users only and their equipment (backpacks, bicycles).
- Provide a bike rack that can carry four (4) bikes and/or an auxiliary trailer or truck to accommodate bicycles.
- Maintain a reservation system for shuttle users, or an alternative tool approved by the PCA Project Authority effective to manage shuttle demand. The contractor must consider peak days and times of day.
- The contractor must keep a daily passenger log to record the total number of passenger users for that day.
- Passenger log(s) and reservation records must be submitted to the Parks Canada Agency Project Authority as part of a monthly manifest to be used for payment purposes based on the fees determined under the contract for the duration of the contract.

3.6. Payment

Parks Canada will make payment no more than once per month, based on a firm set fee, per passenger for either one way or round trip destination as described herein.

In the event a passenger does not show up for a reservation that has been made, without prior cancellation notice to the contractor the circumstance will be considered a no show. The contractor will be compensated a nominal firm fee, per passenger reservation as set out in the contract to compensate for the loss of potential business.

When prior notice has been provided to the contractor of a reservation cancellation, the contractor must make every attempt to fill that opening, based on user/passenger demand.

Each month the contractor must provide the PCA Project Authority a manifest containing a breakdown of the passenger usage, identifying both one way and round trips, walk-on(s), no show(s) and related cost. In support of the manifest the contractor must also provide the daily trip log(s) and the relevant reservation records for which payment is being claimed.

3.7. Additional Contractor Responsibilities

In accordance with the Alberta Traffic Safety Act and Transport Canada's Motor Vehicle Transportation Act (1987) and National Safety Code, the Contractor must:

- Keep each vehicle clean at all times;
- Provide driver uniforms (see section 5 Constraints);
- Ensure that each driver has a clean driving abstract and that they are appropriately licensed to drive the passenger vehicles for the duration of the Contract;
- Ensure that each vehicle is safe, inspected and certified prior to and for the duration of the Contract;
- Maintain a valid business license to permit operating in Waterton Lakes National Park for the duration of the Contract;
- Communicate effectively to potential users the availability of the shuttle service and how it works;
- Maintain an acceptable Safety Fitness Rating for the duration of the Contract;
- Ensure that each vehicle used in the performance of the work has a valid provincial Commercial Vehicle Inspection and that it is maintained for the duration of the Contract;
- Must provide emergency and operational communication with each shuttle vehicle; and
- Provide accurate statistics on number of passengers and trips to Parks Canada on a monthly basis.

4. Parks Canada Agency Responsibilities

Parks Canada shall:

- Extensively profile the shuttle through multiple media (e.g. social media, internet, public communications, community bulletins and posters, news media) in the months leading up to and throughout the 2016 summer season.
- Restrict access to Akamina Parkway for any other privately or commercially operated passenger vehicles for the duration of the contract.
- Reimburse the contractor in a timely manner.
- Provide updates on the construction conditions and or any changes that may impact the service to be provided.
- The trailheads along the parkway may be under temporary construction at varying times throughout the duration of the contract. Parks Canada will ensure that access to those trailheads is maintained for the shuttle bus while the work is being completed.

5. Constraints

- This service must be at no charge to all users
- The Contractor's staff will be required to wear a uniform that clearly identifies them as the shuttle service drivers. This could be as simple as black pants and white shirt complete with an appropriate identifier name tag.
- No pets, with the exception of service dogs, will be permitted on the shuttle service.

Appendix A – Typical annual hiker/cyclist numbers by trailhead based on one or more trail counter survey years since 2007

3,000 - Summit Lake, Boundary Creek and Carthew/Alderson

6,000 - Akamina Pass (approximately 475 cyclists included)

2,500 - Rowe/Tamarack

2,100 - Lineham Falls

3,300 - Crandell Lake (Akamina Parkway side only) (approximately 45 cyclists included)

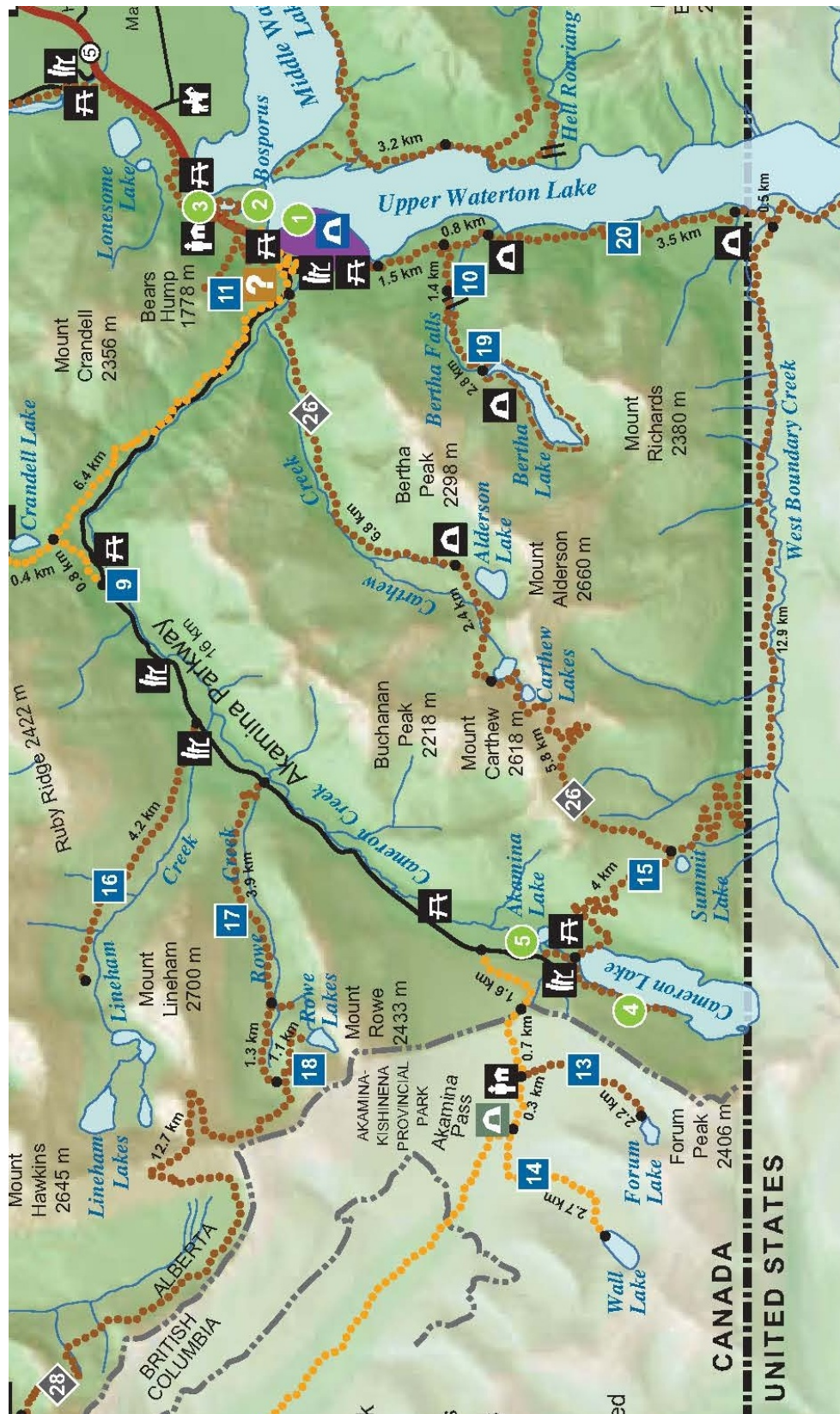
16,900 Total. Allow for plus or minus 15% (2,535).

Peak days typically occur last week of June through first week of September, especially on weekends and holidays.

Appendix B – Possible Townsite pickup locations



Appendix C – Akamina Parkway and trailhead locations



ANNEX B – BASIS OF PAYMENT

1. Firm Price Per Person/Passenger

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid a firm price per person/passenger as identified below.

The prices are in Canadian Dollars, and are for the provision of all costs required to satisfactorily perform the Work in accordance with Annex “A” except for those items provided by Parks Canada.

Prices are not to include GST or HST.

Parks Canada will make payments in accordance with the payment provisions of the Contract, no more than once per month.

Item No.	Description	Estimated Quantity		Unit Price (per person/passenger)	Total Extended Amount
1.	Summit Lake, Boundary Creek and Carthew/Alderson	One Way	2,500	\$	\$
		Round Trip	500	\$	\$
		Walk On(s)	100	\$	\$
2.	Akamina Pass	One Way	250	\$	\$
		Round Trip	5,750	\$	\$
		Walk On(s)	100	\$	\$
3.	Rowe/Tamarack	One Way	500	\$	\$
		Round Trip	2,000	\$	\$
		Walk On(s)	100	\$	\$
4.	Lineham Falls	Round Trip	2100	\$	\$
		Walk On(s)	50	\$	\$
5.	Crandell Lake (Akamina Parkway side only)	One Way	300	\$	\$
		Round Trip	3,000	\$	\$
		Walk On(s)	50	\$	\$
A.	Combined Estimated Extended Amount (Lines 1. through 5.)				\$

2. Reservation No Shows

See Annex A – Statement of Work, specifically section 3.6. Payment for more detail

Item No.	Description	Unit of Measurement	Estimated Quantity	Estimated Total Extended Amount
1.	Reservation - No Show(s)	Per Individual Passenger Reservation	100	\$
B.	Estimated Total Extended Amount			\$

Total Combined Estimated Price (A + B) (excluding applicable taxes)		\$
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Notes:

- (a). Bidders must submit their financial bid in accordance with the Basis of Payment.
- (b). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (c). Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (d). Additional payment terms and conditions will not apply to the contract.

ANNEX “C” – 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. 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		
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.

Name
Signature
Date

ANNEX “D” – EVALUATION CRITERIA**Akamina Parkway Hiker/Cyclist Shuttle – Summer, 2016****MANDATORY TECHNICAL CRITERIA**

Item No.	Evaluation Criteria
1.1.	Must submit a plan demonstrating how they will fulfil/meet the requirement demands set out in the Statement of Work. The plan must include the number of buses, size of bus/capacity.
1.2.	The bidder must demonstrate provisions for emergency and operational communication with each shuttle vehicle.

POINT RATED TECHNICAL CRITERIA

Item No.	Evaluation Criteria	Point Criteria	Weight	Maximum Weighted Points
1.	Proposed Methodology			
1.1	<p>The bidder should demonstrate their proposed methodology and scheduling to meet the anticipated demand, and consideration for emergency situations and procedures.</p> <p>The proposed methodology should:</p> <ul style="list-style-type: none"> Anticipate peak periods (days of week, holidays and times of day); Demonstrate the ability to create and maintain an efficient reservation system or acceptable alternative; Indicate what system the bidder will use to provide accurate statistics on number of passengers and trips to Parks Canada on a monthly basis; 	<p>0: There is no demonstration of proposed methodology and scheduling to meet the anticipated demand. No consideration for emergency situations and procedures is proposed.</p> <p>1 – 4: There is minimal demonstration of proposed methodology and scheduling to meet the anticipated demand. Minimal consideration for dealing with emergency situations and procedures is proposed.</p> <p>5 – 7: There is adequate demonstration of proposed methodology and scheduling to meet the anticipated demand. Adequate consideration for dealing with emergency situations and procedures is proposed.</p> <p>8 – 9: There is good demonstration proposed methodology and scheduling to meet the anticipated demand. Good consideration for dealing with emergency situations and procedures is proposed.</p> <p>10: There is exceptional demonstration of proposed methodology and scheduling to meet the anticipated demand. Exceptional consideration for dealing with emergency situations and procedures is proposed.</p>	6.0	60

	<ul style="list-style-type: none"> • Provide a procedure for dealing with hikers or cyclists who may return later than their anticipated shuttle reservation; • Provide procedure for dealing with overdue or missing hikers and cyclists, including a method to communicate that to Parks Canada staff; • Indicate an appropriate method to handle communicate any encountered emergency situations. 			
2. Technical Experience and Qualifications				
2.1.	<p>The Bidder should demonstrate their experience related operating this type of service or similar project in the past and the length of time or number of years or seasons they have been engaged in it.</p> <p>Operation of a similar service within the context of a protected heritage area preferred.</p>	<p>0: No demonstration of previous experience related to providing this type of service or similar project in the past.</p> <p>1- 4: Demonstrates some previous experience operating this type of service or similar project in the past equivalent (in months) to less than two years.</p> <p>5-6: Demonstrates previous experience operating this type of service or similar project in the past equivalent (in months) of two to five years.</p> <p>7-8: Demonstrates previous experience operating this type of service or similar project in the past for five to seven years.</p> <p>9-10: Demonstrates experience operating this type of service or similar project in the past for more than seven years.</p>	4.0	40
Combined Total Maximum Weighted Points Available				100

Item No	Evaluation Criteria	Maximum Weighted Points Available	Minimum Weighted Points Available
1.	Proposed Methodology	60	45
2.	Technical Experience and Qualifications	40	20
Required Minimum Weighted Points Overall		65	