



RETURN BIDS TO - RETOURNER LES SUBMISSION À :

Parks Canada Agency Bid Receiving Unit National Contracting Services 635 – 8 Avenue S.W., suite 1300 Calgary, AB T2P 3M3 Bid Fax No. (403) 292-4475

REQUEST FOR QUOTATION

DEMANDE DE PRIX

Quotation to: Parks Canada

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 goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Prix aux : 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 biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires:

This bid solicitation contains mandatory technical criteria. In their technical bid, Bidders must address clearly and in sufficient depth the criteria that are subject to technical evaluation.

Issuing Office - Bureau de distribution :

Parks Canada Agency National Contracting Services 635 – 8 Avenue S.W., suite 1300 Calgary, AB T2P 3M3

Title - Sujet Upper Lake Louise Shuttle Services				
Solicitation No N° de l'invitation 5P420-16-5049/A Date May 24, 2016				
Client Reference N 45372952	o N° de référence	du cl	ient	
GETS Reference N PW-16-00734060	o. N° de reference	de SI	EAG	
At - à : 02:00 PM	Solicitation Closes - L'invitation prend fin At - à : 02:00 PM On - le : June 14, 2016 Time Zone - Fuseau horaire Mountain Daylight Time (MDT)			
F.O.B F.A.B. Plant - Usine : □	Destination : ⊠	Othe	er - Autre : □	
Address Enquiries to - Adresser toutes questions à Adam Krisch				
Telephone No N° de telephone (403) 292-4560 Fax NoN° de télécopieur (403) 292-4475 Email Address - Courie adam.krisch@pc.gc.ca				
Destination of Goods, Services, and Construction - Destination des biens, services, et construction Lake Louise, AB				

TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

Vendor/ Firm Name - Raison sociale et adresse du fournisseur/

de l'entrepreneur	adiosco da roamiscodi,	
Address - Adresse		
•	Fax No N° de télécopieur	
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



Title - Sujet

Upper Lake Louise Shuttle Services

TABLE OF CONTENTS

PART '	1 – GENERAL INFORMATION	4
1.1 1.2 1.3 1.4	SECURITY REQUIREMENTSTATEMENT OF WORKDEBRIEFINGSTRADE AGREEMENTS	4
PART :	2 – BIDDER INSTRUCTIONS	5
2.1 2.2 2.3 2.4	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES – BID SOLICITATION APPLICABLE LAWS	5
PART:	3 – BID PREPARATION INSTRUCTIONS	6
3.1	BID PREPARATION INSTRUCTIONS	6
PART 4	4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 4.2	EVALUATION PROCEDURES	7
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART (6 - RESULTING CONTRACT CLAUSES	11
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14 6.15	APPLICABLE LAWS PRIORITY OF DOCUMENTS SACC MANUAL CLAUSES. INSURANCE – SPECIFIC REQUIREMENTS INSPECTION AND ACCEPTANCE	
	X "A"	
	TEMENT OF WORK	
	PER LAKE LOUISE SHUTTLE SERVICE SCHEDULE	
	NDIX "B"	
	PER LAKE LOUISE SHUTTLE BUS ROUTE	
	NDIX "C"	
	KING LOT PICTURES	

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - SujetUpper Lake Louise Shuttle Services

ANNEX "B"	24
BASIS OF PAYMENT	24
ANNEX "C"	25
INSURANCE REQUIREMENTS	25
ANNEX "D"	27
ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)	27
ANNEX "E"	
INTEGRITY PROVISIONS – LIST OF NAMES FORM	29

Solicitation No. - N° de l'invitation

5P420-16-5049/A

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client

45372952

Title - Sujet Upper Lake Louise Shuttle Services

PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

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.

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2016-04-04), 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 email to PCA will not be accepted.

2.3 Enquiries – Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

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)

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). 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
- 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 must address clearly and in sufficient depth the criteria that are subject to technical evaluation.

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client

Title - Sujet

Upper Lake Louise Shuttle Services

45372952

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

4.4.1.1 Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory criteria below.

Item No.	Evaluation Criteria	
1.	 In their technical bid, the Bidder must identify: The make of each bus that will be used in the performance of the work; The number of passengers that each bus can carry; and Sitting and standing passenger capacity for each bus. 	

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet <u>all</u> of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2007-05-25), Basis of Selection – Mandatory Technical Criteria

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.1.1 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 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.

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u>

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

<u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> 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? $\bf Yes$ () $\bf No$ ()

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.

5.1.2 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

Bidders may use the attached Integrity Provisions - List of Names form under Annex "E".

5.1.3 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

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

<u>Limited Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Employment and Social Development Canada (ESDC) - Labour's</u> 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.

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

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

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2016-04-04), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 05, 2016 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Adam Krisch Advisor, National Contracting Services Parks Canada Agency Chief Financial Officer Directorate 635 – 8 Avenue S.W., Suite 1300 Calgary, AB T2P 3M3

Telephone: (403) 292-4560 Facsimile: (403) 292-4475

E-mail address: adam.krisch@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

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

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:

*** to be 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:

Representative's Name:			
Title:			
Vendor/ Firm Name:			
Address:			
City:	Province/ Territ	ory:	Postal Code:
Telephone:		Facsimile:	
Email Address:			
Procurement Business Number or Goods and Services Tax Number:			

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 <u>Business Access Canada Website</u> (https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier). 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 <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

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 Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex "B" for a cost of \$ *** to be 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

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

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.
- **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 Direct Deposit

In April 2012, the Government of Canada announced that direct deposit would be replacing cheques as the primary payment method for the federal payments issued by the Receiver General for Canada by April 2016. If the Bidder is not set up for direct deposit, a Direct Deposit Enrollment Form will be required to be submitted to the Contracting Authority upon receipt of a Contract.

Additional information on this Government of Canada initiative is available at: http://www.directdeposit.gc.ca

6.10 Certifications

6.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.11 Applicable Laws

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

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

6.12 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 <u>2010C</u> (2016-04-04), General Conditions Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) Annex "D", Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) the Contractor's bid dated *** to be inserted at contract award ***.

6.13 SACC Manual Clauses

A1009C (2008-05-12), Work Site Access A9068C (2010-01-11), Government Site Regulations

6.14 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". 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.

6.15 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.

5P420-16-5049/A

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client Title - Sujet

Upper Lake Louise Shuttle Services

ANNEX "A"

STATEMENT OF WORK

1. Title

45372952

Upper Lake Louise Shuttle Services

2. Scope

2.1 Background

The Lake Louise area in Banff National Park is an iconic Canadian destination that welcomes millions of visitors every year. Traffic congestion to this scenic location has been an issue for decades and has become increasingly problematic with higher visitation each year.

Visitation to Lake Louise has increased steadily and has reached a point where there are now risks to public safety and quality visitor experiences. Different approaches have been employed over the years with the goal of alleviating traffic congestion, however the problem persists.

The development of a traffic management protocol and implementation of a shuttle service to Moraine Lake in the fall of 2013, which has expanded yearly since then, was a major step forward in managing the congestion to the Moraine Lake area in September.

The traffic management protocol developed for the Moraine Lake area was expanded to include Lake Louise in 2014. Based on the feedback received at the end of the summer season of 2015, a status quo approach is neither feasible nor desirable for the Lake Louise area.

Parks Canada is dedicated to finding a long term solution to traffic management in the Lake Louise area and committed to the implementation of a local transit system. The Lake Louise, Yoho and Kootenay (LLYK) Field Unit continues to work with local stakeholders to deliver on a local transit system, which is anticipated to be implemented in the summer of 2017 at the earliest. An interim measure must be implemented in order to help alleviate traffic congestion prior to the introduction of a local transit system.

2.2 Objective

Based on the success of the September shuttle service to Moraine Lake offered in the fall over the past three years, Parks Canada will implement a free return shuttle service from the Lake Louise Overflow parking lot to the Upper Lake Louise parking lot in 2016 to help alleviate traffic congestion on weekends and holidays in July and August, and during the September long weekend.

2.3 Reference Documents

- Appendix A: Upper Lake Louis Shuttle Service Schedule
- Appendix B: Upper Lake Louise Shuttle Bus Route
- Appendix C: Parking Lot Pictures

3. Requirements

3.1 Scope of Work

The Contractor will be responsible to provide a return shuttle service from the Lake Louise Overflow parking lot to the Upper Lake Louise parking lot. This shuttle service will operate on 23 days in July, August and September 2016. The shuttle service will be offered from 9:00 a.m. to 6:00 p.m.

Title - Sujet

Upper Lake Louise Shuttle Services

Month	Month July 2016		September 2016
Dates	1, 2, 3, 9, 10, 16, 17, 23, 24, 30 and 31	1, 6, 7, 13, 14, 20, 21, 27 and 28	3, 4 and 5
Total Number of Days	11 days	9 days	3 days

For the duration of the Contract, the Contractor will be responsible for round trip service for visitors at the following locations on each trip:

- Lake Louise Overflow parking lot located 5.5 km east of Lake Louise on the Trans-Canada Highway; and
- Upper Lake Louise parking lot located 4.7 km from the Trans-Canada Highway.

3.2 Level of Service

The Contractor must:

- **3.2.1** Provide enough shuttles to transport at least 1,160 return passengers per day. Parks Canada estimates that four (4) buses and a spare would be required to run the shuttle service as required;
- 3.2.2 Provide sufficient capacity to run buses between the Lake Louise Overflow parking lot and the Upper Lake Louise parking lot every fifteen (15) minutes as per schedule in *Appendix A* for a minimum of forty (40) passengers per run;
- **3.2.3** Provide buses with a minimum seating capacity of forty (40) passengers;
- **3.2.4** Provide the shuttle service from 9:00 a.m. to 6:00 p.m., with the first visitor pickup at the Lake Louise Overflow parking lot at 9:00 a.m. and the last visitor pickup at the Upper Lake Louise parking lot at 6:00 p.m. in accordance with the schedule in **Appendix A**; and
- 3.2.5 Provide extra runs at or after 6:00 p.m., if required, to return all passengers waiting in line for the last pickup at the Upper Lake Louise parking lot to their vehicles at the Lake Louise Overflow parking lot (additional runs will be paid at a per bus run rate).

Refer to *Appendix B* for Upper Lake Louise shuttle bus route and *Appendix C* for pictures of parking lots, which indicates the pickup and drop-off locations.

3.3 Contractor Responsibilities

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

- **3.3.1** Maintain the daily schedule in *Appendix A*;
- **3.3.2** Provide adequate number of buses and drivers to meet the schedule requirements;
- **3.3.3** Provide adequate number of buses and drivers to transport at least 1,160 return passengers per day as outlined in the *3.2 Level of Service*;
- **3.3.4** Provide excellent customer service;
- 3.3.5 Provide all bus drivers with matching uniforms that clearly identify them as the shuttle service drivers (this could be as simple as black pants and a white shirt with an appropriate identifier name tag);

Solicitation No	N°	de	l'invitation
5P420-16-5049/A			

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

- **3.3.6** Provide all bus drivers a means of communication while buses are in service (radios or cell phones);
- **3.3.7** Ensure all bus drivers are able to communicate in English;
- **3.3.8** Ensure that all bus drivers present Parks Canada in a positive and professional manner at all times:
- 3.3.9 Ensure that all bus drivers assist in the loading and unloading of passengers and baggage
- **3.3.10** Record the total number of passengers per trip including the number of adults, seniors and children (this information is to be submitted weekly for the duration of the Contract and a tracking sheet will be provided by Parks Canada);
- **3.3.11** Ensure that each bus driver has a clean driving abstract and that they are appropriately licensed to drive the passenger buses for the duration of the Contract;
- **3.3.12** Provide drivers accommodation at its own cost (if required);
- **3.3.13** Provide a spare bus on location in the event of a breakdown;
- 3.3.14 Keep each bus clean at all times;
- **3.3.15** Ensure the buses are clearly marked with the company logo and clearly indicate that contract services are being provided;
- **3.3.16** Display signs provided by Parks Canada in each bus:
- **3.3.17** Ensure that the buses are properly geared and have sufficient power to safely and effectively operate when fully loaded;
- **3.3.18** Maintain "Operating Status" in accordance with Alberta Transportation (https://www.transportation.alberta.ca/661.htm) for the duration of the Contract;
- **3.3.19** Ensure that all buses are approved for this service through the Commercial Vehicle Inspection Program (CVIP) and have a valid permit for the duration of the Contract (proof must be provided to the Project Authority prior to the operation of any bus in the performance of the work under the Contract);
- 3.3.20 Obtain and maintain insurance the specific insurance requirements for the duration of the Contract; and
- **3.3.21** Ensure that all bus drivers attend a shuttle program orientation provided by Parks Canada prior to the operation on any bus in the performance of the work under the Contract.

3.4 Support Provided by Canada

Parks Canada shall:

- **3.4.1** Provide a shuttle program orientation to all bus drivers;
- **3.4.2** Provide the daily schedules;
- **3.4.3** Provide a tracking sheet to record the total number of passengers per trip including the number of adults, seniors and children;

Solicitation No N° de l'invitation 5P420-16-5049/A	Amd. No N° de la modif. 00	Contracting Authority - Autorité contractante Adam Krisch
Client Ref. No N° de réf. du client 45372952	Title - Sujet Upper Lake Louise Shuttle Services	S

- 3.4.4 Provide a sign to display on each bus indicating it is the free shuttle in between the Lake Louise Overflow parking lot and the Upper Lake Louise parking lot; and
- 3.4.5 Provide a site map identifying the pickup and drop-off locations (see *Appendix B* and *Appendix C*).
- 3.5 Constraints
- **3.5.1** The busses are not required to be handicapped accessible;
- **3.5.2** Bicycles and pets will not be authorized on the bus;
- **3.5.3** The shuttle service must be free to all users;
- **3.5.4** Parks Canada, in conjunction with the Contractor, may decide on adding busses anytime during the duration of the Contract based on Contractor recommendation or outcomes observed;
- **3.5.5** Parks Canada reserves the right to request the removal of any drivers and a replacement is to be provided at no cost; and
- **3.5.6** Under no circumstances are drivers to accept tips from passengers.

Title - Sujet

Upper Lake Louise Shuttle Services

APPENDIX "A"

UPPER LAKE LOUISE SHUTTLE SERVICE SCHEDULE

Lake Louise Overflow to Upper Lake Louise INBOUND		Upper Lake Louise to Lake Louise Overflow OUTBOUND		
AM	AM PM AM		РМ	
9:00	12:00	10:00	12:00	
9:15	12:15	10:15	12:15	
9:30	12:30	10:30	12:30	
9:45	12:45	10:45	12:45	
10:00	1:00	11:00	1:00	
10:15	1:15	11:15	1:15	
10:30	1:30	11:30	1:30	
10:45	1:45	11:45	1:45	
11:00	2:00		2:00	
11:15	2:15		2:15	
11:30	2:30		2:30	
11:45	2:45		2:45	
	3:00		3:00	
	3:15		3:15	
	3:30		3:30	
	3:45		3:45	
	4:00		4:00	
			4:15	
			4:30	
			4:45	
			5:00	
			5:15	
			5:30	
			5:45	
			6:00	

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

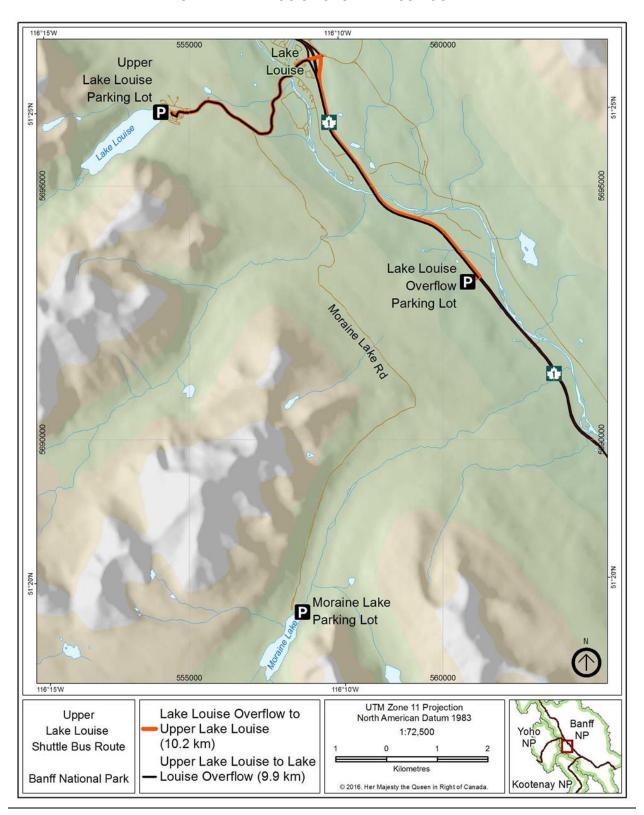
- Shuttle runs every 15 minutes
- Shuttle runs from the Lake Louise Overflow parking lot to the Upper Lake Louise parking lot from 9 a.m. to 4 p.m. (29 inbound trips)
- Shuttle runs from the Upper Lake Louise parking lot to the Lake Louise Overflow parking lot from 10 a.m. to 6 p.m. (33 outbound trips)

Note that the total distance in between the Lake Louise Overflow parking lot and the Upper Lake Louise parking lot is 10.2 km and that uninterrupted travel time is approximately ten (10) minutes one way. Based on the Moraine Lake shuttle service's statistics from previous years, at least an additional twenty (20) minutes each way should be estimated to account for pickup and drop-off times, and possible traffic congestion. Parks Canada estimates that four (4) buses (with a minimum seating capacity of forty (40) passengers) and a spare would be required to run the shuttle service as described in the Level of Service.

Title - SujetUpper Lake Louise Shuttle Services

APPENDIX "B"

UPPER LAKE LOUISE SHUTTLE BUS ROUTE



Title - Sujet

Upper Lake Louise Shuttle Services

APPENDIX "C"

PARKING LOT PICTURES

Lake Louise Overflow Parking Lot:



Lake Louise Overflow Shuttle Pickup/ Drop-off Location (by the kiosk and washroom building):



Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

Upper Lake Louise Bus Parking Lot Pickup/ Drop-off Location:



Title - Sujet

Upper Lake Louise Shuttle Services

ANNEX "B"

BASIS OF PAYMENT

1. Firm Prices for Required Services

The Contractor will be paid an all-inclusive firm prices for satisfactorily completing its obligations under the Contract in accordance with the Statement of Work at Annex "A" as specified below.

Item No.	Description	Firm Price (Total Evaluated Bid Price)
1.1	Four (4) buses and one (1) spare bus to provide a return shuttle service from the Lake Louise Overflow parking lot to the Upper Lake Louise parking lot over as required over eleven (11) days in July 2016 from 9:00 a.m. to 6:00 p.m.	\$
1.2	Four (4) buses and one (1) spare bus to provide a return shuttle service from the Lake Louise Overflow parking lot to the Upper Lake Louise parking lot over as required over nine (09) days in August 2016 from 9:00 a.m. to 6:00 p.m.	\$
1.3	Four (4) buses and one (1) spare bus to provide a return shuttle service from the Lake Louise Overflow parking lot to the Upper Lake Louise parking lot over as required over three (03) days in September 2016 from 9:00 a.m. to 6:00 p.m.	\$
Total I	\$	

2. Firm Unit Prices for Additional Services

Any resulting cost adjustments to the Contract shall be negotiated with the Contractor and must not exceed the all-inclusive firm unit prices as specified below.

Item No.	Description	Unit of Measurement	Firm Unit Price
2.1	Additional buses from 9:00 a.m. to 6:00 p.m. in the event that the four (4) working buses provided above are insufficient to adequately maintain the daily schedule as described in <i>Appendix A</i>	Per Day Per Bus	*
2.2	Extra run(s) at the end of the shuttle service (at or after 6:00 p.m.)	Per Run Per Bus	\$

- (a) All prices are in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (b) Firm prices and firm unit prices are all-inclusive. This includes but is not limited to all labour; equipment; materials; supplies; transportation; rentals; disbursements; accommodations; mobilization and demobilization; insurance; drivers; vehicles; fuel; etc. required to perform the work in accordance with the Statement of Work at Annex "A".

Title - Sujet

Upper Lake Louise Shuttle Services

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 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.
- 1.2 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:
 - Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency.
 - (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.

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

2. Automobile Liability Insurance

- 2.1 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.
- **2.2** 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 #6c Public Passenger Vehicles Endorsement.
 - (f) 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

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

ANNEX "D"

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

The following form is to be administered by the Project Authority after contract award and must be completed and signed prior to commencing work on Parks Canada Sites.

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
Project Manager		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

Mark "Yes" where applicable.

Name	Signature	Date
	(contractor), certify the ployees and all sub-contractors will comply with the sand conditions of the contract.	at I have read, understood and attest that my requirements set out in this document and
	The contractor and/or its subcontractor(s) will ensure respect of any emergency procedures applicable to	
	Where a contractor and/or its subcontractor(s) will substances in the work place, it will place warning the presence of the substances and any precautio hazard of injury or death.	signs at access points warning persons of
	The contractor and/or its subcontractor(s) has inspassessment and has put in place a health and safe accordingly, prior to the commencement of the wo	ety plan and informed its employees
	The contractor and/or its subcontractor(s) will ensure health and safety of Parks Canada employees.	ure that its activities do not endanger the
	The contractor and/or its subcontractor(s) will ensure all prescribed safety materials, equipment, de	
	The contractor and/or its subcontractor(s) will provequipment, devices and clothing.	ride all prescribed safety materials,
	The contractor and/or its subcontractor(s) will com legislation and Parks Canada's policies and proce safety.	
	A meeting has been held to discuss hazards and a foreseeable hazards have been identified to the co	

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante Adam Krisch

Client Ref. No. - N° de réf. du client 45372952

Title - Sujet

Upper Lake Louise Shuttle Services

ANNEX "E"

INTEGRITY PROVISIONS - LIST OF NAMES FORM

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

Bidder's business structure:		
(Sole proprietorship, corporation, joint venture, partnership, etc.)		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		