

**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS Á:**

**Parks Canada Agency  
P.O. Box 220  
6300 Highway 93S  
McKay Compound, Stores Building  
Radium Hot Springs, British Columbia  
V0A 1M0**

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

**Proposition 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 - Commentaries

Issuing Office - Bureau de distribution

Parks Canada Agency  
Lake Louise, Yoho, Kootenay Field Unit  
P.O. Box 220  
Radium Hot Springs, British Columbia  
V0A 1M0

Title-Sujet <b>Lake O'Hara Bus Service</b>		Date <b>March 8, 2017</b>
Solicitation No. - No. de l'invitation <b>5P424-16-0223</b>		Client Ref. No. - No. de réf du client.
Solicitation Closes L'invitation prend fin  at - á <b>02:00 PM</b> on - le <b>March 23, 2017</b>		Time Zone Fuseau horaire -  <b>Mountain Time</b>
F.O.B. - F.A.B. <b>Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/></b>		
Address Inquiries to: - Adresser toute demande de renseignements à :  <b>Eloise Meredith</b>		
Telephone No. - No de téléphone <b>(250) 347-6622</b>	Fax No. - No de FAX: <b>(250) 347-6621</b>	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:  <b>Parks Canada Agency Yoho, Kootenay, Banff, Jasper and Glacier National Parks</b>		
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur		
Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur		
Signature		Date

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the work.

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **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 (Parks Canada Agency) will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian

Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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 copies)

Section II: Financial Bid (one (1) hard copies)

Section III: Certifications (one (1) hard copies)

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>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should also demonstrate how they propose to meet the Point Rated Technical Criteria at Annex "F".

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

Bidders must submit the certifications and additional information 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 at Bid Closing

Failure to meet any of the following **mandatory** criteria at bid closing will render Contractor submission non-responsive and it will be given no further consideration.

- a) List of proposed Equipment to be used as per Annex "E". Equipment will meet the requirements in Annex "A" Statement of Work.
- b) **The Bidder is required to submit a minimum of two (2) professional references with their tender.** References must confirm the contractor's experience in successfully completing similar projects.
- c) Attach a business plan that shows the Bidder's ability to perform the full scope of the work described in Annex "A" Statement of Work.

##### Business Plan Outline

This submission should consist of the proponent's concepts for the business which will permit Parks Canada to make a realistic assessment of the proponent's capabilities. This information may be in various forms, including but not limited to written descriptions, scale drawings, photographs, artistic renderings, material samples, etc.

The following Business Plan outline should be used in the submission:

- A. Description of business
  - history/start-up of business
  - legal status and particulars
- B. Business Objectives
  - objectives should be clear, measurable and realistic
  - may relate to project size, costs etc
- C. Management Abilities
  - proponent's background
  - practical and/or related experience
- D. Physical Requirements and Equipment
  - ability to meet equipment requirements (vehicles, radio/phone, etc)
  - insurance coverage
  - description of equipment/supplies to be used or associated options the contractor would be prepared to provide. Environmental impacts of bus operations will be carefully considered.
  - maintenance abilities and contingency plan
- E. Internal Operations
  - data collection (visitor statistics)
  - security
  - employee requirements

#### F. Operating Plan

- required services
- quality control
- staffing, employee training and goals
- co-ordination
- communication
- flexibility to accommodate demands

Throughout the business plan, it would be appropriate for the proponent (where applicable) to address the following issues:

- environmental stewardship
- use of both official languages (English and French)
- safety (visitor and employee safety and emergency action)
- flexibility to adjust operations to meet demands
- staff accommodation

#### 4.1.1.2 Point Rated Technical Criteria

Bids will be evaluated per the Point Rated Technical Criteria at Annex H.

#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Minimum Point Rating

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 75% in the technical evaluation criteria of sections A & B – “Contractor Experience” and “Methodology and Comprehension/ Understanding of Work”.
  - d. Obtain the required minimum of 75% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **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. Unless specified otherwise, 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 Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2 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.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

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

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

### 5.2.3.2 Education and Experience

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

## **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 the 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>) 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.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from June 16, 2017 to October 31, 2018 inclusive.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **one additional one year period** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Eloise Meredith  
Contracting Officer  
P.O. Box 220  
Radium Hot Springs, British Columbia V0A 1M0

Telephone: 250-347-6622 Facsimile: 250-347-6621 E-mail address: eloise.meredith@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: **To Be Announced**

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.

## 6.6 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 Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B Basis of Payment, for a cost of \$\_\_\_\_\_ (insert the amount 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.

6.8.2 Invoices must be distributed as follows:

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

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.10 Applicable Laws**

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (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, Public Bus System Protocols, April 2014
- (g) Annex E, Lake O'Hara Road Vehicle Operating Guidelines, 2010
- (h) Annex F, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (i) Annex G, Equipment Statement; and
- (j) the Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s))

## 6.12 Insurance 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX "A" STATEMENT OF WORK**

### **Provision of a visitor transportation system (VTS) between the Trail-head Parking lot near the Trans-Canada Highway and ending at Lake O'Hara in Yoho National Park, British Columbia**

#### **1. General Description**

**Parks Canada manages a public bus transportation system that provides access into Lake O'Hara, Yoho National Park. The system primarily serves the needs of day visitors, campers and Alpine Club of Canada (ACC) patrons. Lake O'Hara Lodge patrons may also utilize this service as desired; however the needs of the Lodge will for the most part be met by the Lodge's exclusive transportation service. The public service is provided by a third party operating under a contract to Parks Canada.**

Although day visitors are free to hike into and out of the Lake O'Hara area, the vast majority of them and the overnighers use the bus service. As a result, the bus systems, in conjunction with the capacities set out in the Lodge Lease, the ACC's Licenses of Occupation and in the Lake O'Hara campground, provide the means to effectively manage human use at reasonable levels.

By necessity a bus reservation system and an allocation of seats by user group have been set to avoid visitor conflicts and ensure a high degree of client satisfaction.

This contract is for the provision of a visitor transportation system (VTS) between the trail-head parking lot located near the Trans-Canada Highway and ending at Lake O'Hara in Yoho National Park, British Columbia. This contract will be for a period of two years commencing on June 16, 2017 and expiring October 31, 2018. Parks Canada retains the option of extending the contract for an additional period of up to one year expiring October 31, 2019.

The work involves operation of a safe, high quality public bus transportation system that meets the requirements of all area users (Lake O'Hara Lodge Guests, Alpine Club of Canada hut users and Parks Canada campground users) from the trail-head parking lot located near the Trans-Canada Highway to Lake O'Hara.

#### **1.1 Location**

The Lake O'Hara access road is eleven (11) kilometres in length, starting at the trail-head parking lot near the Trans-Canada Highway at an elevation of 5,300 feet and ending at Lake O'Hara at an elevation of 6,600 feet. The road is a narrow gravel road with steep grades and sharp curves throughout its climb to Lake O'Hara. It is a restricted access road and is gated at the lower end. Access is permitted only for official business.

#### **2. Contractor's Responsibilities**

The Contractor is responsible for providing all labour, material, supplies and equipment required to perform the work, except as otherwise indicated under Parks Canada's Responsibilities.

2.1 The service provider will provide two (2) passenger buses, each with a minimum seating capacity for thirty six adult passengers. The buses shall be equipped with a separate baggage compartment suitable to accommodate the volume and weight of personal effects consistent with the Lake O'Hara baggage protocols included in Annex "D" and in compliance with applicable standards and regulations.

2.2 It will be a requirement of Parks Canada, Her Majesty that all drivers employed by the contractor possess the following skills/qualifications:

- A minimum of a Class 2 B.C. driver's license/or Alberta equivalent;
- Knowledge of all aspects of safe driving;
- Knowledge of the Lake O'Hara area including natural and cultural background and services;
- Ability to understand needs of and provide for accessible service for disabled visitors;
- Strong interpersonal skills;
- Bilingual (English and French) abilities required for minimum of 50% of drivers (desirable).

2.3 The contractor will be required to obtain and maintain a park business license. If the contractor has an existing park business license, the contractor is required to amend their license to include details of this contract.

2.4 The contractor will be responsible for obtaining and maintaining for the entire duration of the contract agreement, third party liability insurance to a minimum of two million dollars and a Public Passenger Vehicle Endorsement in the amount of two million dollars (see Annex "C"). Documentation to demonstrate ability to obtain insurance must be submitted.

2.5 Parks Canada, Her Majesty will establish a service schedule (see Annex "E" for 2010 service schedule). The contractor will be responsible for maintaining established schedule. Parks Canada reserves the right to modify this schedule to meet with visitor demands and/or needs. If the hours of service are changed as a result of this, Her Majesty reserves the right to negotiate modifications to proposal.

2.6 The contractor will be responsible for providing a high standard of cleanliness and condition (both mechanically and physically) for vehicles used in the provision of this service. Mechanically sound is as defined per federal or provincial laws, acts and regulations. The contractor shall ensure each bus has a valid provincial vehicle registration or equivalent permit and a current Commercial Vehicle Inspection Certificate Decal. The decal shall be displayed on the vehicle at all times. The vehicles must meet or exceed established emission standards, have a uniform and acceptable paint surface (both interior and exterior), have interior seating etc that is in good condition and must be equipped and maintained to meet the National Safety Code for commercial bus operations. In the event of breakdown of vehicle(s), the contractor must have the ability to continue to provide all established service.

2.7 The contractor will ensure that the buses are properly geared and have sufficient power to safely and effectively operate on the Lake O'Hara road when fully loaded.

2.8 The contractor will be responsible to ensure that all of their staff present Parks Canada in a positive and professional manner at all times. If the contractor has concerns relating to Parks Canada, it is the contractor's responsibility to communicate and clarify concerns with established Parks Canada contacts.

2.9 The contractor shall be responsible for the distribution and collection of bus fare tokens

2.10 The contractor shall be responsible for the sale of one-way fares to passengers who may have walked into the area and desire to ride a bus out. Daily tracking and monthly reconciliation of fare transactions is required.

2.11 The contractor will ensure that drivers assist in the loading and unloading of passengers and baggage as set out in the "Public Bus Service Protocols"® as they may change from time to time. Refer to Annex "D".

2.12 The contractor will operate vehicles on the Lake O'Hara access road in a manner consistent with the "Vehicle Operating Guidelines" as they may change from time to time. Refer to Annex "E".

2.13 Parks Canada has obligations to provide services in both official languages, English and French. Uni-lingual staff must have the ability to provide for service in second official language by alternative means such as phone or radio communication. Parks Canada will provide contractor with copies of en route commentary text in French. It will be the responsibility of the contractor to ensure that this material is distributed for an alternative service offer when the driver cannot provide second language service.

**(Please note that this is a desirable condition)**

2.14 The Environmental Assessment Act establishes standards relating to the National Parks. If there are any circumstances related to the provision of this service that require attention as a result of provision of this Act, the contractor will be responsible for compliance with the same.

2.15 Buses shall be two-way radio equipped and contain a public address system. The radio's shall be properly licensed and equipped with frequencies as set out by Parks Canada.

2.16 Drivers shall be provided with a distinctive uniform and name tags that clearly indicate contractor/service provider status.

2.17 The buses shall be clearly marked with the company logo and clearly indicate that contract services are being provided.

2.18 The contractor must ensure that drivers are trained and equipped to remove small diameter trees [less than 25 cm.] and other small obstacles from the access road if and when necessary.

2.19 The contractor shall be willing to collect and pass on to Parks Canada all formal complaints and be willing and able to distribute and collect visitor satisfaction surveys as requested by Parks Canada from time to time. Surveys will only be conducted with prior approval by Parks Canada.

2.20 The contractor shall, in the absence of a Parks Canada attendant, be willing to periodically check the reservations of bus patrons and provide transportation services accordingly. It is anticipated that this requirement would be an operational oddity that would most likely be triggered by emergencies and / or other extraordinary operational demands.

2.21 The contractor shall be required to demonstrate a willingness to work cooperatively and foster good relations with clients including the Lake O'Hara Lodge, the Alpine Club of Canada and the Lake O'Hara Trails Club and other public visitors to the area.

## 2.22 Occupational Certification

The Contractor is responsible for:

- performing the work in accordance with the Occupational Health and Safety Act.
- ensuring all its staff have training as specified by Occupational Health and Safety for their area of operation and will include training in workplace hazardous materials and transportation of dangerous goods, where applicable (WHMIS and TGDR).
- providing documentation regarding the above noted to the Parks Canada Representative as requested.
- attend periodic meetings as scheduled by the Parks Canada Representative to review work plans and address concerns and problems.

## 2.23 Schedule

The Contractor is responsible for providing service according to the following schedule:

### 2.23.1 Operational Dates for Service:

- June 16, 2017 to October 2, 2017
- June 15, 2018 to October 1, 2018
- June 14, 2019 to Sept 30, 2019 should Parks Canada choose to exercise its right to extend the length of the contract to include one more operational season.

2.23.2 The visitor transportation system for Lake O'Hara will operate seven (7) days per week for the period from season start in mid June until early October.

### 2.23.3 The buses shall be scheduled as follows:

For 2017: June 16 until October 2:

For 2018: June 15 until October 1:

For 2019: June 14 until September 30: should Parks Canada choose to exercise its right to extend the length of the contract to include one more operational season.

No. Buses	Departing the bottom	No. Buses	Departing the Lake
2	8:30 AM	2	9:30 AM
2	10:30 AM	1	11:30 AM
		1	2:30 PM
2	3:30 PM	2	4:30 PM
2	5:30 PM	2	6:30 PM

2.23.4 In addition the operator shall be prepared to provide twelve (12) additional round trips during the period of operation in order to handle any over demand by area visitors. The decision to add extra runs will be made in conjunction with Parks Canada.

## 3. Parks Canada's Responsibilities

Parks Canada is responsible for:

- Administering a quota and reservation system. The service provider will not be required to administer any reservation system but will be expected to comply with quotas as required by Parks Canada.
- Assisting visitors, checking reservations, issuing additional bus tickets and providing orientation / information to patrons departing from the highway parking lot.
- Maintaining the road in a reasonable condition.
- Establishing level of service and other public bus service protocols.
- Allowing Contractor to place a fuel cell in the Lake Louise Compound for fuelling purposes.
- Allowing Contractor to park buses overnight behind locked gate at bottom of Lake O'Hara road.
- Assessing the Contractor's performance through various means such as inspections, customer complaints and surveys.
- Arranging for and attending periodic meetings with the Contractor to review work plans and address concerns and problems.
- Providing the Contractor with details of any complaints received which is to include, as a minimum, the location, date and time of the occurrence.

**ANNEX "B" BASIS OF PAYMENT**

- Bidders must provide firm unit prices per period (inclusive of all labour and expenses) for the work for all years of the contract including option years is listed.
- Price is exclusive of Tax. The HST/GST is to be identified as a separate amount on all invoices.
- The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Annex will be corrected by Canada.

Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the Statement of Work, Annex A. Pricing must include all costs associated with completing the work including but not limited to all supplies, equipment, Mobilization, De-Mobilization, travel etc.

**Bid Price per year:**

**June 16, 2017 – October 2, 2017**

		Unit	Quantity	Price per unit	Extended Total
1	Lake O'Hara bus shuttle service 2017 season – 2 buses per day	day	109		
2	Additional round trips during regular operational day (if required)	trip	12		
				<b>2017 Bid Price</b>	

**June 15, 2018 – October 1, 2018**

		Unit	Quantity	Price per unit	Extended Total
1	Lake O'Hara bus shuttle service 2018 season – 2 buses per day	day	109		
2	Additional round trips during regular operational day (if required)	trip	12		
				<b>2018 Bid Price</b>	

**June 14, 2019 – September 30, 2019 (Option Year 1)**

		Unit	Quantity	Price per unit	Extended Total
1	Lake O'Hara bus shuttle service 2019 season – 2 buses per day	day	109		
2	Additional round trips during regular operational day (if required)	trip	12		
				<b>2019 Bid Price</b>	

**Total Price for 3 years      \$ \_\_\_\_\_**

**This section, when completed, will be considered as the Bidder's financial proposal.  
 Price**

## **ANNEX "C" INSURANCE REQUIREMENTS**

### G2001C (2008-05-12) 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 Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.
  - (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.

G2020C (2008-05-12) 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 #6a - Permission to Carry Passengers for Compensation or Hire
- f) OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement

**ANNEX "D"** Public Bus System Protocols, April 2014

**(see attached)**

**ANNEX "E"** Lake O'Hara Road Vehicle Operating Guidelines, 2010

**(see attached)**

**ANNEX "F" ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)**

**The following form 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/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work
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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 "G" Equipment Statement

The Tenderer shall, in the space provided hereunder, furnish a list and a complete description of all equipment available for the satisfactory completion of all work required of this contract. The listed equipment must meet the specifications required in Annex A.

Description of unit (make, model and year)	Auxiliary and/or special attachments

## ANNEX "H" Evaluation Criteria and Contractor Selection Method

### 1. Basis of Selection – Minimum Point Rating

1.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 75% in the technical evaluation criteria of sections A & B – "Contractor Experience" and "Methodology and Comprehension/ Understanding of Work".
- d) Obtain the required minimum of 75% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.

1.2 Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### 2. Mandatory Submission Criteria

#### 2.1 Mandatory Criteria at Bid Closing

**Failure to meet any of the following mandatory criteria at bid closing will render the bid non-responsive and it will be given no further consideration.**

- a) List of proposed Equipment to be used as per Annex "E". Equipment will meet the requirements in Annex "A" Statement of Work.
- b) **The Bidder is required to submit a minimum of two (2) professional references with their tender.** References must confirm the contractor's experience in successfully completing similar projects.
- c) Attach a business plan that shows the Bidder's ability to perform the full scope of the work described in Annex "A" Statement of Work.

#### Business Plan Outline

This submission should consist of the proponent's concepts for the business which will permit Parks Canada to make a realistic assessment of the proponent's capabilities. This information may be in various forms, including but not limited to written descriptions, scale drawings, photographs, artistic renderings, material samples, etc.

The following Business Plan outline should be used in the submission:

- A. Description of business
  - history/start-up of business
  - legal status and particulars
- B. Business Objectives
  - objectives should be clear, measurable and realistic

- 
- may relate to project size, costs etc
  - C. Management Abilities
    - proponent's background
    - practical and/or related experience
  - D. Physical Requirements and Equipment
    - ability to meet equipment requirements (vehicles, radio/phone, etc)
    - insurance coverage
    - description of equipment/supplies to be used or associated options the contractor would be prepared to provide. Environmental impacts of bus operations will be carefully considered.
    - maintenance abilities and contingency plan
  - E. Internal Operations
    - data collection (visitor statistics)
    - security
    - employee requirements
  - F. Operating Plan
    - required services
    - quality control
    - staffing, employee training and goals
    - co-ordination
    - communication
    - flexibility to accommodate demands

Throughout the business plan, it would be appropriate for the proponent (where applicable) to address the following issues:

- environmental stewardship
- use of both official languages (English and French)
- safety (visitor and employee safety and emergency action)
- flexibility to adjust operations to meet demands
- staff accommodation

### 3. Technical Rated Criteria

Bidders must insure that they have included sufficient documentation to prove compliance with the following technical criteria. Parks Canada Agency will only evaluate the documents included in the bid. No websites or electronic submissions will be evaluated.

#### **A) CONTRACTOR EXPERIENCE (maximum 150 POINTS, Minimum 75% required)**

##### **i) Relevant Experience (up to 150 points)**

A demonstration that the Contractor has the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work – Appendix A as it relates to evidence that the Contractor has a good track record, has experience with providing public bus transport, and has proven past performance in this field of work.

The Contractor shall provide, but not be limited to, 2 project references.

Evidence of the Contractor's experience and past performance will be assessed on a submission of up to two (2) recent contracts or projects rendered, wherein the range of services provided are comparable to those described in this Request for Proposal (RFP). The projects must be of a similar size, scope and completed within the last five (5) years. References may be a combination of Government contracts and/or other industry contracts. The references must be verifiable.

If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

Each reference should address, but not be limited to, the information contained in the following list:

- Name of client organization or company
- Name, title, telephone number and email of contact
- Project title and a detailed description of Project or Contract including:
  - Approximate scale of the project/contract
  - Location of the project or contract
  - Dollar value of the project or contract
  - Duration of the project including start date (month and year) and end date (month and year)
  - personnel who worked on the project
  - Role of the Bidder

#### **B) METHODOLOGY AND COMPREHENSION/UNDERSTANDING OF WORK (maximum 250 POINTS, Minimum 75% required)**

The proposed approach, methodology, and work plan should demonstrate to the Evaluation Committee the following:

- Understanding of the overall project
- Implementation of project objectives and requirements
- Understanding of the issues and challenges and how they might be overcome
- Range and detail of services to be provided

Points for Methodology, Comprehension and Understanding of Work components/categories will be allocated on a percentage basis as follows:

- a) If response is deficient; 0% of available points awarded
- b) If response includes some information but is missing substantial amount of critical information or is poorly described; then 50% of available points awarded
- c) If response includes most of information required to meet the established requirements; then 75% of available points awarded
- d) If response includes substantive information and exhibits a thorough understanding of the requirement; then 85 to 100% of available points awarded

### TECHNICAL COMPONENT SCORING SUMMARY

Point Rated Requirement	Maximum Points	Points Attained
<b>A) CONTRACTOR EXPERIENCE (max 150 points)</b>		
i) <u>Relevant experience</u> Two (2) project descriptions demonstrating the degree of experience of contractor in successfully completing similar projects	150	
<b>Total maximum marks this section (Minimum points acceptable = 75% / 112.5 points)</b>	<b>150</b>	
<b>B) METHODOLOGY AND COMPREHENSION/UNDERSTANDING OF WORK (MAX 250 POINTS)</b>		
i) <u>Resources</u> The proposal must demonstrate that the proponent is able to obtain qualified drivers, obtain timely servicing and maintenance, and identify the size and type of buses and other related equipment required to meet the obligations of the contract. Proposal needs to consider the use of environmentally friendly technologies in the provision of the service and the desirability of bilingual capability.	50	
ii) <u>Operations</u> The proposal must include a business plan as outlined above which demonstrates that the proponent will be able to effectively provide the services for the VTS operation. The plan should be provided in sufficient detail to clearly understand how the contractor intends on carrying out the statement of work.	50	
iii) <u>Quality of Information</u> The proposal should be presented in a clear, organized and logical manner and demonstrate that the proponent has a clear understanding of the requirements necessary for the provision of the service ensuring that all issues are addressed.	50	
iv) <u>Occupational Health and Safety</u> The proposal should describe: - a safety plan including hazard assessment - training provided to staff working on this project safety training.	50	
v) <u>Environmental Standards</u> Ability, approaches, and methods proposed meet or exceed environmental standards required of the project.	50	
<b>Total maximum marks this section Minimum points acceptable = 75% / 187.5 points</b>	<b>250</b>	
<b>TOTAL POINTS AVAILABLE</b>	<b>400</b>	
<b>Overall Minimum Points Acceptable (75%)</b>	<b>300</b>	

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 75% in the technical evaluation criteria of sections A & B – “Contractor Experience” and “Methodology and Comprehension/ Understanding of Work”.
- d) Obtain the required minimum of 75% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.