



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À :**  
 Parks Canada Agency Bid Receiving Unit  
**Banff National Park**  
 216 Hawk Avenue  
 P.O. Box 900  
 Banff, Alberta T1L 1K2

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

**Proposal to: Parks Canada Agency**

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

**Proposition à : l'Agence Parcs Canada**

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

**Comments - Commentaires**

**Issuing Office - Bureau de distribution :**

**Parks Canada Agency**  
**Banff National Park**  
 P.O. Box 900  
 216 Hawk Avenue  
 Banff, Alberta  
 T1L 1K2

<b>Title – Sujet</b>		
<b>Shuttle / Transit Service Banff to Johnston Canyon</b>		
<b>Solicitation No. - N° de l'invitation</b> 5P421-18-0468/A	<b>Date</b> January 19, 2018	
<b>Client Reference No. - N° de référence du client</b> N/A		
<b>GETS Reference No.   N° de référence de SEAG</b> PW-18-00812977		
<b>Solicitation Closes - L'invitation prend fin</b>	<b>Time Zone - Fuseau horaire</b>	
<b>At - à :</b> 2 :00PM <b>On - le :</b> February 8, 2018	MDT	
<b>F.O.B. - F.A.B.</b>		
<b>Plant - Usine :</b> <input type="checkbox"/> <b>Destination :</b> <input checked="" type="checkbox"/> <b>Other - Autre :</b> <input type="checkbox"/>		
<b>Address Enquiries to - Adresser toutes questions à</b> Rose Marino		
<b>Telephone No. - N° de telephone</b> 403-760-1319	<b>Fax No. -N° de télécopieur</b> 403-762-5057	<b>Email Address - Courriel</b> Rose.marino@pc.gc.ca
<b>Destination of Goods, Services, and Construction - Destination des biens, services, et construction</b> Banff National Park, Banff Alberta		

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

<b>Vendor/ Firm Name - Raison sociale et adresse du fournisseur/ de l'entrepreneur</b>	
<b>Address - Adresse</b>	
<b>Telephone No. - N° de telephone</b>	<b>Fax No. - N° de télécopieur</b>
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

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**Contracting Authority - Autorité contractante**  
Rose Marino

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

**Title - Sujet**  
**Shuttle / Transit Service Banff to Johnston Canyon**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this contract.

### **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 Canadian Free Trade Agreement (CFTA).

## **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 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

### **2.2 Submission of Bids**

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to PCA will not be accepted.

### **2.3 Former Public Servant**

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

## **Definitions**

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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 five (5) 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 Alberta

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: 3 hard copies

Section II: Financial Bid: 1 hard copies

Section III: Certifications: 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

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

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

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

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

##### **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.

## **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**

Technical bids will be evaluated against the mandatory technical criteria at Annex "F".

##### **4.1.1.2 Point Rated Technical Criteria**

Technical bids will be evaluated against the point rated technical criteria at Annex "F".

#### **4.1.1 Financial Evaluation**

SACC Manual Clause A0220T (2016-04-04), Evaluation of Price.

### **4.2 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 criteria; and
  - c. obtain the required minimum of 75% percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 270 points.

Bids not meeting (a) or (b) or (c) 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. 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](#) website

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(<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

Section 17 of the Policy requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. Bidders must provide the information requested at Annex "D", Integrity Provisions – List of Names for Integrity Verification Form.

### 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

### 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 Work is to be performed during the period of May 18, 2018 to March 31, 2019.

### 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 two (2) additional one (1) year periods 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 60 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:

Rose Marino  
Contracting Advisor  
Parks Canada Agency  
Banff Field Unit

Telephone: 403-760-1319 Facsimile: 403-762-5057 E-mail address: rose.marino@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 determined 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.

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### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

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

Canadian Bidders are requested to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the [Business Access Canada Website](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<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 [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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" 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

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.

### 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) 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; and
- (f) Annex "D", Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) the Contractor's bid dated \_\_\_\_\_ (***insert date of bid***) (***if the bid was clarified or amended, insert at time of contract award:***, as clarified on \_\_\_\_\_ ***OR***, as amended on \_\_\_\_\_ ***and insert date(s) of clarification(s) or amendment(s)***).

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### **6.13 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified 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.**

### **6.14 Inspection and Acceptance**

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

## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 Scope

##### 1.1 Objective

Parks Canada is seeking to augment the local transit service by continuing to provide national park shuttle services to visitors between the Town of Banff and the Johnston Canyon area, as a means to contribute to the reduction of traffic congestion.

##### 1.2 Background

With over four million visitors per year, Banff National Park is Canada's most visited national park, and the 4<sup>th</sup> most visited in North America. The primary visitor centres for the park are in the town of Banff and the hamlet of Lake Louise. Approximately 80% of park visitors stop in the communities during their visit to the park.

Lake Louise is one of the most visited and congested attraction areas within the park. From May to September, vehicular traffic far exceeds available road and parking capacity. This results in significant traffic congestion, public safety hazards, and a poor visitor experience.

Establishing transit service between these locations, Banff and Johnston Canyon will allow Parks Canada to offer a convenient, cost-effective, accessible, recognizable service where residents and visitors may leave their cars at their hotel/ camp site/ home, and use the transit services to access these popular recreational areas.

#### 2.0 Requirement

##### 2.1 Scope of Work

Parks Canada is seeking a Commercial Bus Service to provide sufficient buses to operate a transit service, from the town of Banff to Johnston Canyon area in order to provide a reliable, convenient, timely, cost-effective transportation of park visitors.

##### 2.2 Service Delivery

2.2.1 Operate the shuttle service from May 18 to October 8, 2018. (144 days of service)

2.2.1 a) Option year one - Operate the shuttle service from May 17 to October 14, 2019. (151 days of service)

2.2.1 b) Option year two - Operate the shuttle service from May 15 to October 12, 2020. (151 days of service)

2.2.2 Provide hourly service, 7 days/week, 7 am to 7:15 pm.

Proposed stops are:

- Banff Train Station
- Johnston Canyon P2

Exact location of stops and timing will be confirmed by Parks Canada, approximately two weeks prior to transit services commencing.

Scheduling must be set so as to allow for transfers from other Parks Canada shuttle services, municipal routes in Banff, and provide for a 5 minute layover at each stop in case of delays due to wildlife or traffic, and may not interfere with other Parks Canada shuttles that are operated.

2.2.3 Provide fuel, oil and all other materials necessary for the day-to-day operation of the service

2.2.4 Contractor will not be responsible for the collection of fees.

##### 2.3 Mandatory Requirements

2.3.1 Provide motor coach buses that accommodate not less than 24 passengers (seated) and have interior space to accommodate camping/hiking gear and help to improve passenger mobility and comfort by reducing the amount of aisle blocking 'luggage'.

2.3.2 Manage all aspects of customer interaction including: service issues; lost and found; and the collection and reporting of ridership statistics.

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2.3.3 Provide buses that will display Parks Canada provided exterior identifiers in the form of a full bus wrap. Buses to be available and wrapped prior to the commencement of shuttle services on the date and location as determined by Parks Canada. Minimum 2 weeks prior to commencing service

2.3.4 Provide space for Parks Canada information content in the interior of the vehicles.

2.3.5 Complete all preventative maintenance on the bus and associated equipment in accordance with the manufacturer's specifications.

2.3.6 Complete corrective maintenance on bus (es) and any associated equipment to the manufacturer's specifications in a timely manner.

2.3.7 Complete all required safety inspections according to schedules, and obtain all necessary provincial permits for operation.

2.3.8 Attend start up meetings with Parks Canada to confirm deadlines, routing, stops, timing and Parks Canada messaging.

2.3.9 Collect daily route performance statistics regarding ridership, schedule adherence by pick up and drop off locations and any specific challenges, and provide this information weekly to Parks Canada. A final report summarizing this information is due to Parks Canada within 15 days of the last day of service. Sample reports are attached. Weekly reporting is due Monday morning at 10:00 and should include the details of the service from the previous week - Monday through Sunday inclusive. On long weekends, this information is due Tuesday morning and should include the details from Monday through Monday inclusive.

2.3.10 Must provide a contact person or persons telephone numbers that are available to address any operational challenges that arise, which includes questions that occur outside of normal business hours. (Example: after regular business hours, evenings or long weekends questions/issues – someone available to address – ensure that not all contacts are on holidays at the same time – can be a dispatcher)

## **2.4 Deliverables and Acceptance Criteria**

2.4.1 Proof of valid completion of provincial safety inspections and necessary permits presented at time of bid.

2.4.2 Signed attestation regarding OHS, prior to commencing work.

2.4.3 Annual summary report regarding ridership, schedule adherence and challenges to be presented to Parks Canada within 15 days of the last day of service.

## **2.5 Support provided by Parks Canada**

2.5.1 Parks Canada will contribute educational content, translation, design and application of exterior identifiers.

2.5.2 Parks Canada will promote and advertise through information provided at visitor information centres, campgrounds in the area, and on the Parks Canada website.

2.5.3 Parks Canada will provide signage for schedules at pick up and drop off locations along the route.

## **2.6 Timeframe and Delivery Dates**

<u>Date</u>	<u>Task</u>
May 18, 2108	Service commences at 07:00
October 8, 2018	Service ends at 19:15
October 23, 2018	Annual Report submitted to Parks Canada

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**ANNEX "B"**

**BASIS OF PAYMENT**

**1. Firm Prices**

The Contractor will be paid 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 Daily Price	Number of Days	Total
1.1	For the provision of all services rendered in accordance with the contract during year 1 from May 18, 2018 to March 31, 2019	\$ X	144	\$
1.2	For the provision of all services rendered in accordance with the contract during option year 1 from May 17, 2018 to March 31, 2020	\$ X	151	\$
1.3	For the provision of all services rendered in accordance with the contract during option year 2 from May 15, 2020 to March 31, 2021	\$ X	151	\$
<b>= Total Evaluated Bid Price = Sum of items no. 1.1 through 1.3</b>				\$

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) Bidders must provide individual prices for each item.
- (d) All prices are in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.



**ANNEX "C"**

**INSURANCE REQUIREMENTS**

**1. Automobile Liability Insurance**

**1.1** 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.

**1.2** 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

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Rose Marino

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**ANNEX "D"**

**ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY**

***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.

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

<b>Location of Work</b>
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<b>General Description of Work to be Completed</b>
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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.

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<b>Name</b>	<b>Signature</b>	<b>Date</b>
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**ANNEX "E"**

**INTEGRITY PROVISIONS – LIST OF NAMES FOR INTEGRITY VERIFICATION FORM**

**Requirements**

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

**Instructions**

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

<b>Organizational Structure:</b>	<input type="checkbox"/> Corporate Entity
	<input type="checkbox"/> Privately Owned Corporation
	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Partnership

**List of Names** (see instructions above)

Name	Title

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**Declaration**

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_

\_\_\_\_\_, of (supplier's name) \_\_\_\_\_

\_\_\_\_\_, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

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Signature

Please include with your bid or offer.

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**ANNEX "F"**

**BASIS OF SELECTION AND EVALUATION CRITERIA**

**Basis of Selection**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory requirements; and
  - c. obtain the required minimum of 75 percent overall of the points technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 270 points
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**Evaluation Criteria**

Each proposal will be assessed based solely on the information provided in the Bidder's proposal, by a team of Parks Canada staff, in accordance with the criteria and point system identified below. It is the Bidder's responsibility to ensure that the contents of their proposal provides adequate documentation and/or evidence for evaluation in accordance with the criteria identified below. All of the evaluation criteria must be addressed.

**1. Mandatory Technical Criteria**

The technical bids will be evaluated against the mandatory technical criteria below.

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

Item No.	Evaluation Criteria
1.1	The Bidder must provide proof of valid completion of provincial safety inspections and necessary permits.

**2. Point Rated Technical Criteria**

The technical bids will be evaluated against the point rated technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the minimum points required for the point rated technical criteria. Bids that do not meet or exceed the minimum weighted points required for the point rated technical criteria will be given no further evaluation.

**1. Experience and Equipment (80 Points Max)**

1.1 Describe in depth with concrete examples of experience in planning, operating and promoting transit services.

Exceeds 5 years' experience:	45-50 points
Reasonable experience 4 to 5 years:	40-44 points
Limited experience 2-3 years:	35-39 points

Minimal experience 1-2 years:	30-34 points
No experience under 1 year:	0 points

1.2 Provide vehicles that are clean, low on emissions, show no visible signs of exhaust fumes and are 10 years old or newer. Equipment - please provide vehicle descriptions (includes age, size/capacity)

New to 5 years old:	27-30 points
6 to 7 years old:	24-26 points
7 to 8 years old:	21-23 points
9 to 10 years old:	18-20 points
Over 10 years old:	0 points

## 2. Approach and Methodology (190 points Max)

The contractor must hire and train uniform drivers and supervise a sufficient number of qualified personnel, to enable timely and proper performance and provision of the service.

All such personnel shall be competent, English literate, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.

Clearly demonstrate an understanding of the scope of work being requested by providing descriptions of:

2.1 Provide continuous service through the hours of operation, through the use of secondary drivers or other means. All breaks required by drivers may not interfere with the scheduled service. Demonstrate how seamless continuous service will be provided on a daily basis, including but not limited to, staff training to provincial standards, staff breaks, schedules etc. Provide a plan and schedule for one week that clearly demonstrates how this will be met:

Extensive approach described:	27 – 30 points
Satisfactory description:	24-26 points
Limited description:	21-23 points
Minimal description:	18 - 20 points
No mention:	0 points

2.2 Provide continuous service through contingency planning for breakdowns or mechanical issues with vehicles. Example: the motor coach breaks down at 8 am and the next service pick up is a 9 am what will be done and how will it be done.

Explain how seamless continuous service will be provided in the event of vehicle breakdown. Provide a detailed plan that shows an example including timing and the contingency plan that will be implemented:

Extensive approach described:	27 – 30 points
Satisfactory description:	24-26 points
Limited description:	21-23 points
Minimal description:	18 - 20 points
No mention:	0 points

2.3 Provide a detailed plan that demonstrates the ability to increase or decrease the frequency or capacity of service based on ridership and outline the costs associated to do so:

Extensive approach described:	27 - 30 points
Satisfactory description:	24 - 26 points
Limited description:	21 - 23 points
Minimal description:	18 - 20 points
No mention:	0 points

2.4 Provide in detail what service will look like when last run of the day is over capacity – more passengers than seats:

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Extensive approach described:	45 - 50 points
Satisfactory description:	40 - 44 points
Limited description:	35 - 39 points
Minimal description:	30 - 34 points
No mention:	0 points

2.5 Provide examples of a proven operational track record demonstrating how published transit schedules have been met and maintained. Please provide 2 references that can substantiate the approach described:

Extensive approach described:	45 - 50 points
Satisfactory description:	40 - 44 points
Limited description:	35 - 39 points
Minimal description:	30 - 34 points
No mention:	0 points

### **Point System Definitions**

#### None/No Mention/Unsatisfactory

Unacceptable. Insufficient for service requirements. No details provided or concrete examples to demonstrate how experience, equipment, approach or methodology would be achieved. There are noticeable shortcomings and significant problems with the level of detail or descriptions or plans provided.

#### Minimal/Fair

Just acceptable. Should meet minimum service requirements. Shortcomings or lack of detail in important areas. Weaknesses observed that could impact some aspects. Little assurance that service requirements would be met.

#### Limited/Good

Average. The information provided demonstrates that the minimum service requirements needed are met. Demonstrated good evidence and consistency with details provided. Should be adequate for effective performance and delivery of service.

#### Satisfactory/Very Good

Above average. More than adequate for effective service. Demonstrated very good comprehension of the scope of work. All major and most secondary points were addressed in plans, examples, or details provided. Very logical approach applied and observed throughout.

#### Extensive/Excellent

Exceptional. Should ensure extremely effective service. Project management approach has complete details on process, schedule controls; planning tools and techniques. Very efficient techniques to be put in place and used to plan, organize, direct and control the project. Correctly identifies risk areas and provides very good mitigation strategies. Timelines are suitable and realistic, and include good understanding of the scope of work.