



**RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :**  
Parks Canada Agency Bid Receiving Unit  
National Contracting Services  
Suite 720, 220 – 4<sup>th</sup> Avenue S.E.  
Calgary, AB T2G 4X3

## 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 travaux de construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires :

### Issuing Office - Bureau de distribution :

Parks Canada Agency  
National Contracting Services  
Suite 720, 220 – 4<sup>th</sup> Avenue S.E.  
Calgary, AB T2G 4X3

<b>Title - Sujet :</b> Traffic Management – Lake Louise, AB	
<b>Solicitation No. - N° de l'invitation :</b> 5P420-18-0487/A	<b>Date :</b> 14 March 2019
<b>Client Reference No. - N° de référence du client :</b> n/a	
<b>GETS Reference No.   N° de référence du SEAG :</b> PW-19-00867632	
<b>Solicitation Closes - L'invitation prend fin :</b> <b>At - à : 14 :00</b> <b>On - le : 23 April 2019</b>	<b>Time Zone - Fuseau horaire</b> <b>MDT/HAR</b>
<b>F.O.B. - F.A.B. :</b> <b>Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/></b>	
<b>Address Enquiries to - Adresser toutes demande de renseignements à :</b> Joanne S. Cuthbert <a href="mailto:joanne.cuthbert@canada.ca">joanne.cuthbert@canada.ca</a>	
<b>Telephone No. - N° de téléphone :</b> 587- 436-5732	<b>Fax No. -N° de télécopieur :</b> 1-866-246-6893
<b>Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction :</b> See Herein	
<b>TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE</b>	
<b>Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :</b>	
<b>Address - Adresse :</b>	
<b>Telephone No. - N° de téléphone :</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 :**  
Joanne S. Cuthbert

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## **IMPORTANT NOTICE TO BIDDERS**

### **Direct Deposit**

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

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## **PART 1 – GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with the bid solicitation.

### **1.2 Statement of Work**

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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## **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](#) (2018-05-22), 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 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 by email will not be accepted.

### **2.3 Enquiries – Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid one (1) hard copy

Section II: Financial Bid one (1) hard copy

Section III: Certifications one (1) hard copy

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

##### **3.1.1 Exchange Rate Fluctuation**

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **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**

Technical bids will be evaluated against the technical evaluation criteria at **Annex "G"**.

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

Technical bids will be evaluated against the technical evaluation criteria at **Annex "G"**.

#### **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 – Highest Combined Rating of Technical Merit and Price**

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 62 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 89 points.

**4.2.2** Bids not meeting a. or b. or c. will be declared non-responsive.

**4.2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

**4.2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

**4.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

**4.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**4.2.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



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The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Evaluated Bid Price</b>	\$55,000	\$50,000	\$45,000
<b>Technical Merit Score</b>	$(115/135) \times 70 = 59.63$	$(89/135) \times 70 = 46.15$	$(92/135) \times 70 = 47.70$
<b>Pricing Score</b>	$(45,000/55,000) \times 30 = 24.55$	$(45,000/50,000) \times 30 = 27.00$	$(45,000/45,000) \times 30 = 30.00$
<b>Combined Rating</b>	$59.63 + 24.55 = 84.18$	$46.15 + 27.00 = 73.15$	$47.70 + 30.00 = 77.7$
<b>Overall Rating</b>	<b>1<sup>st</sup></b>	<b>3<sup>rd</sup></b>	<b>2<sup>nd</sup></b>

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## 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 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<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 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 at **Annex "D"** to Part 5 of the Bid Solicitation before contract award.

#### 5.2.2 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.

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must submit a list of names prior to award of a contract. Bidders must provide the information requested at **Annex "E"** to Part 5 of the Bid Solicitation.

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### 5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

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](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled 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.

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## 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 the Contract.

### 6.2 Statement of Work

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

#### 6.2.1 Work Authorization

A Work Authorization (WA) may be used to authorize work on an “as and when requested basis” under this contract using the following administrative process:

- (a) The Project Authority will prepare a WA providing details of the services required and submit to the Contractor.
- (b) The WA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.
- (c) The Contractor must provide the Project Authority with the proposed estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a WA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a WA has been received will be done at the Contractor's own risk.

### 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](#) (2018-06-21), 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 May 17, 2019 to October 14, 2019 inclusive.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Joanne S. Cuthbert**  
Acting Advisor  
Parks Canada Agency

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Telephone: 587-436-5732  
Facsimile: 1-866-246-6893  
E-mail address: [joanne.cuthbert@canada.ca](mailto:joanne.cuthbert@canada.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 provided at contract award \*\*\***

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

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 / ZIP Code:</b>
<b>Telephone:</b>	<b>Facsimile:</b>	
<b>Email Address:</b>		
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>		

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## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment – Firm Unit Prices(s)

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”** for a cost of \$ \_\_\_\_\_ **\*\*\* to be inserted at contract award \*\*\***. Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Expenditure

**6.7.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ **\*\*\* to be inserted at contract award \*\*\***. Customs duties are included and Applicable Taxes are extra.

**6.7.2.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

**6.7.2.3** If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Canada's Obligation – Portion of the Work – Work Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### 6.7.4 Monthly Payment

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

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Joanne S. Cuthbert

Client Ref. No. - N° de réf. du client :  
PW-19-00867632

Title – Titre :  
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## 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 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.

### 6.9.2 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 Alberta.

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2018-06-21), General Conditions – Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (f) the Contractor's bid dated **\*\*\* to be inserted at contract award \*\*\***.

## 6.12 SACC Manual Clauses

[A1009C](#) (2008-05-12), Work Site Access  
[A9068C](#) (2010-01-11), Government Site Regulations  
[B6802C](#) (2007-11-30), Government Property  
[B9028C](#) (2007-05-25), Access to Facilities and Equipment

### **6.13 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.

### **6.14 Insurance – Specific Requirements**

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

#### **6.14.1 Commercial General Liability Insurance**

**6.14.1.1** The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

**6.14.1.2** The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)



- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

#### **6.14.2 Automobile Liability Insurance**

**6.14.2.1** The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

**6.14.2.2** The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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

## ANNEX “A” - STATEMENT OF WORK

### Statement of Work - Traffic Control Personnel 2019

#### 1. Scope

##### 1.1 Background

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

The Lake Louise, Yoho and Kootenay (LLYK) Field Unit has taken a multi-faceted approach to alleviate traffic congestion over the past four years. This includes:

- Weekend shuttle service to Upper Lake Louise
- Weekend shuttle service to Moraine Lake during the larch viewing season
- Traffic control personnel managing traffic flow at key locations in the village of Lake Louise daily from July 1- September 5, 2016

In 2017 and 2018 additional measures were implemented to further help alleviate traffic congestion and positively affect visitor experience such as:

- Daily shuttle service to Upper Lake Louise
- Daily shuttle service to the Village of Lake Louise
- Daily shuttle service to Moraine Lake during the larch viewing season
- Traffic control personnel managing traffic flow at key locations in the village of Lake Louise and the Lake Louise Overflow parking lot daily through the summer season.

In 2019, we anticipate to have the same level of service as we had in 2018. Daily traffic flaggers will be in place and a shuttle service will be provided by Parks Canada. We will be working to proactively communicate to visitors the difficulties that may be experienced while reaching Lake Louise and Moraine Lake and alternative options for transportation in the area.

**These services can be seen by visitors as an extension of the face of Parks Canada Agency, therefore emphasis on professionalism and quality at all times is of the utmost importance.**

##### 1.2 Objectives

###### 1.2.1 Village of Lake Louise and Upper Lake Louise Parking Lots, and

Parks Canada will implement daily management of traffic flow in the village of Lake Louise and in the Upper Lake Louise parking lots for one hundred and fifty-one days (151) days in May, June, July, August, September, and October, from May 17<sup>th</sup> to October 14<sup>th</sup>, 2019.

###### 1.2.2 Lake Louise Overflow Parking Lot

Parks Canada will implement services for the management of traffic flow and parking in the Lake Louise Overflow (Intercept) parking lot daily to support shuttle service to the Village and Upper Lake Louise from May 17<sup>th</sup> to October 14<sup>th</sup> 2019.

### 1.2.3 Moraine Lake Road and Parking Lot

Parks Canada will implement services for the management of traffic flow and parking at the junction of Lake Louise Drive and Moraine Lake Road, as well as in the Moraine Lake parking lot from May 24<sup>th</sup> to October 14<sup>th</sup> 2019.

## 1.3 Reference Documents

- 1.3.1 Appendix A: Traffic Control Personnel Deployment Locations
- 1.3.2 Appendix B: Shuttle Signs Requirements
- 1.3.3 Appendix C: Shuttle Services Bus Routes
- 1.3.4 Appendix D: Parking Lot Pictures

## 2. Requirements

For the duration of the contract, the Contractor is responsible for the following:

### 2.1 Scope of Work

The Contractor must provide a total of 20 traffic controllers who will be responsible for traffic management services in the village of Lake Louise, Upper Lake Louise parking lots, and the Lake Louise Overflow parking lot from May 17<sup>th</sup> to October 14<sup>th</sup>, 2019.

- 2.1.1 Providing 14 traffic controllers (including 1 project lead and 2 supervisors) to manage traffic flow in the village of Lake Louise and the Upper Lake Louise parking lots (see personnel deployment locations and schedules in **Appendix A**) over one hundred and fifty-one (151) days in May, June, July, August, September, and October. Traffic management must operate from 8:30 a.m. to 6:30 p.m.

Month	May	June	July	August	September	October
Dates	17-31	1-30	1-31	1-31	1-30	1-14
Total Number of days	15 days	30 days	31 days	31 days	30 days	14 days

- 2.1.2 Providing 2 traffic controllers to manage traffic flow and access at Moraine Lake Road on Lake Louise Drive (see personnel deployment locations and schedules in **Appendix A**), and 2 traffic controllers at the Moraine Lake parking lot over one hundred and forty-four (144) days in May, June, July, August, September, and October. Access management must operate from 6:30 a.m. to 6:30 p.m. May 24<sup>th</sup> to June 28<sup>th</sup>, and 7:30 a.m. to 7:30 p.m. from June 29<sup>th</sup> to October 14<sup>th</sup> 2019.

Month	May	June	July	August	September	October
Dates	24-31	1-30	1-31	1-31	1-30	1-14
Total Number of days	8 days	30 days	31 days	31 days	30 days	14 days

- 2.1.3 Providing 2 traffic controllers to manage traffic flow and parking in the Lake Louise Overflow parking lot (see personnel deployment locations and schedules in **Appendix A**) over one hundred and fifty-one days (151) days in May, June, July, August, September, and October. Parking management must operate from 7:30 a.m. to 6:30 p.m.

Month	May	June	July	August	September	October
Dates	17-31	1-30	1-31	1-31	1-30	1-14
Total Number of days	15 days	30 days	31 days	31 days	30 days	14 days

- 2.1.4 Daily install by 7:30 a.m. and removal after 6:30 p.m. (may be laid down or covered) of speed control signs along Trans-Canada Highway as laid out by Parks Canada for the duration of the contract.
- 2.1.5 Ensuring all 20 traffic controllers attend a one day orientation in May. Training will be provided by the Royal Canadian Mounted Police (RCMP) and Parks Canada.

## 2.2 As and When Requested Services

Parks Canada may require additional traffic management services on an as and when requested basis. The Project Authority will inform the Contractor of the requirements and authorize the work in accordance with the Work Authorization process identified in the Contract and Annex "B". Any changes in excess of or outside the scope of the Contract must be approved in writing by the Contract Authority.

## 2.3 Level of Service

The Contractor must:

The contractor must identify one (1) project lead and two (2) supervisors. Each must have at least two (2) years of experience managing a traffic control team that is similar in scope, nature and complexity to the requirements described herein. These individuals must be made known to the PCA Project Authority at the commencement of the Contract.

Either the identified project lead or one of the two supervisors must be on location at all times for the duration of each shift, unless prior consent of the PCA Project Authority has been given. When work is being performed under section 2.2 As and When Requested Services a minimum of one (1) of the identified supervisors must be on location at all times.

Any staffing changes to replace the identified project lead and/or two (2) supervisors must be made known to the PCA Project Authority before the start of the next shift and possess the required experience.

These individuals are responsible for the following:

- a) Act as a single points of contact for the PCA Project Authority.
- b) Act as a liaison between the PCA Project Authority and all other contractor staff and/or subcontractor(s) onsite carrying out work under this contract.
- c) Receiving on behalf of the Contractor, any request, direction or other communication from the PCA Project Authority in relation to the work being performed under the contract.
- d) Having experience and training in all aspects of the work
- e) Is responsible for the training, orientation and overseeing performance of the contractor staff and/or subcontractor(s) to the contract requirements and obligations.

- 2.3.1 Carry out traffic control in accordance with the latest version of the Traffic Control Manual for Work on Roadways, distributed by Alberta Ministry of Transportation, except where specified otherwise;
- 2.3.2 Provide competent traffic controllers, properly trained and equipped as per the Alberta Traffic Accommodation in Work Zones Guidelines;

- 2.3.3 Provide 14 traffic controllers (including the one (1) project lead and two (2) supervisors identified under section 2.3) on location at all times to adequately manage traffic flow in the village of Lake Louise and the Upper Lake Louise parking lots over one hundred and fifty-one days (151) days in May, June, July, August, September, and October. The bulk of traffic management will operate from 8:30 a.m. to 6:30 p.m. as outlined in 2.1 Scope of Work;
- 2.3.4 Provide 2 traffic controllers to manage traffic flow and access at Moraine Lake Road on Lake Louise Drive and 2 traffic controllers at the Moraine Lake parking lot over one hundred and forty-four days (144) days in May, June, July, August, September, and October. Access management must operate from 6:30 a.m. to 6:30 p.m. May 24<sup>th</sup> to June 28<sup>th</sup>, and 7:30 a.m. to 7:30 p.m. from June 29<sup>th</sup> to October 14<sup>th</sup> 2019 as outlined in 2.1. Scope of Work;
- 2.3.5 Provide 2 traffic controllers to manage traffic flow and parking in the Lake Louise Overflow parking lot over one hundred and fifty-one days (151) days in May, June, July, August, September, and October. Parking management must operate from 7:30 a.m. to 6:30 p.m. as outlined in 2.1. Scope of Work;
- 2.3.6 Aside from during emergency situations, or at the direction of Parks Canada or the Royal Canadian Mounted Police (RCMP), keep the flow of traffic moving at all times along Lake Louise Drive, in the Upper Lake Louise Parking Lot and at key intersections in the village of Lake Louise;
- 2.3.7 Provide support to Parks Canada staff or the Royal Canadian Mounted Police (RCMP) in the case of medical emergencies, or road closures along the route traffic control personnel is deployed;
- 2.3.8 Provide support to the 2019 Lake Louise Traffic Management Plan by giving shuttles, Parks Canada and other commercial vehicles the right of way when possible;
- 2.3.9 Professionally managing traffic and parking throughout the Lake Louise area including the village, Lake Louise parking lot, Moraine lake junction and parking lot as well as the Lake Louise Overflow (Intercept) parking lot;
- 2.3.10 Provide, set up and take down required shuttle signage on Highway #1 in close proximity to the Lake Louise Overflow (as described in **Appendix B**).

Refer to **Appendix A** for traffic control personnel deployment locations and schedules, **Appendix B** for shuttle signs requirements, **Appendix C** for shuttle services bus routes and **Appendix D** for pictures of parking lots.

#### 2.4 Contractor Responsibilities

The Contractor must:

- 2.4.1 Maintain daily schedule as outlined in 2.1. Scope of Work;
- 2.4.2 Provide adequate number of traffic controllers as outlined in 2.1 Scope of Work;
- 2.4.3 Provide all required signage, safety equipment, and any other items required by the standards, rules, and regulations applicable in the province of Alberta;
- 2.4.4 Control electronic message boards (owned or rented by PCA) as directed by the PCA Project Authority;

- 2.4.5 Cover any signage in areas of flaggers when needed, as required by the standards, rules, and regulations applicable in the province of Alberta;
- 2.4.6 Be in good standing and conform to their Workers Compensation Board (WCB) regulations and be prepared to prove this when requested;
- 2.4.7 Have an effective and functioning drug and alcohol or fit for duty policy that has been in place for a minimum of 12 months;
- 2.4.8 Provide Personal Protective Equipment (PPE) to all traffic controllers as required by the standards, rules and regulations applicable in the province of Alberta;
- 2.4.9 Provide and ensure contractor/subcontractor personnel present themselves in a clean, tidy and well groomed manner. And at all times are neatly clothed, wearing either matching uniforms or matching identifier clothing appropriate for traffic control work while performing under this contract.
- 2.4.10 Ensure vehicles used to perform duties display all required markings and lighting as required in the province of Alberta;
- 2.4.11 Provide all traffic controllers a form of communication (ex. 2 way radios) to keep them updated of any real time changes in procedure or protocol;
- 2.4.12 Ensure all traffic controllers are able to communicate clearly in English in an effective, efficient and professional manner;
- 2.4.13 Provide excellent customer service by ensuring that all traffic controllers conduct and present themselves in a positive and professional manner at all times. Abusive and offensive language and / or conduct will not be tolerated at any time. Any individuals demonstrating such behavior must be removed and replaced by the contractor immediately;
- 2.4.14 Ensure smoking is done out of sight of visitors and cigarette butts are disposed of in appropriate waste receptacles;
- 2.4.15 Ensure all traffic controllers are familiar and complies with all aspects National Parks Act and Regulations;
- 2.4.16 Ensure any temporary shelters or structures are approved by Parks Canada before they are erected;
- 2.4.17 Provide traffic controllers accommodation or transportation at its own cost (if required).

## **2.5 Constraints**

- 2.5.1 Emergency vehicles must be given immediate right of way;
- 2.5.2 Parks Canada shuttle buses are to be given the right of way when feasible;
- 2.5.3 Commercial shuttles and tours are to be given the right of way when feasible;
- 2.5.4 Traffic controllers must comply with the procedures laid out in the Lake Louise Traffic Management Plan document provided;

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- 2.5.6 Personnel are required to dispose of all garbage, including cigarette butts, in the appropriate receptacles to prevent it becoming a wildlife attractant;
- 2.5.7 Parks Canada reserves the right to request the removal of any traffic control personnel not adhering to the work as defined and immediately provide a replacement at no additional cost;
- 2.5.8 Under no circumstances are traffic control personnel to accept tips from visitors.
- 2.5.9 Drugs and Alcohol:

FPCA expects the Contractor, their staff and any subcontractor to conduct themselves in an appropriate manner to ensure integrity, professionalism and safety is maintained at all times. The contractor, their staff and any subcontractor must behave in an appropriate manner and be able to perform their responsibilities at all times. Being under the influence of any substance impairing their ability and performance of the work under the contract is not permitted at any time.

### 3. Support Provided by Parks Canada Agency

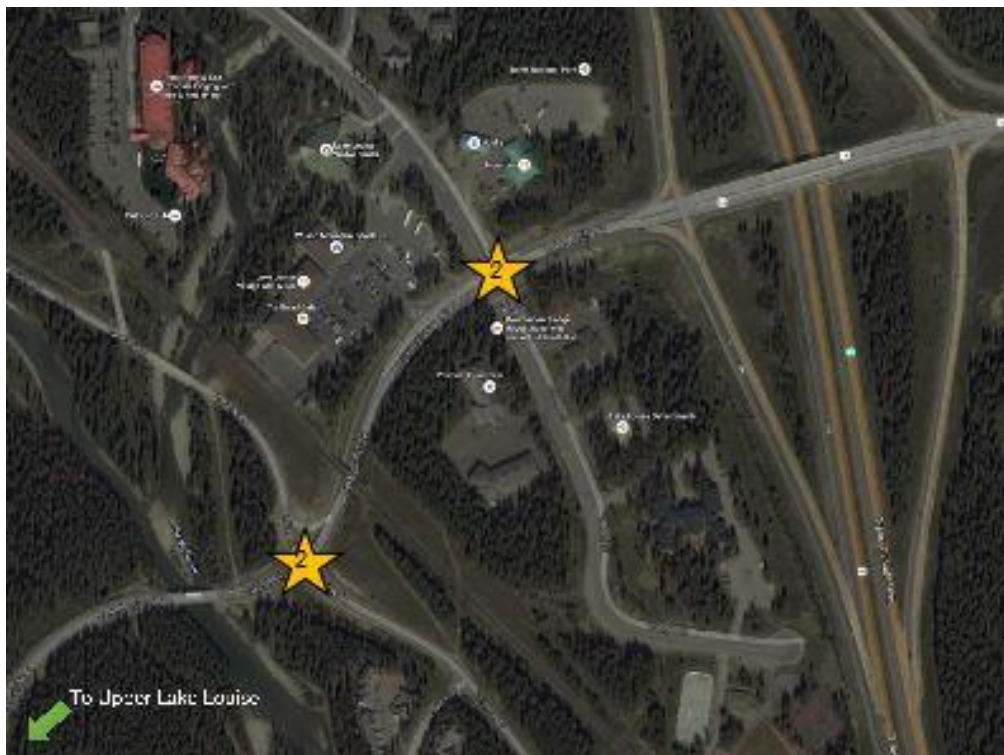
Parks Canada shall:

- 3.1.1 Provide a traffic control orientation to all traffic controllers;
- 3.1.2 Provide the contractor with a copy of the 2019 Lake Louise Traffic Management Plan;
- 3.1.3 Provide a shuttle program orientation to all traffic controllers;
- 3.1.4 Provide a means of communication (radios) to traffic controllers at each location;
- 3.1.5 Provide the contractor with a site map identifying the shuttle services bus routes offered (see **Appendix C**);
- 3.1.6 Provide the contractor with a site map identifying deployment of traffic controllers (refer to **Appendix A**);
- 3.1.7 Working with the RCMP, provide one (1) day of Lake Louise specific traffic flagger training to all traffic controllers.

## Appendix A – Traffic Control Personnel Deployment Locations

### Village of Lake Louise

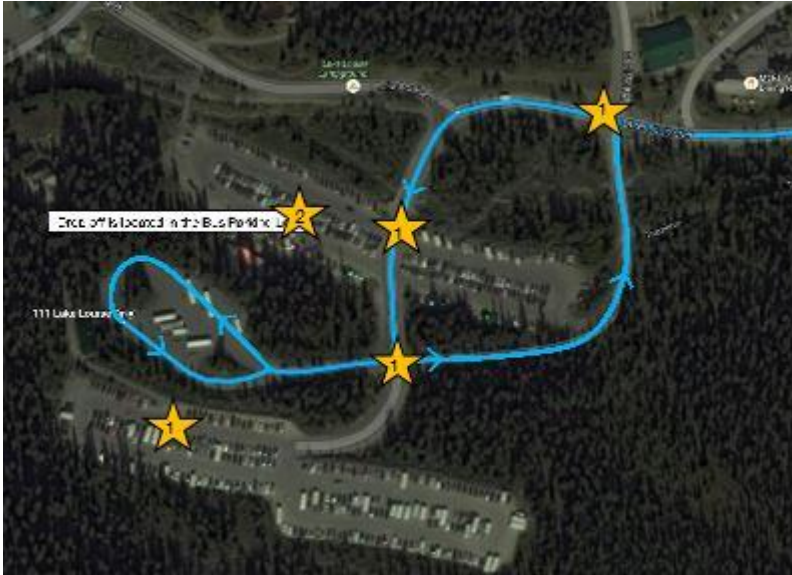
- 2 traffic controllers (1 + 1 alternate) at the 1<sup>st</sup> village 4-way stop (Lake Louise Drive / Village Road) 8:30 a.m. to 6:30 p.m.
- 2 traffic controllers (1 + 1 alternate) at the 2<sup>nd</sup> village 4-way stop (Lake Louise Drive / Sentinel Rd / Fairview Rd) 8:30 a.m. to 6:30 p.m.
- 1 traffic controller at the Great Divide Parking Lot 8:30 a.m. to 6:30 p.m.
- 1 Supervisor 8:30 a.m. to 6:30 p.m.





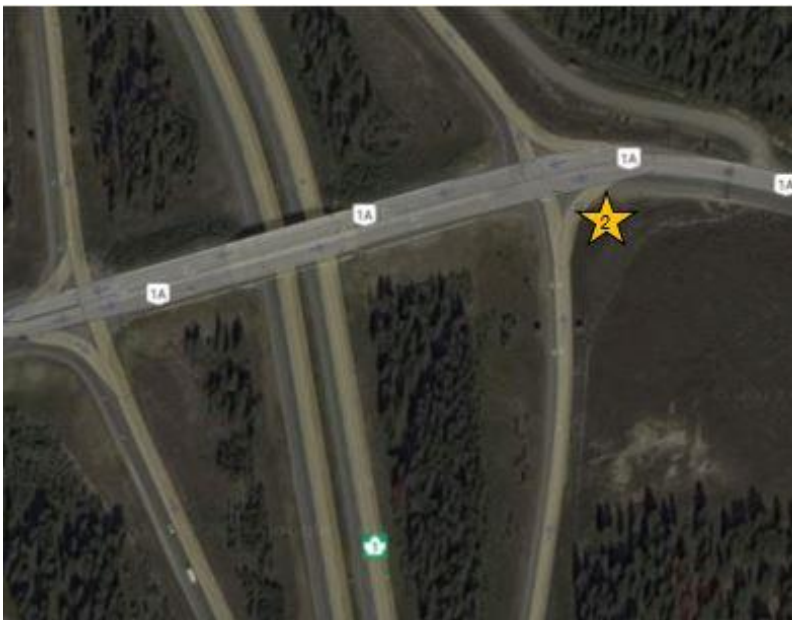
### Upper Lake Louise Parking Lots

- 6 traffic controllers at the Upper Lake Louise parking lots. 8:30 a.m. to 6:30 p.m
- Please note: locations in this section may change depending on traffic needs



### Trans-Canada Highway

- 2 traffic controllers at the Westbound TCH ramp (1 + 1 alternate) 8:30 a.m. to 6:30 p.m. Friday – Sunday at season onset and daily from June 29<sup>th</sup> to September 2<sup>nd</sup>, then again Friday – Sunday until October 14<sup>th</sup> 2019.



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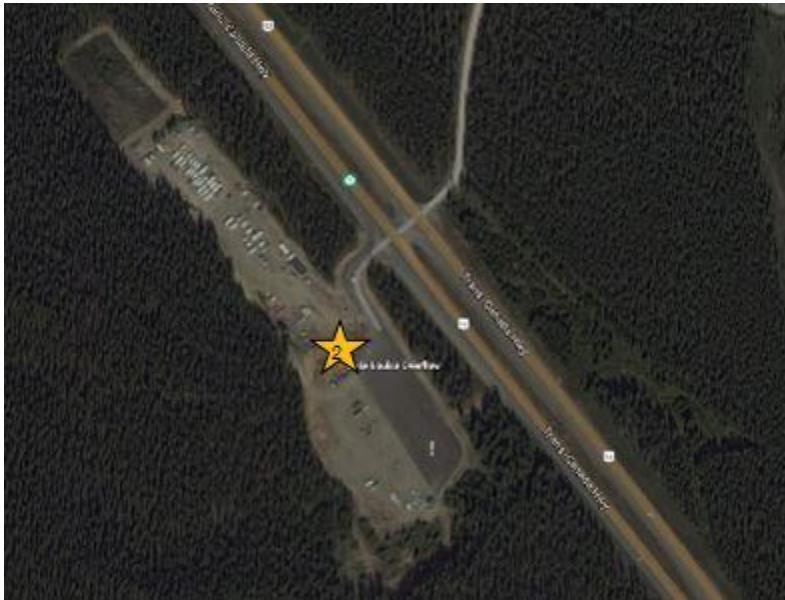
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### Lake Louise Overflow Parking Lot

- 2 traffic controllers staggered at the Lake Louise Overflow parking lot with daily coverage from 7:30 a.m. to 6:30 p.m. and minimum overlap between 10:00 a.m. and 4:30 p.m.



### Moraine Lake Road

- 2 traffic controllers at the Moraine Lake turn off (Moraine Lake Road / Lake Louise Drive) 8:30 a.m. to 6:30 p.m. at season onset and 7:30 a.m. to 7:30 p.m. from June 29<sup>th</sup> to October 14<sup>th</sup> 2019.



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### Moraine Lake Parking Lot

- 2 traffic controllers at the Moraine Lake parking lot over one hundred and forty-four days (144) days in May, June, July, August, September, and October. Access management must operate from 6:30 a.m. to 6:30 p.m. at season onset and 7:30 a.m. to 7:30 p.m. from June 29<sup>th</sup> to October 14<sup>th</sup> 2019.



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## **Appendix B – Shuttle Signs Requirements**

The Contractor must provide and install required signs in accordance with the latest version of the Traffic Control Manual for Work on Roadways, distributed by Alberta Ministry of Transportation on the eastbound and westbound lanes of the Trans-Canada Highway to reduce the speed limit to 70 km/h close to the East and Westbound ramps and 50 km/h close to the Lake Louise Overflow parking lot entrance and to inform motorists that they may be required to slow due to traffic congestion.

The Contractor must provide signs that are either in English or bilingual as required by Parks Canada for the duration of the Contract. Signs must include, but not limited to, the following:

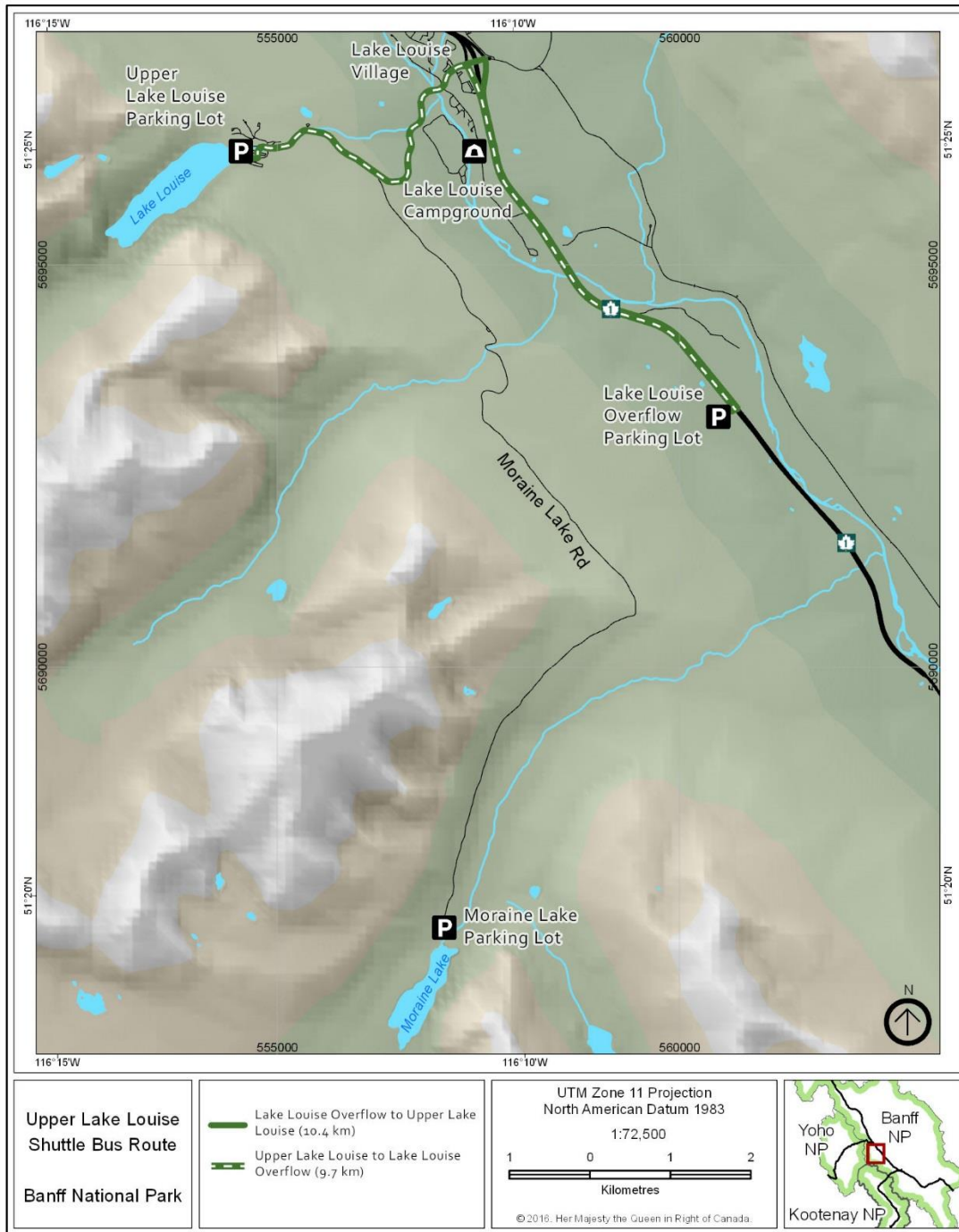
- Speed limit 30
- Speed limit 50
- Speed limit 70
- No passing
- No U -Turns
- Prepare to stop
- Flaggers ahead
- No Parking

Other signs can be required based on outcomes observed.

### Appendix C – Shuttle Services Bus Routes

#### Upper Lake Louise Shuttle Bus Route

The shuttle service from the Lake Louise Overflow to Upper Lake Louise will run from May 17<sup>th</sup> to October 14<sup>th</sup> 2019 8:00 am- 6:00pm.



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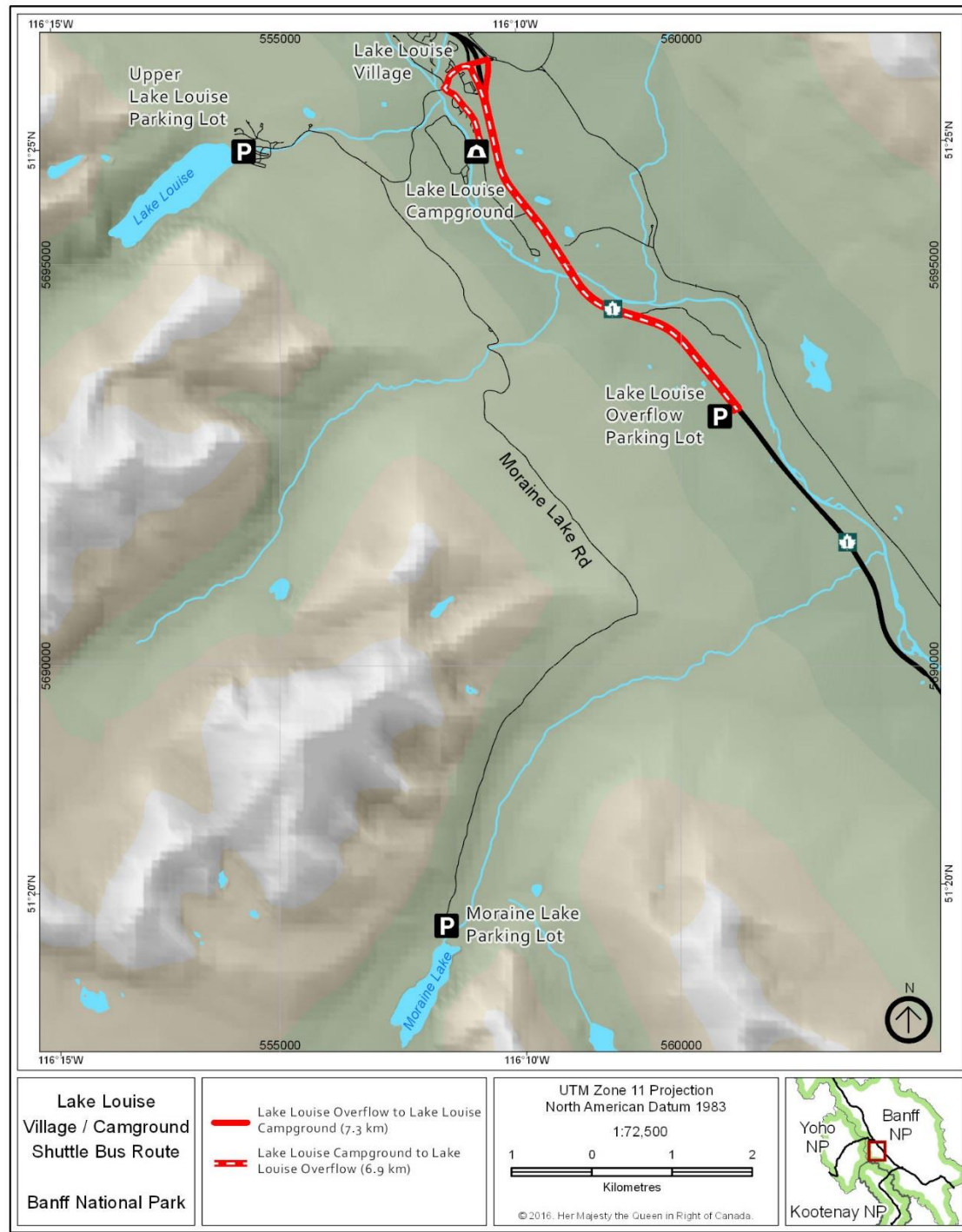
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### Lake Louise Village / Campground Shuttle Bus Route

The shuttle service from the Lake Louise Overflow parking lot to the village of Lake Louise and Lake Louise Campground will run from 8:00 a.m. to 6:00 p.m. from May 17<sup>th</sup> to October 14<sup>th</sup>, 2019.



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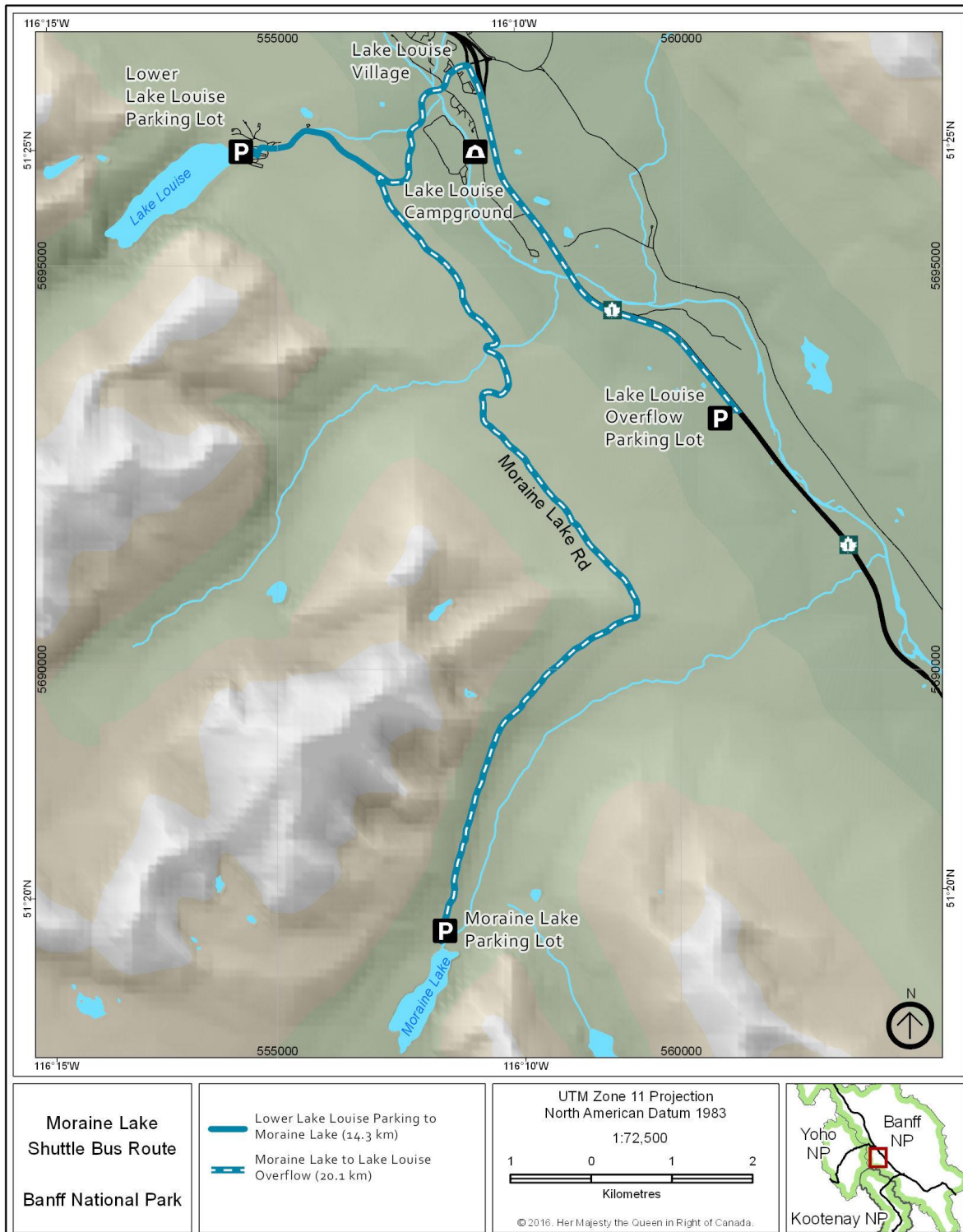
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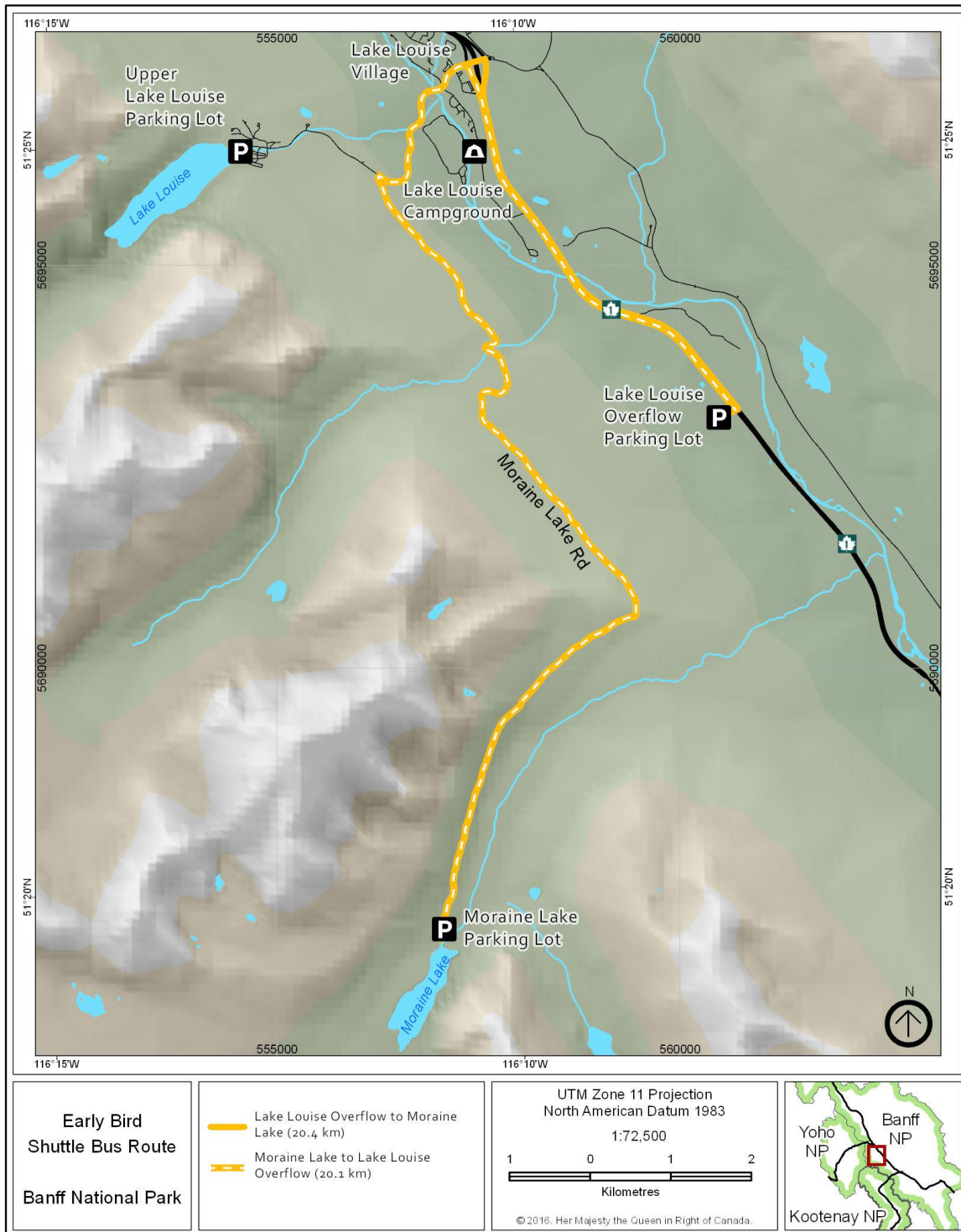
### Moraine Lake Shuttle Bus Route

The shuttle service from the Lake Louise upper parking lot to the Moraine Lake parking lot will run from 8:30 a.m. to 4:30 p.m. from May 24<sup>th</sup> to October 14<sup>th</sup> 2019.



**Early Bird Shuttle Bus Route**

The new addition for 2019 is the Early Bird shuttle service from the Lake Louise overflow parking lot to the Moraine Lake parking lot will run from 6:00 a.m. to 8:00 a.m. from June 28<sup>th</sup> to September 29<sup>th</sup>, 2019.





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## Appendix D- Parking Lot Pictures

Lake Louise Overflow Parking Lot:



Lake Louise Overflow Shuttle Pickup/Drop-off Location:



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



Moraine Lake Parking Lot Pickup/Drop-off Location (existing bus parking lot on the right of the road by the sidewalk):



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Westbound Lake Louise Ramp Location (right of the road):



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## ANNEX “B” - BASIS OF PAYMENT

### Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bidders' submission.
- (b) The Bidder must submit their financial bid in accordance with Annex B - Basis of Payment.
- (c) In conducting its evaluation of the bids, Canada may, but has no obligation to correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation. In the case of error in the extension of prices, the unit price will govern.
- (d) All prices are in Canadian dollars, FOB destination
- (e) Customs duties are included and Applicable Taxes are extra.

### 1. Firm Unit Price(s) for Required Services

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid in Canadian funds for all costs, including but not limited to all professional fees, all related project expenses and administration costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Per Diem Rate	Number of Days	Extended Firm Price(s)
1.1	14 traffic controllers (including 1 project lead and 2 supervisors) to manage traffic flow in the village of Lake Louise and the Upper Lake Louise parking lots, as per Statement of Work	\$	151	\$
1.2	2 traffic controllers to manage traffic flow and access at Moraine Lake Road on Lake Louise Drive, and 2 traffic controllers at the Moraine Lake parking lot	\$	144	\$
1.3	2 traffic controllers to manage traffic flow and parking in the Lake Louise Overflow parking lot	\$	151	\$
<b>Total Extended Firm Price (= Sum of item no. 1.1 + 1.2 + 1.3)</b>				\$

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## 2. Firm Unit Prices for As and When Requested Services

All Work Authorizations under the Contract must be in accordance with the all-inclusive firm unit prices as specified below.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.1	Additional traffic controller(s) from 7:30 a.m. to 6:30 p.m. in the event that the twenty (20) traffic controllers provided under Part 1 above is insufficient to adequately manage traffic flow and parking	Per Day Per Person	15	\$	\$
2.2	Additional work after 6:30 p.m. for traffic controllers	Per Hour Per Person	40	\$	\$
2.3	Additional work after 6:30 p.m. for supervisor	Per Hour Per Person	4	\$	\$
<b>B</b>	<b>Combined Total (Sum of item no. 2.1 + 2.2 + 2.3 =)</b>				\$

## 3. Total Combined Evaluated Bid Price

In conducting its evaluation of the bids, Canada may, but has no obligation to correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation. In the case of error in the extension of prices, the unit price will govern.

Item No.	Description	Total
<b>C</b>	<b>Total Combined Evaluated Bid Price ( A + B = C )</b>	\$

### Note:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

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## ANNEX “C” - 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.

<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.

**Name**

**Signature**

**Date**

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## ANNEX “D” - to PART 5 OF THE BID SOLICITATION

### 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](#).



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### 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.

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## ANNEX “E” - to PART 5 OF THE BID SOLICITATION

### 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:

- 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.

#### Supplier Information

<b>Supplier's Legal Name:</b>		
<b>Organizational Structure:</b> ( ) Corporate Entity ( ) Privately Owned Corporation ( ) Sole Proprietor		
<b>Supplier's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code / ZIP Code:</b>
<b>Supplier's Procurement Business Number (optional):</b>		

#### List of Names

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.

---

**Signature**

**Date**

Please include with your bid or offer.

## ANNEX “F”- to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

#### A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
  - A2. The Bidder certifies being a public sector employer.
  - A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
  - A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
  - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2 The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

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**B. Check only one of the following:**

B1. The Bidder certifies having no work force in Canada.

**OR**

B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## ANNEX "G" - TECHNICAL EVALUATION

### 1. Technical Bid Format

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, **Canada strongly requests that bidders address and present topics in the order of the evaluation criteria under the same headings.**

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

### 2. Submission Requirements

The Bidder must submit one (1) hard copy

### 3. Mandatory Technical Criteria

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
3.1	The Bidder must have a minimum of 5 years' experience in providing traffic control services.
3.2	The Bidder must provide information on three (3) previous traffic control service operations that have occurred within the past five (5) years where the Bidder is clearly identified as the prime contractor.
3.3	The Bidder must outline their proposed approach and methodology on how the Bidder will meet the objectives and deliverables described at Annex "A" - Statement of Work.

**Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.**

#### 4. Point Rated Technical Criteria

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 points required for the point rated technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria	Point Criteria	Maximum Points
<b>1.1</b>	<b>Qualifications and Experience</b>		
1.1.1	<p>The Bidder should clearly demonstrate their number of years of experience managing traffic in the following relevant areas:</p> <ul style="list-style-type: none"> <li>• Highway &amp; Road Construction</li> <li>• Special Events &amp; Tourism</li> <li>• Providing examples of specific projects is encouraged.</li> </ul>	<p><b>0:</b> No experience</p> <p><b>1:</b> More than five (5) but less than seven (7) years' of relevant previous experience managing traffic</p> <p><b>3:</b> More than seven (7) but less than nine (9) years' of relevant previous experience managing traffic.</p> <p><b>5:</b> Nine (9) or more years' of relevant previous experience managing traffic</p>	<b>5</b>
1.1.2	<p>The Bidder must provide information on three (3) previous traffic control service operations that have occurred within the past five (5) years where the Bidder is clearly identified as the prime contractor.</p> <p>The information being provided on previous traffic control operations should be similar in scope, nature and complexity to the requirements described at Annex "A" – Statement of Work.</p>	<p><b>0 points:</b> The information provided is unsuitable or insufficient.</p> <p><b>1 – 5 points:</b> Incomplete details provided. Possesses limited experience that is similar in scope, nature and complexity.</p> <p><b>6 – 10 points:</b> Mostly complete details provided. Possesses limited experience that is similar in scope, nature and complexity in some areas.</p> <p><b>11 – 15 points:</b> Complete details provided. Adequate experience that is similar in scope, nature and complexity in all areas.</p> <p><b>16 - 20 points:</b> Complete details provided. Extensive experience that is similar in scope, nature and complexity in all areas.</p>	<b>20</b>

	For the purposes of this Request for Proposal, high volume traffic is defined as no less than 9,000 vehicles per day. Lake Louise is expected to average between 9,000 and 12,000 vehicles daily.		
1.1.3	<p>The Bidder's proposal should include any specific training they, the Bidder require their staff possess that is relevant to traffic control management services.</p> <p>Training can include but is not limited to certifications and / or completed industry standard courses.</p>	<p><b>0 points:</b> No information provided, not addressed</p> <p><b>1 points:</b> Incomplete details provided or limited traffic control management training required by the Bidder for their staff.</p> <p><b>3 points:</b> Partial details provided. Demonstrates an adequate traffic control management training required by the Bidder for their staff.</p> <p><b>6 points:</b> Complete details provided. Demonstrates a good traffic control management training required by the Bidder for their staff.</p> <p><b>9 points:</b> Provides extensive detail. Demonstrates a high level of traffic control management training required by the Bidder for their staff.</p>	9
1.1.4	<p>The Bidder's proposal should include a "fit for duty" or "unimpaired" policy demonstrating that the Bidder requires a fitness for work assessment as part of their approach. And is used by the Bidder in determining if an employee can perform a specific job or task(s) required under their working conditions.</p> <p>"Fit for duty" refers to employees' ability to safely undertake the physical and psychological demands of their job.</p>	<p><b>0 points:</b> The information provided is unsuitable or insufficient.</p> <p><b>1 – 5 points:</b> Incomplete details provided or limited "fit for duty" or "unimpaired" type of policy required by the Bidder for their staff.</p> <p><b>6 – 10 points:</b> Partial details provided. Demonstrates an adequate "fit for duty" or "unimpaired" type of policy required by the Bidder for their staff.</p> <p><b>11 – 15 points:</b> Complete details provided. Demonstrates a good "fit for duty" or "unimpaired" type of policy required by the Bidder for their staff.</p> <p><b>16 - 20 points:</b> Provides extensive detail. Demonstrates a high level "fit for duty" or "unimpaired" type of policy required by the Bidder for their staff.</p>	20



2.1	Approach & Understanding		
2.1.1	<p>The Bidder must outline their proposed approach and methodology on how the Bidder will meet the objectives and deliverables described at Annex "A" - Statement of Work.</p> <p>The proposed approach and methodology should demonstrate to the Evaluation Team an understanding of the nature, scope and importance of this requirement. Also, how a quality level of service will be maintained to avoid any disruption or impact to the day to day operations.</p>	<p><b>0 points:</b> The information provided is unsuitable or insufficient.</p> <p><b>1 – 5 points:</b> Incomplete details. Demonstrates little understanding of the scope, duties, roles and responsibilities for the ability to meet the required level of service.</p> <p><b>6 – 10 points:</b> Some details provided. Demonstrates some understanding of the scope, duties, roles and responsibilities for the potential ability to meet the required level of service.</p> <p><b>11 – 15 points:</b> Complete details provided. Demonstrates a good understanding of the scope, duties, roles and responsibilities and ability to meet the required level of service.</p> <p><b>16 - 20 points:</b> Extensive details provided. A thorough demonstration of the understanding of the scope, duties, roles and responsibilities with the ability to exceed the required level of service.</p>	<b>20</b>
2.1.2	<p>The Bidder's proposed approach and methodology should demonstrate an understanding of the potential challenges for carrying out the Work and how these challenges might be overcome.</p> <p>For example but not limited to addressing highly fluctuating labour needs and potential shortages.</p>	<p><b>0 points:</b> The information provided is unsuitable or insufficient.</p> <p><b>1 – 4 points:</b> Demonstrates a poor understanding of the potential challenges for carrying out the Work or how these challenges might be overcome.</p> <p><b>5 – 9 points:</b> Demonstrates a good understanding of the potential challenges for carrying out the Work and how these challenges can be overcome.</p> <p><b>10 – 15 points:</b> Demonstrates an excellent understanding of the challenges for carrying out the Work and provides sound solutions for how these challenges can be overcome.</p>	<b>15</b>
		<b>Total Points Available</b>	<b>89</b>
		<b>Minimum Points Required</b>	<b>62</b>

**Bids that do not obtain the required minimum of 62 points overall for the point rated technical criteria will be given no further evaluation.**