



Parks Canada Agency Bid Receiving Unit National Contracting Services Suite 720, 220 – 4<sup>th</sup> Avenue S.E. Calgary, AB T2G 4X3 Bid Fax: 1-866-246-6893

## **REQUEST FOR QUOTATION**

## DEMANDE DE PRIX

### **Quotation 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.

### Prix 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

Title - Sujet : Early Bird Shuttle 2019	<b>Title - Sujet :</b> Early Bird Shuttle 2019 – Lake Louise, AB			
Solicitation No N° de l'invitation : Date : 5P420-18-0526/A April 20			<b>e :</b> I 26, 2019	
<b>Client Reference No.</b> n/a	- N° de référence	du c	client :	
GETS Reference No. PW-19-00872968	N° de référence	du S	SEAG :	
prend fin : horaire			Time Zone - Fuseau horaire MDT/HAR	
F.O.B F.A.B. : Plant - Usine : □ [	Destination : 🛛	Oth	ner - Autre : 🗆	
Address Enquiries to à : Adam Tan	- Adresser toute	s de	mande de renseignements	
Telephone No N° de téléphone : 587-436-5793	Fax NoN° de télécopieur :       Email Address – Courriel :         1-866-246-6893       adam.tan@canada.ca		Email Address – Courriel : adam.tan@canada.ca	
	Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : See herein			
TO BE COMPLETED SOUMISSIONNAIRE	BY THE BIDDER	- À R	EMPLIR PAR LE	
Vendor/ Firm Name -	Nom du fourniss	eur/c	de l'entrepreneur :	
Address - Adresse :	Address - Adresse :			
Telephone No N° de téléphone :       Fax No N° de télécopieur :				
or print) - Nom de la	Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :			
Signature : Date :				





Client Ref. No. - N° de réf. du client : n/a

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

#### **Security Requirements**

This document contains a security requirement. For further instructions consult Part 1 – General Information clause 1.1, Security Requirements and Part 6 – Resulting Contract Clauses clause 6.1, Security Requirements.

Amd. No. - N° de la modif. : 00 **Contracting Authority - Autorité contractante :** Adam Tan

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#### PART 1 – GENERAL INFORMATION

#### 1.1 Security Requirements

New personnel security clearance requests will require mandatory fingerprints to initiate the criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by the change in the criminal record check process. Applicants who require a personnel security clearance are responsible for all costs associated with fingerprinting.

- **1.1.1** Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- **1.1.2** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

#### 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).

n/a

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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-andguidelines/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.

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

#### 2.2 Submission of Bids

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

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

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

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

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

#### 2.4 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.

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#### PART 3 – BID PREPARATION INSTRUCTIONS

#### 3.1 Bid Preparation Instructions

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 <u>Policy on Green</u> <u>Procurement</u> (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: 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 II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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#### PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

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#### 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 Financial Evaluation

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

#### 4.2 Basis of Selection

SACC Manual Clause A0069T (2007-04-25), Basis of Selection

#### 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, <u>if applicable</u>, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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 <u>Ineligibility and Suspension Policy</u>, 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.

#### 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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (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.

#### 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

The following security requirements apply and form part of the Contract.

- **6.1.1** The Contractor/Offeror personnel requiring access to Parks Canada Agency (PCA) assets must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD).
- **6.1.2** The Contractor/Offeror MUST NOT remove any PCA assets from the identified work site(s) without consent from a PCA employee, and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- **6.1.3** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCASD.
- 6.1.4 All screening requests for contractors must be sent to <u>pc.securite-security.pc@canada.ca</u>

#### 6.2 Statement of Work

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

#### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

<u>2010C</u> (2018-06-21), 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 for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from Date of Contract to September 29, 2019 inclusive.

#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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Contracting Authority - Autorité contractante : Adam Tan

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#### Adam Tan

Contracting Officer Parks Canada Agency Chief Financial Officer Directorate Suite 720, 220 – 4<sup>th</sup> Avenue S.E. Calgary, AB T2G 4X3

Telephone: 587-436-5793 Facsimile: 1-866-246-6893 E-mail address: <u>adam.tan@canada.ca</u>

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:

Representative's Name:				
Title:				
Vendor/ Firm Name:				
Address:				
City:	Province / Territory:		Postal Code / ZIP Code:	
Telephone:		Facsimile:		
Email Address:				
Procurement Business Number Goods and Services Tax (GST)				

#### 6.6 **Proactive Disclosure of Contracts with Former Public Servants**

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

#### 6.7 Payment

#### 6.7.1 Basis of Payment Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm 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 Progress Payment

- 1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form <u>PWGSC-TPSGC 1111</u>, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form <u>PWGSC-TPSGC 1111</u> have been signed by the respective authorized representatives.
- 2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

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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.

#### 6.10 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); and
- (f) the Contractor's bid dated (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 Insurance 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.

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The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 6.13.1 Commercial General Liability Insurance

**6.13.1.1** 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.

**6.13.1.2** 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.
- I. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

#### 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.

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#### ANNEX A

#### STATEMENT OF WORK

#### Lake Louise Early Bird Shuttle Bus Service – Lake Louise Area Banff National Park Summer 2019

#### 1. Background

The Lake Louise area in Banff National Park is an iconic destination that caters to vast numbers of both national and international visitors every year. There are three main areas that prove to be the largest draw for visitors, The Village of Lake Louise, Moraine Lake, Lake Louise itself. With seemingly everincreasing visitation and outdated infrastructure, vehicle congestion has become increasingly problematic and has reached the level where it poses a serious public safety concern. The congestion on roads that access the areas with highest visitation have historically suffered from restricted access due to illegal parking, high numbers or RV's and gridlock caused by sheer volume of traffic.

#### 2. Objective

Parks Canada Agency requires a single contractor to provide a for-fee shuttle service for early morning visitors only from the Lake Louise Intercept Parking to trailheads at Moraine Lake. The cost for this service will be to individual users based on a set fee, per passenger for one way destinations.

This service is designed to minimize the impact of long term parking congestion at popular destinations while maintaining access to popular hiking trails in the Lake Louise area.

For health and safety considerations, no pets are permitted on the shuttle service, with the exception of service dogs. Due to the nature of this shuttle service the passenger vehicles will not be required to be handicapped accessible.

#### 3. Contractor Responsibilities

#### The contractor is to be responsible for the following:

#### 3.1 Scope of Work

Providing a fee based shuttle service for hikers / photographers etc. and their equipment (backpacks etc.). This service will operate daily from 6:00am to 8:30 am.

The contractor must provide a minimum of two (2) shuttle buses (twenty four passenger capacity or larger), with one spare bus on site. These vehicles must be capable of safely transporting passengers and their equipment (backpacks etc.).

The shuttles are to have removable decals supplied by PCA being used on the exterior of the shuttles identifying that it is a Parks Canada contracted service that is being provided.

Shuttle services must be provided for the destinations set out below for one way trip access. This service will be based on daily schedule and route (Appendix A and B) that is proposed by Parks Canada Agency. Parks Canada will dictate the pick-up and drop off location. Parks Canada Agency will sell tickets for this service from the Lake Louise Park and Ride for same day service only.

The contractor must provide the required services from June 24, 2019 through September 29, 2019.

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The contractor must efficiently and effectively manage visitor use of the shuttle fully consistent with Parks Canada's high standards for visitor safety and client service.

#### 3.1.1 Level of Service

The contractor must provide a minimum of 2 shuttle buses twenty-four passenger capacity or larger. These vehicles must be capable of safely transporting passengers and their equipment (backpacks etc.).

Appendix A and B provides direction to the route and daily schedule that Parks Canada Agency is requesting the successful contractor be ready to provide.

#### 3.1.2 Pick-up locations

All Early Bird Shuttle routes will originate from the Lake Louise Park and Ride area at the Overflow Parking on the Trans-Canada highway east of the Lake Louise village. Moraine Lake would also be a pick up location if visitors were ready for a return ride to the Park and Ride before the last Early Bird bus leaves Moraine Lake. (Appendix C)

#### 3.1.2.1 Intercept Parking Pick-up location

The departure / bus staging area must be the Park and Ride at the Overflow parking area on the Trans-Canada Highway 5 km East of Lake Louise (as shown in Appendix C)

#### 3.1.3 Drop off locations

For the duration of the Contract, the Contractor is responsible for drop off of passenger users and their equipment (backpacks etc.) at the Moraine Lake Parking lot

The contractor is responsible mostly for one way drop off of passengers in this model but must be prepared to offer service back to the Park and Ride and consistently message the methods which a visitor can use to return to the Village of Lake Louise or the Intercept Parking lot on the Trans-Canada (i.e. Parks Canada Shuttle or local commercial carriers if applicable). (Parks Canada will provide messaging)

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

#### 3.1.4 Considerations.

- Period of service is to be a daily minimum of 0600 to 0830 where a minimum of 96 total seats are available and shuttles are staggered no more than 30 min apart.
- Access to Moraine Lake Road may be via a gate manned by the traffic contractor working at the turn off from Lake Louise Drive.
- Left hand turns are not permitted onto or off of Moraine Lake road between 0800 and 1600 daily.
- The contractor must provide a contingency plan in the event a driver is ill or there are vehicle break downs.

#### 3.1.5 Deliverables

- Provide a daily for-fee shuttle service for passenger users and their equipment (backpacks etc.)
- The contractor must agree to removable decals supplied by PCA being used on the exterior of

the shuttles identifying that it is a Parks Canada contracted service that is being provided.

#### 3.2 Fleet Requirements

The Contractor must:

- 3.2.1 Operate in accordance with:
  - the Alberta Traffic Safety Act;
  - Transport Canada's Motor Vehicle Transportation Act (1987); and
  - National Safety Code (NSC) standards;
- 3.2.2 Ensure that all buses are approved for this service through the Commercial Vehicle Inspection Program (CVIP) and have a valid permit for the duration of the Contract (proof must be provided to the PCA Project Authority proof must be provided to the PCA Project Authority seven (7) days after Contract Award and prior to the operation of any bus in the performance of the work under the Contract);
- 3.2.3 Not operate any vehicles that exceed 20 years of age in the performance of the work (proof must be provided to the PCA Project Authority seven (7) days after Contract Award and prior to the operation of any bus in the performance of the work under the Contract);
- 3.2.4 Ensure that the buses are properly geared and have sufficient power to safely and effectively operate when fully loaded;
- 3.2.5 Provide all bus drivers a means of communication while buses are in service (radios or cell phones);
- 3.2.6 Ensure fueling and maintenance of buses does not impact daily schedules and level of service;
- 3.2.7 Obtain and maintain the specified insurance requirements for the duration of the Contract;
- 3.2.8 Provide a spare bus on location in the event of a breakdown;
- 3.2.9 Ensure the buses are clearlymarked with the company logo and clearly indicate that contract services are being provided;
- 3.2.10 Display signs provided by Parks Canada in each bus at all times while performing under the contract;
- 3.2.11 Keep each bus clean at all times.

#### 3.3 Additional Contractor Responsibilities

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

- Provide driver uniforms (see section 5 Constraints);
- Ensure that each driver has a clean driving abstract and that they are appropriately licensed to drive the passenger vehicles for the duration of the Contract;

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- Ensure that each vehicle is safe, inspected and certified prior to and for the duration of the Contract;
- Maintain a valid business license to permit operating in Banff National Park for the duration of the Contract;
- Communicate effectively to potential users the availability of the shuttle service (as well as connecting shuttles for their return) and how the system works;
- Maintain an acceptable Safety Fitness Rating for the duration of the Contract;
- Ensure that each vehicle used in the performance of the work has a valid provincial Commercial Vehicle Inspection and that it is maintained for the duration of the Contract;
- Must provide emergency and operational communication with each shuttle vehicle; and
- Provide accurate statistics on number of passengers and trips to Parks Canada on a monthly basis.

#### 4. Parks Canada Agency Responsibilities

Parks Canada shall:

- Extensively profile the shuttle through multiple media (e.g. social media, internet, public communications, community bulletins and posters, news media) in the months leading up to and throughout the 2019 summer season.
- Restrict access to Moraine Lake road for any other privately or commercially operated passenger vehicles for the duration of the contract to assist in access.
- Provide updates on the construction conditions and or any changes that may impact the service to be provided.
- Provide a two-way radio for the contractor to use to allow for any required communication that cannot wait for end of day email communication.

#### 5. Constraints

- This service must be a for-fee service to all users.
- Tips are not be accepted by any driver or representative of the Contractor.
- All drivers must provide assistance storing gear and providing basic area information.
- All drivers must be able to communicate clearly in English
- All drivers must be able to effectively and professionally use a two-way radio on the PCA repeater as required for immediately necessary communications with PCA staff.

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

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#### Appendix A

### Early Bird Shuttle Schedule

Moraine Early Bird from Park and Ride					
Shuttle	e to depart daily	from Parl	k and Ride	e 0600 to 0730	
	Park and				
Bus	Ride	Mor	aine	Park and Ride	
#	Depart	Arrive	Depart	Arrive	
1	6:00	6:25	6:30	6:55	
2	6:30	6:55	7:00	7:25	
1	7:00	7:25	7:30	7:55	
2	7:30	7:55	8:00	8:25	

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#### Appendix B Early Bird Shuttle Route Images

Early Bird Shuttle Route

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## Appendix C



Lake Louise Park and Ride (Overflow) Lot



Lake Louise Dr. / Moraine Lake Rd. Intersection

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Moraine Lake Parking Lot

#### 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) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.

#### CONTRACT YEAR: June 24, 2019 to September 29, 2019 inclusive

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid in Canadian funds as specified below for all costs, including but not limited to all professional fees, labour, fuel, and administration costs required for satisfactorily completing its obligations under the Contract in accordance with the Statement of Work at Annex "A" as defined.

ltem No.	Description	Firm Price
1.1	<b>Upper Lake Louise Shuttle Service:</b> Two (2) buses and one (1) spare bus with a minimum capacity of 24 passengers per bus per run, to provide return shuttle service from the Lake Louise Park and Ride lot to the Moraine Lake parking lot., This shuttle will operate over 97 days in, June, July, August, and September 2019. The shuttle service from 6:00 a.m. to 8:30 a.m	\$
Α	Firm Price	\$

#### 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) Firm unit prices will be prorated based on actual quantities undertaken, if any.
- (c) Additional payment terms and conditions will not apply to the contract; and
- (d) 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.

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

Location of Work			

General Description of Work to be Completed

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#### Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
1	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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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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 <u>Ineligibility and Suspension Policy</u> (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

Supplier's Legal Name:		
Organizational Structure:	<ul> <li>( ) Corporate Entity</li> <li>( ) Privately Owned Corporation</li> <li>( ) Sole Proprietor</li> <li>( ) Partnership</li> </ul>	
Supplier's Legal Address:		

Supplier's Procurement Business Number (optional):

#### List of Names

Name	Title

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Title – Titre :

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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.