



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services
Bid Fax: 1-866-246-6893
Bid E-mail Address:
soumissionsouest-bidswest@canada.ca

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

REQUEST FOR QUOTATION

Quotation to: Parks Canada Agency

We hereby offer to sell to His Majesty the King 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.

Comments:

Issuing Office:

Parks Canada Agency
National Contracting Services
Calgary, AB

Title: Traffic Control Services – Waterton Lakes National Park, AB	
Solicitation No.: 5P420-22-0185/A	Date: February 8, 2022
Client Reference No.: N/A	
GETS Reference No.: PW-23-01024569	

Solicitation Closes: At: 14:00 On: March 6, 2023	Time Zone: MST
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Daniel Nguyen	
Telephone No.: 403-836-2352	Fax No.: 1-866-246-6893
Email Address: daniel.nguyen@pc.gc.ca	
Destination of Goods, Services, and Construction: Waterton Lakes National Park, AB	

TO BE COMPLETED BY THE BIDDER

Vendor/ Firm Name:	
Address:	
Telephone No.:	Fax No.:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

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IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

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The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

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. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

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

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

1.1.1. 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.

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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) (<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](#) (2022-03-29), 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.

Subsection 2. entitled Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

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

Bids submitted in-person or by courier will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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

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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.

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

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.5.3. Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the bid be gathered per section and separated as follows:

Section I: Financial Bid
Section II: Certifications

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

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at **Annex B**.

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

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 – Bid

4.1.2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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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 specified will render the bid non-responsive.

5.2.1. Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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](#), must provide the information requested at **Annex E to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex F to Part 5 of the Bid Solicitation** prior to contract award.

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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.

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.

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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

6.1.1. There is no security requirement applicable to the Contract.

6.2. Statement of Work

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

6.2.1. Work Authorization Process – As-and-when Requested Services

6.2.1.1. Work Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Work Authorization (WA). The Work described in the WA must be in accordance with the scope of the Contract.

6.2.1.2. Work Authorization Process:

- (a) The Project Authority will provide the Contractor with a description of the work.
- (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, within one (1) day of receipt, the proposed total estimated cost for performing the work 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.

6.2.2. Minimum Work Guarantee

6.2.2.1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 15% of the Maximum Contract Value.

6.2.2.2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 6.2.2.3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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6.2.2.3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

6.2.2.4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

[2010C](#) (2022-12-01), 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.

6.3.2. Supplemental General Conditions

6.3.2.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from April 1, 2023 to March 31, 2024 inclusive.

6.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) from April 1, 2024 to March 31, 2025 inclusive, April 1, 2025 to March 31, 2026 inclusive, April 1, 2026 to March 31, 2027 inclusive, and April 1, 2027 to March 31, 2028 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

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Daniel Nguyen
Contracting Officer
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
Calgary, AB

Telephone: 403-836-2352
Facsimile: 1-866-246-6893
E-mail address: daniel.nguyen@pc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2. Project Authority

The Project Authority for the Contract is:

*** to be 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:

*** to be completed by the bidder ***

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:		Facsimile:
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

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6.6. Proactive Disclosure of Contracts with Former Public Servants

*** SACC Manual clause A3025C to be inserted at contract award, if applicable ***

6.7. Payment

6.7.1. Basis of payment: Cost reimbursable – Limitation of Expenditure – Work Authorizations

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in **Annex B**, to a limitation of expenditure of \$ ** to be inserted at contract award **. Customs duties are included and Applicable Taxes are extra.

6.7.2. Basis of Payment: Individual Work Authorizations

6.7.2.1. The Contractor will be paid for the Work specified in the authorized work authorization, in accordance with the Basis of Payment at **Annex B**

6.7.2.2. Canada's liability to the Contractor under the authorized work authorization must not exceed the limitation of expenditure specified in the authorized work authorization. Custom duties are included and Applicable Taxes are extra.

6.7.2.3. No increase in the liability of Canada or in the price of the Work specified in the authorized work authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.3. Limitation of Expenditure – Cumulative Total of All Work Authorizations

6.7.3.1. Canada's total liability to the Contractor under the Contract for all authorized Work Authorizations (WAs), inclusive of any revisions, must not exceed the sum of \$ ** to be inserted at contract award **. Customs duties are included and Applicable Taxes are extra.

6.7.3.2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.7.3.3. 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 sum is inadequate for the completion of the Work required in all authorizes WAs, inclusive of any revisions,

whichever comes first.

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.

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6.7.4. Monthly Payment – Individual Work Authorizations

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8. Invoicing Instructions

6.8.1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of the Work Authorization, if applicable

6.8.2. Invoices must be distributed as follows:

- a. Invoices must be forwarded electronically to the Project Authority 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 ***** to be inserted at contract award *****.

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](#) (2022-12-01), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (g) The Contractor's bid dated ***** to be inserted at contract award *****.

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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 in **Annex C**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

6.14. Inspection and Acceptance

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

ANNEX A

STATEMENT OF WORK

1.0 Purpose

To provide, on an as and when requested basis, traffic control services with trained flag persons at various locations within Waterton Lakes National Park, particularly key day use areas, parking lots and secondary roads.

2.0 Background

Waterton Lakes National Park is an iconic Canadian destination that welcomes hundreds of thousands of visitors every year. Traffic congestion in the park has been an issue for several years and has become challenging as visitation is increasing, especially at peak periods. At peak periods or during construction / scene management on busy roads, traffic volumes at times may affect public safety and quality visitor experiences.

Waterton Lakes National Park is seeking a provider to assist with parking lot and congestion management at peak periods, typically weekends from mid-June to Labour Day. There may be additional requests for service outside of these days / months due to increases in visitation, maintenance or construction that may impact parking availability and/or traffic flow.

Parking attendants are often visible and accessible to national park visitors. A focus on visitors and safety requires tact and diplomacy. Anything beyond the scope of parking lot and congestion management such as a wildlife sighting/ incident, visitor safety concern or request for information must be directed to the designated Parks Canada Project Authority.

3.0 Description of Work

The Contractor is responsible for provision of all labour, materials, supplies and equipment necessary to perform the work indicated herein. More specifically, the Contractor is responsible for the following:

3.1 Staffing

- The Contractor must provide from one (1) to six (6) trained flag persons to effect traffic control during busy periods of the 2023 summer season (mid-June through Labour Day) as requested by the Parks Canada Project Authority
- Ensuring all Contractor's employees performing work under this contract are medically and physically able to perform all work under this contract (medical certificates must be produced if requested by Parks Canada)
- Ensuring all Contractor's employees are, properly trained and equipped as per the Alberta Traffic Accommodation in Work Zones Guidelines
- 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.
- Ensuring employees participate in a daily orientation to the park and their site location
- When four (4) or more personnel are requested, or a request for service at more than one (1) location, ensuring that there is a supervisor on site.
- Staff must come prepared for work in all types of weather. Significant heat, cold, wind, precipitation or poor air quality can be a factor at any time of the season and throughout any work day; and

- Upon the request of the Parks Canada Project Authority, the Contractor must remove any staff at this work site who, in the opinion of the Parks Canada Project Authority, lacks appropriate competency or has been conducting him/herself improperly.

3.2 Equipment and Storage

The Contractor is responsible for provision of all equipment necessary for performance of the work, with the exception of items indicated in Parks Canada Responsibilities (Section 6). The Contractor is responsible for safekeeping and return (at any point they are requested, or at the end of the contract) of any items provided by Parks Canada for use in performance of this contract. Returned items must be returned in the same condition they were provided in or be replaced by the Contractor.

The Contractor is responsible for loss or damage of any of its employees' property brought on to Parks Canada's premises.

3.3 Transportation

The Contractor must arrange and provide all transportation to and from work locations for all staff required on site. It is recommended that Electric or Hybrid vehicles are used to reduce gas emissions and that the vehicle has an identifier on the sides and rear.

3.4 Uniform

When on the work site, all employees performing work under this contract will be appropriately clothed and groomed and wearing Contractor identifier clothing. Parks Canada must be aware of the uniforms in advance of the start of the contract.

Employees must also adhere to a zero tolerance policy for alcohol or drugs or impairment and any cigarette smoking is done discretely and out of the public eye.

Under no circumstances are traffic control personnel to accept tips from passengers or visitors.

3.5 Location

- Locations include Cameron Lake Day Use Area, Red Rock Day Use Area, Bear's Hump trailhead, and other locations as requested.
- Work sites must also adhere to the clean picnic area and following wildlife guidelines.
- Drinking water is essential and must be brought as it is not available at many of the sites. Food is also not available at the work locations.
- A portable umbrella may be used for sun protection. Use must be limited during high wind events.
- A portable chair may also be used for resting in lieu of the vehicle depending on the site.

3.6 Insurance, Licenses and Security

- Maintaining Insurance and Worker's Compensation Board requirements as required by the Province of Alberta.
- The Contractor is required to obtain a valid business licence to operate in Waterton Lakes National Park as per the *National Parks of Canada Businesses Regulations*.

3.7 Duties to be Performed

- The Contractor is to maintain traffic by directing visitors to available parking spots, or, if full, to the closest parking spaces available. Contractor may be requested to provide updates on parking lot availability Parks Canada representative.

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- The Contract, as time permits and is safe to do so, is to report visitor safety incidents related to wildlife, emergencies, and other incidents. Contractor staff are expected to direct visitors who have detailed trip planning or orientation questions to Parks Canada staff if present, or to the visitor centre in the Waterton townsite.

In the event of the following situations, the Contractor must:

- **Public Drinking and Intoxication** – notify parks liaison or Banff dispatch via radio or cell phone.
- **Drinking and Driving** - notify parks liaison or Banff dispatch via radio or cell phone.
- **National Park Regulations (Minor Offences)** – Inform and educate the public then notify parks liaison or Banff dispatch via radio or cell phone.
- **Vehicle or Property Vandalism/theft** – - Notify parks liaison or Banff dispatch via radio or cell phone.
- **Traffic Accidents** – Notify parks liaison or Banff dispatch via radio or cell phone.
- **Wildlife Incidents** – Notify parks liaison or Banff dispatch via radio or cell phone.
- **Wildlife Remains**- Notify parks liaison or Banff dispatch via radio or cell phone.
- **Parking Lot Closures** – follow direction of Parks Canada staff for parking lot management and closures. Closures of the parking lot are at the discretion of Parks Canada. Provide observations on parking availability as requested via radio or cell phone.
- **Missing Persons/Emergency Notifications** – Notify parks liaison or Banff dispatch via radio or cell phone

4.0 Reporting and Invoices

The Contractor's Project Lead will address issues and concerns on an on-going basis with the Parks Canada representative on site on a daily basis at the start and end of shift. Should significant issues arise, The Parks Canada Project Authority and Contractor will discuss as requested by either party. The Contractor must compile and submit to the Parks Canada Project Authority electronically no more than 24 hours after a request for service:

- A report using the provided shift report template on all activities, including a breakdown of hours worked at each applicable rate of pay and any items requiring follow up for each day worked. This report is to be submitted no more than 24 hours after a request for service.
- Invoices must be submitted on a monthly basis and match hours in the shift report template.

An *End of Season Report* must be submitted to the Parks Canada Project Authority within one month of completion of the field work. Report will include but not be limited to observations and recommendations related to staffing, training, scheduling, process and policy, duties and equipment.

5.0 Period of the Work

Parks Canada will request the appropriate number of flag persons no less than 64 hours notice (e.g Wednesday afternoon for Saturday morning) and note the start time and meeting location. The Contractor must be prepared to arrive in Waterton Lakes National by the designated start time as requested by Parks Canada, typically 9 a.m. End times may vary depending on traffic volumes, though typically between 3 p.m. and 5 p.m. The Contractor should be prepared to be on site for six (6) to ten (10) hours. The Contractor will allow Parks Canada to cancel any request with no additional costs, 16 hours prior to the designated start time.

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6.0 Parks Canada Responsibilities

Parks Canada is responsible for the following:

- Providing an initial orientation session, including Quality Visitor Experience (QVE) Training for the supervisor and employees addressing orientation to Waterton Lakes National Park, the site, facilities and procedures including desired traffic flow
- Providing traffic cones and delineators where needed
- Provide a brief orientation to traffic control personnel when they arrive at the park outlining work location(s), considerations such as hazards, weather forecast, visitor events and wildlife safety reminders and expectations related to directing traffic.
- Provide a Parks Canada representative contact with whom the Contractor and on site staff can communicate needs, ask questions and discuss options. The representative is responsible for determining the end of the shift.

7.0 Contractor Responsibilities

- Associated costs travelling to and from the park (e.g. mileage or fuel). These costs should be factored into the hourly rate.
- Food or accommodation during or following the shift.
- Drinking water is essential and must be brought as it is not available at many of the sites
- Damage to or loss of any of the Contractor's supplies, materials, vehicle or equipment or to the Contractor's employee's personal belongings brought to the park.

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Appendix A – Maps

Regional map

<https://www.pc.gc.ca/en/pn-np/ab/waterton/visit/cartes-maps/carte-map-waterton-region>

Waterton Lakes National Park is approximately 1.5 hours from Lethbridge and 3 hours from Calgary.

Park map

<https://www.pc.gc.ca/en/pn-np/ab/waterton/visit/cartes-maps/carte-parc-park-map>

Townsite map

<https://www.pc.gc.ca/en/pn-np/ab/waterton/visit/cartes-maps/cartes-map-waterton-village>

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ANNEX B

BASIS OF PAYMENT

**** To Be Completed by the Bidder****

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.
- (e) Total Combined Evaluated Estimated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be comprised of the combined sums of Table A through Table E.

1. Firm Unit Prices – As and When Requested Services

- 1.1 In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, administrative fees, and travel costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

2. Mobilization/Demobilization Rate

No mileage rate or fuel costs will be paid. The mobilization/demobilization rate is to reflect all round trip costs inclusive but not limited to travel time, fuel and mileage from the time the Contractor leaves the Contractor's place of business until the Contractor arrives on site and vice versa. The hourly rate of pay will be applied from the time the Contractor arrives on site until the Contractor leaves the site.

- 2.1 The Contractor will not be able to submit any changes beyond the established rates in Annex "B".

Table 1 – Contract Period: April 1, 2023 to March 31, 2024 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.1	Trained Flag Person for Traffic Management Services as described in Annex A – Statement of Work	Hourly per Person	980	\$	\$
1.2	Traffic Control Supervisor (required for 4 or more trained flag persons) as described in Annex A – Statement of Work	Hourly per Person	250	\$	\$
Mobilization/Demobilization					
1.3	Travel Time – Directly to and from the Park as described in Annex A – Statement of Work*	Hourly per Person per day	540	\$	\$
A	Combined Estimated Total Firm Unit Bid Price(s) Contract Period: April 1, 2023 to March 31, 2024 inclusive (excluding applicable tax)				\$

*Subject to a 3 hour maximum per day.

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Table 2 – Option Year One (1): April 1, 2024 to March 31, 2025 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.1	Trained Flag Person for Traffic Management Services as described in Annex A – Statement of Work	Hourly per Person	980	\$	\$
2.2	Traffic Control Supervisor (required for 4 or more trained flag persons) as described in Annex A – Statement of Work	Hourly per Person	250	\$	\$
Mobilization/Demobilization					
2.3	Travel Time – Directly to and from the Park as described in Annex A – Statement of Work*	Hourly per Person per day	540	\$	\$
B	Combined Estimated Total Firm Unit Bid Price(s) Option Year One (1): April 1, 2024 to March 31, 2025 inclusive (excluding applicable tax)				\$

*Subject to a 3 hour maximum per day.

Table 3 – Option Year Two (2): April 1, 2025 to March 31, 2026 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
3.1	Trained Flag Person for Traffic Management Services as described in Annex A – Statement of Work	Hourly per Person	980	\$	\$
3.2	Traffic Control Supervisor (required for 4 or more trained flag persons) as described in Annex A – Statement of Work	Hourly per Person	250	\$	\$
Mobilization/Demobilization					
3.3	Travel Time – Directly to and from the Park as described in Annex A – Statement of Work*	Hourly per Person per day	540	\$	\$
C	Combined Estimated Total Firm Unit Bid Price(s) Option Year Two (2): April 1, 2025 to March 31, 2026 inclusive (excluding applicable tax)				\$

*Subject to a 3 hour maximum per day.

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Table 4 – Option Year Three (3): April 1, 2026 to March 31, 2027 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
4.1	Trained Flag Person for Traffic Management Services as described in Annex A – Statement of Work	Hourly per Person	980	\$	\$
4.2	Traffic Control Supervisor (required for 4 or more trained flag persons) as described in Annex A – Statement of Work	Hourly per Person	250	\$	\$
Mobilization/Demobilization					
4.3	Travel Time – Directly to and from the Park as described in Annex A – Statement of Work*	Hourly per Person per day	540	\$	\$
D	Combined Estimated Total Firm Unit Bid Price(s) Option Year Three (3): April 1, 2026 to March 31, 2027 inclusive (excluding applicable tax)				\$

*Subject to a 3 hour maximum per day.

Table 5 – Option Year Four (4): April 1, 2027 to March 31, 2028 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
5.1	Trained Flag Person for Traffic Management Services as described in Annex A – Statement of Work	Hourly per Person	980	\$	\$
5.2	Traffic Control Supervisor (required for 4 or more trained flag persons) as described in Annex A – Statement of Work	Hourly per Person	250	\$	\$
Mobilization/Demobilization					
5.3	Travel Time – Directly to and from the Park as described in Annex A – Statement of Work*	Hourly per Person per day	540	\$	\$
E	Combined Estimated Total Firm Unit Bid Price(s) Option Year Four (4): April 1, 2027 to March 31, 2028 inclusive (excluding applicable tax)				\$

*Subject to a 3 hour maximum per day.

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2. Estimated Total Combined Evaluated Price

The total evaluated price is the sum of Tables A through E.

ESTIMATED TOTAL COMBINED <u>EVALUATED</u> BID PRICE (A + B + C + D + E) (excluding applicable tax)	\$
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Notes:

- (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.

ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: 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.

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

*** to be completed after contract award ***

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		
Prime Contractor		
Subcontractor(s) (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.
	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 E TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

*** to be completed by the bidder ***

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's 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: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier's Procurement Business Number (optional):		

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: _____

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ANNEX F TO PART 5 OF THE BID SOLICITATION

FORMER PUBLIC SERVANT

*** to be completed by the bidder ***

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 (<input type="checkbox"/>) No (<input type="checkbox"/>)
--

If so, the Bidder must provide the following information, for all FPS 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.

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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: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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