

# **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 PROPOSAL**

# **Proposal 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: Moraine Lake Shuttle Service – Lake	E Louise, AB			
Solicitation No.:         Date:           5P420-23-0277/A         January 16, 2024				
Client Reference No.:				
GETS Reference No.: n/a				
Solicitation Closes: At: 14:00 On: February 13, 2024	Time Zone: MST			

<b>F.O.B.:</b> Plant: □	Destination: ⊠	Other: □	
Address E Daniel Ng	E <b>nquiries to:</b> uyen		
<b>Telephon</b> 403-836-2		<b>Fax No.:</b> 1-866-246-6893	
Email Add	dress: yen@pc.gc.ca		
Destination		vices, and Construction:	

# TO BE COMPLETED BY THE BIDDER

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



5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### 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 <a href="mailto:soumissionsouest-bidswest@canada.ca">soumissionsouest-bidswest@canada.ca</a>. Bids submitted by email directly to the Contracting Authority or to any email address other than <a href="mailto:soumissionsouest-bidswest@canada.ca">soumissionsouest-bidswest@canada.ca</a> will not be accepted.

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

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.

## **Security Requirements**

There are security requirements associated with this requirement. For further instructions consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

#### **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: <a href="http://www.directdeposit.gc.ca">http://www.directdeposit.gc.ca</a>

Solicitation No.: 5P420-23-0277/A

Amendment No.: 00

**Contracting Authority:** Daniel Nguyen

Client Reference No.:

**Title:** Moraine Lake Shuttle Service – Lake Louise, AB n/a

# **TABLE OF CONTENTS**

PART 1	- INFORMATION AND INSTRUCTIONS	5
1.1.	SECURITY REQUIREMENTS	
1.2.	STATEMENT OF WORK	
1.3.	Debriefings	5
PART 2	- BIDDER INSTRUCTIONS	6
2.1.	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2.	SUBMISSION OF BIDS	
2.3.	ENQUIRIES – BID SOLICITATION	
2.4.	APPLICABLE LAWS	
2.5.	BID CHALLENGE AND RECOURSE MECHANISMS	
PART 3	- BID PREPARATION INSTRUCTIONS	8
3.1.	BID PREPARATION INSTRUCTIONS	8
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1.	EVALUATION PROCEDURES	9
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1.	CERTIFICATIONS REQUIRED WITH THE BID	11
5.2.	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6	- RESULTING CONTRACT CLAUSES	13
6.1.	SECURITY REQUIREMENTS	13
6.2.	STATEMENT OF WORK	13
6.3.	STANDARD CLAUSES AND CONDITIONS	14
6.4.	TERM OF CONTRACT	
6.5.	AUTHORITIES	14
6.6.	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
6.7.	PAYMENT	
6.8.	Invoicing Instructions	
6.9. 6.10.	CERTIFICATIONS AND ADDITIONAL INFORMATION	
6.11.	PRIORITY OF DOCUMENTS	
6.12.	SACC MANUAL CLAUSES	
6.13.	INSURANCE REQUIREMENTS	
6.14.	INSPECTION AND ACCEPTANCE	
ANNEX		
	EMENT OF WORK	
	B	
	OF PAYMENT	
ANNEX	c	25
INSUF	RANCE REQUIREMENTS	25
ANNEX	D	26
ATTE	STATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY	00
A A I A ! = > *	(OHS)	
ANNEX	E TO PART 4 OF THE BID SOLICITATION	28

Client Reference No.: n/a	<b>Title:</b> Moraine Lake Shuttle Service – Lake Louise, AB	
	ON	
ANNEX F TO PART 5 OF	THE BID SOLICITATION	33
LIST OF NAMES FOR IN	ITEGRITY VERIFICATION FORM	33
ANNEX G TO PART 5 OF	THE BID SOLICITATION	35
FORMER PUBLIC SERV	/ANT	35

Amendment No.: 00

**Contracting Authority:** Daniel Nguyen

Solicitation No.: 5P420-23-0277/A

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### **PART 1 – INFORMATION AND INSTRUCTIONS**

### 1.1. Security Requirements

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

- **1.1.1.** Before award of a contract, the following conditions must be met:
  - (a) 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;
  - (b) 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.

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08), 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

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

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 <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# **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: Technical Bid Section II: Financial Bid Section III: Certifications

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

Section I: Technical Bid

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

Section II: Financial Bid

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

# 3.1.1. Exchange Rate Fluctuation

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

Section III: Certifications

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

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

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

#### 4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1. Technical Evaluation

# 4.1.1.1. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex E to Part 4** of the Bid Solicitation.

# 4.1.1.2. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical evaluation criteria at **Annex E to Part 4** of the Bid Solicitation.

#### 4.1.2. Financial Evaluation

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

# 4.1.3. Basis of Selection – Highest Combined Rating of Technical Merit (30%) and Price (70%)

- 1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria.
  - (c) obtain the required minimum 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 140 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30% for the technical merit and 70% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of technical merit and price, respectively. The total available points equals 140 and the lowest evaluated price is \$45,000 (45).

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

		Bidder 1	Bidder 2	Bidder 3
Overal	l Technical Score	120/140	80/140	95/140
Bid E	Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	120/140 x 30 = 25.71	80/140 x 30 = 17.14	95/140 x 30 = 20.36
Calculations	Pricing Score	45/55 x 70 = 57.27	45/50 x 70 = 63.00	45/45 x 70 = 70.00
Cor	nbined Rating	82.98	80.14	90.36
O	verall Rating	2nd	3rd	1st

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### 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 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), 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 provide the information requested at **Annex F 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 G to Part 5 of the Bid Solicitation** prior to contract award.

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 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 <a href="Employment and Social">Employment and Social</a> 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.

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### **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.** The following security requirements apply to and form part of the Contract.
- 6.1.1.1. The contractor/vendor's personnel as well as their subcontractors that require unescorted access to a work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid **RELABILITY STATUS** granted or approved by Parks Canada Agency Security Directorate (PCASD).
  - \*Sensitive assets may include: cash, artefacts, firearms, explosives, keys, vehicles, historic sites and bldgs., electronic equipment, IT networks, critical installations and systems, etc.
- 6.1.1.2. The contractor/vendor's personnel as well as their subcontractors **MUST NOT** remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

#### 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:

- **6.2.1.2.1.** The Project Authority will provide the Contractor with a description of the work.
- **6.2.1.2.2.** 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.
- **6.2.1.2.3.** 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.
- **6.2.1.2.4.** 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.

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 6.2.2 Canada's Obligation - Portion of the Work - Work Authorizations

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

#### 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 Acquisition Clauses and Conditions Manual</u> (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 June 1, 2024 to October 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 three (3) additional one (1) year periods from November 1, 2024 to October 31, 2025 inclusive, November 1, 2025 to October 31, 2026 inclusive, and November 1, 2026 to October 31, 2027 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:

Daniel Nguyen Contracting Officer

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

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.

Client Reference No.: Title

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 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:	Telephone: Facsimile:				
Email Address:					
Procurement Business Number Goods and Services Tax (GST) I	` '				

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

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. Limitation of Expenditure

- **6.7.2.1** Canada's total liability to the Contractor under the Contract must not exceed **\$\*\*\*\* to be inserted at contract award \*\*\*\***. Customs duties are included and Applicable Taxes are extra.
- 6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

whichever comes first.

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

# 6.7.3. Monthly Payment

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

- 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 time and daily passenger count sheets, if applicable; and
- b. a copy of the Work Authorization, if applicable.
- **6.8.2** Invoices must be distributed as follows:
  - The invoice 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.

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 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 <u>2010C</u> (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 \*\*\*.

#### 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.

Solicitation No.: 5P420-23-0277/A Amendment No.: 00 **Contracting Authority:** Daniel Nguyen

Client Reference No.:

**Title:** Moraine Lake Shuttle Service – Lake Louise, AB

# **ANNEX A**

# STATEMENT OF WORK

The Statement of Work is included under separate attachment (Statement of Work\_Shuttle Service-23-0277.pdf).

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### **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 total of Table A through H.

# 1. Required Services: Firm Unit Price – Contract Year: June 1, 2024 to October 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	Moraine Lake Shuttle Service: Using a minimum of one (1) shuttle (with a minimum capacity of 50 passengers each) per departure, provide return shuttle service from upper Lake Louise Lakeshore parking lot to Moraine Lake parking area. The shuttle service will operate for one hundred and thirty-six (136) days between June 1 to October 14, 2024 inclusive. Two departures (4:00am and 5:00am) and return trip (5:30am) daily as per Appendix A.	Per Day	136	\$	\$
Α	Contract Year: Ju	\$			

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 2. As and When Requested Services - Contract Year: June 1, 2024 to October 31, 2024 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
2.1	Provide one (1) additional shuttle for services required outside of that described above in section 1.1	Per Day Per Bus	10	\$	\$
В	Contract Year: Ju	\$			

# 3. Required Services: Firm Unit Price – Option Year One (1): November 1, 2024 to October 31, 2025 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
3.1	Moraine Lake Shuttle Service: Using a minimum of one (1) shuttle (with a minimum capacity of 50 passengers each) per departure, provide return shuttle service from upper Lake Louise Lakeshore parking lot to Moraine Lake parking area. The shuttle service will operate for one hundred and thirty-six (136) days between June 1 to October 14, 2025 inclusive. Two departures (4:00am and 5:00am) and return trip (5:30am) daily as per Appendix A.	Per Day	136	\$\$	\$
С	Option Year One (1): Novem	\$			

Client Reference No.: Title

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 4. As and When Requested Services – Option Year One (1): November 1, 2024 to October 31, 2025 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
4.1	Provide one (1) additional shuttle for services required outside of that described above in section 3.1	Per Day Per Bus	10	\$	\$
D	Option Year One (1): Novem	\$			

# 5. Required Services: Firm Price – Option Year Two (2): November 1, 2025 to October 31, 2026 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
5.1	Moraine Lake Shuttle Service: Using a minimum of one (1) shuttle (with a minimum capacity of 50 passengers each) per departure, provide return shuttle service from upper Lake Louise Lakeshore parking lot to Moraine Lake parking area. The shuttle service will operate for one hundred and thirty-six (136) days between June 1 to October 14, 2026 inclusive. Two departures (4:00am and 5:00am) and return trip (5:30am) daily as per Appendix A.	Per Day	136	\$	<b>\$</b>
E	Option Year Two (2): Novem	\$			

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 6. As and When Requested Services – Option Year Two (2): November 1, 2025 to October 31, 2026 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
6.1	Provide one (1) additional shuttle for services required outside of that described above in section 5.1	Per Day Per Bus	10	\$	\$
F	Estimated Total Firm Unit Price Option Year Two (2): November 1, 2025 to October 31, 2026 inclusive.  (excluding applicable tax)				\$

# 7. Required Services: Firm Price – Option Year Three (3): November 1, 2026 to October 31, 2027 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
7.1	Moraine Lake Shuttle Service: Using a minimum of one (1) shuttle (with a minimum capacity of 50 passengers each) per departure, provide return shuttle service from upper Lake Louise Lakeshore parking lot to Moraine Lake parking area. The shuttle service will operate for one hundred and thirty-six (136) days between June 1 to October 14, 2026 inclusive. Two departures (4:00am and 5:00am) and return trip (5:30am) daily as per Appendix A.	Per Day	136	\$	\$
G	Option Year Three (3): Novem	\$			

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

# 8. As and When Requested Services – Option Year Three (3): November 1, 2026 to October 31, 2027 inclusive.

Item No.	Description	Unit of Measurement	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
8.1	Provide one (1) additional shuttle for services required outside of that described above in section 7.1	Per Day Per Bus	10	\$	\$
н	Estimated Total Firm Unit Price Option Year Three (3): November 1, 2026 to October 31, 2027 inclusive.  (excluding applicable tax)				\$

# 9. Estimated Total Combined Evaluated Price

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

ESTIMATED TOTAL COMBINED EVALUATED PRICE $(A + B + C + D + E + F + G + H)$	\$
(excluding applicable tax)	

# 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.

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

### **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:
  - 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.

Client Reference No.: Title

n/a Moraine Lake Shuttle Service – Lake Louise, AB

### **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		

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

Signature:

Date: \_\_\_\_\_

# 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.
	(contractor), certify that I have read, understood and it my firm, employees and all sub-contractors will comply with the requirements set out in this it and the terms and conditions of the contract.
Namo:	

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### ANNEX E TO PART 4 OF THE BID SOLICITATION

# **TECHNICAL EVALUATION**

#### **Technical Bid Format**

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

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

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

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

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

## 1. Mandatory Technical Criteria

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

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet <u>all</u> of the mandatory technical criteria.

Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria	Met / Not Met Remarks/Notes		Remarks / Notes
1.1	The Bidder must confirm they have the capacity to provide adequate number of buses and drivers to meet the schedule requirements detailed in the Statement of Work on a daily basis from June 1 to October 14.  The Bidder is to indicate in writing the number of buses in their fleet AND number of drivers employed who are eligible to meet the requirements and provide the services requested.	□ Met	□ Not Met	ed by Evaluation Team**
1.2	The Bidder must confirm they have the capacity to assign one (1) project lead. The proposed individual must have at least two (2) years of experience managing a project that is similar in scope, nature and complexity to the requirements described in the Statement of Work.	□ Met	□ Not Met	

Solicitation No.: 5P420-23-0277/A

Amendment No.: 00

**Contracting Authority:** Daniel Nguyen

Client Reference No.:

**Title:**Moraine Lake Shuttle Service – Lake Louise, AB

	The Bidder is to provide the name and resume of the assigned individual.			
1.3	The Bidder must confirm they have the capacity to provide adequate buses that are properly geared and have sufficient power to safely and effectively operate when fully loaded (including a replacement shuttle if needed in an event of a breakdown within 24 hours)  The Bidder is to include a written narrative confirming this capacity and how it will be achieved.	□ Met	□ Not Met	
1.4	The Bidder must confirm they will provide all bus drivers with matching uniforms that clearly identify them as the shuttle services driver.  The Bidder is to provide in writing confirmation of the statement above.	□ Met	□ Not Met	
1.5	The Bidder must confirm that all bus drivers are able to communicate clearly in English in an effective, efficient, and professional manner.  The Bidder is to provide in writing confirmation of the statement above.	□ Met	□ Not Met	
1.6	The Bidder must confirm that each bus driver will have a clean driving abstract and that they are appropriately licensed to drive a passenger bus.  The Bidder is to provide in writing confirmation of the statement above.	□ Met	□ Not Met	
1.7	The Bidder must confirm they operate in accordance with:  a) Alberta Traffic Safety Act; b) Transport Canada's Motor Vehicle Transportation Act (1987); AND c) National Safety Code (NSC) Standards.  The Bidder must provide a copy of each certificate.	□ Met	□ Not Met	

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

1.8	The Bidder must confirm that buses will be approved for this service through the Commercial Vehicle Inspection Program (CVIP) and have a valid permit throughout the duration of the Contract.  The Bidder is to provide in writing confirmation of the statement above.	□ Met	□ Not Met	
1.9	The Bidder must confirm that they will have a valid Banff National Park Business License with Moraine Lake Road Add-on valid throughout the duration of the Contract.  The Bidder is to provide in writing confirmation of the statement above.	□ Met	□ Not Met	

# 2. Point Rated Technical Criteria

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

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

Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
2.1	The Bidder should confirm how many shuttle seats will offer accessible seating per bus throughout the duration of the Contract.  No seats can be accessible – 0 points 1 to 3 seats can be accessible – 2 points 4 to 6 seats can be accessible – 4 points 7 to 9 seats can be accessible – 6 points 10 or more seats can be accessible – 8 points All seats can be accessible – 10 points	2.0	/10 x 2.0 = /20
2.1	Reference(s):		
**To Be Completed	Strengths:		
by Evaluation Team**	Weaknesses:		
2.2	The Bidder should confirm how many shuttle seats will have seat belts per bus throughout the duration of the Contract.  0% of shuttle seats have seatbelts – 0 points 1%-29% of shuttle seats have seatbelts – 2 points 30%-49% of shuttle seats have seatbelts – 4 points 50%-74% of shuttle seats have seatbelts – 6 points	2.0	/10 x 2.0 = /20

Amendment No.: 00 Solicitation No.: 5P420-23-0277/A **Contracting Authority:** Daniel Nguyen

Client Reference No.:

**Title:**Moraine Lake Shuttle Service – Lake Louise, AB

	T T						
	<b>75-99%</b> of shuttle seats have seatblets – 8 points <b>100%</b> of shuttle seats have seatbelts – 10 points						
2.2	Reference(s):						
**To Be Completed	Strengths:						
by Evaluation Team**	Weaknesses:						
	The Bidder should confirm how many shuttles will have audio/visual equipment (including but not limited to: DVD, USB, Bluetooth connections)	2.0	/10 x 2.0 =				
2.3	No Audio/Visual equipment on any shuttle – 0 points	2.0	720				
	Half the shuttles have Audio/Visual Equipment – 5 points						
	All shuttles have Audio/Visual equipment - 10 points						
2.3	Reference(s):						
**To Be Completed	Strengths:						
by Evaluation Team**	Weaknesses:						
	The Bidder should confirm capacity of proposed shuttles to transport recreational items (including but not limited to stand up paddle board, strollers, wheel chairs, kayaks etc.)	2.0	/10 x 2.0 =				
	Bidder to provide cubic meters of space available		/20				
	O cubic meters of available storage space per shuttle – O points						
2.4	<b>1-5 cubic meters</b> of available storage space per shuttle – 2 points						
2.4	<b>6-10 cubic meters</b> of available storage space per shuttle – 4 points						
	<b>11-15 cubic meters</b> of available storage space per shuttle – 6 points						
	<b>16-20 cubic meters</b> of available storage space per shuttle – 8 points						
	<b>More than 20 cubic meters</b> of available storage space per shuttle – 10 points						
2.4	Reference(s):						
**To Be Completed	Strengths:						
by Evaluation Team**	Weaknesses:						

Solicitation No.: 5P420-23-0277/A Amendment No.: 00 **Contracting Authority:** Daniel Nguyen

Client Reference No.:

**Title:** Moraine Lake Shuttle Service – Lake Louise, AB

replace the even the	Sidder should confirm their ability to have a same day cement on location at Lake Louise lakeshore parking in vent of a breakdown.  Quickly can a replacement be made available?  In placement will be available same day — 0 points ins — 4 points ins — 6 points ins — 8 points ins — 8 points ins — 10 points	2.0	/10 x 2.0 = /20		
2.5  No re 60 mi 45 mi 30 mi <30 n  2.5  **To Be  Strong	pplacement will be available same day – 0 points ins – 4 points ins – 6 points ins – 8 points ins – 8 points ins – 10 points		/20		
No re 60 mi 45 mi 30 mi <30 n  2.5 Refere	ins – 4 points ins – 6 points ins – 8 points nins – 10 points				
**To Be	nce(s):				
Ctrono					
	ths:				
by Evaluation Team**	nesses:				
	Bidder should confirm the year of manufacture as well leage of the equipment to be used to fulfill the act.	2.0	/10 x 2.0 =		
199,9	<b>000 km</b> – 0 points <b>99 – 51,000 km</b> – 5 points <b>000 km</b> – 10 points		/20		
	Reference(s):				
**To Be Completed Streng	ths:				
by Evaluation Team**  Weakn	nesses:				
Englis	Bidder should confirm if staff drivers who are bilingual in sh and French can be provided throughout the duration Contract.	2.0	/10 x 2.0 =		
<b>2.7 No, b</b> 0 poir	illingual shuttle drivers can not be provided – nts		/20		
<b>Yes</b> , 10 po	billingual shuttle drivers can be provided – ints				
	Reference(s):				
Completed	Strengths:				
by Evaluation Team**  Weakn	Weaknesses:				
A	Total Poin  **To Be Completed by Evaluation		/140		
	Minimum Points F	Required	70		

Bids that do not obtain the required minimum of 70 points overall for the point rated technical criteria will be given no further evaluation.

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### ANNEX F 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 <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'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:	<ul><li>( ) Corporate Entity</li><li>( ) Privately Owned Corporation</li><li>( ) Sole Proprietor</li><li>( ) Partnership</li></ul>			
Supplier's Legal Address:				
City:	Province / Territory:	Postal Code:		
Supplier's Procurement Business Number (optional):				

#### **List of Names**

Name	Title

Solicitation No.: Amendment No.: **Contracting Authority:** 5P420-23-0277/A Daniel Nguyen Client Reference No.: Moraine Lake Shuttle Service - Lake Louise, AB **Declaration** l, \_\_\_\_\_\_, (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: \_\_\_\_\_

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

#### ANNEX G 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 <u>Financial Administration</u> <u>Act</u>, 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 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 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 Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension 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 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.

5P420-23-0277/A 00 Daniel Nguyen

Client Reference No.: Title:

n/a Moraine Lake Shuttle Service – Lake Louise, AB

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 <a href="Contracting Policy Notice: 2019-1">Contracting Policy Notice: 2019-1</a> 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 Yes ( ) No ( ) terms of the Work Force Adjustment Directive?

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.