

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: **1-866-246-6893**

Bid Email:

soumissionsouest-bidswest@canada.ca

The only acceptable email address for responses to bid solicitations 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 may not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 25 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Parks Canada Agency

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

Proposition à : l'Agence Parcs Canada

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

Comments - Commentaires:

Issuing Office - Bureau de distribution :

Parks Canada Agency National Contracting Services



| | | 403 | | |
|--|---------|-------------------------------|--|--|
| Title - Sujet : Lake O'Hara Visitor Transportation: Busing Services – Yoho National Park, Parks Canada | | | | |
| Solicitation No N° de 'invitation: April 14, 2020 5P420-19-0366/B | | | | |
| Client Reference No N° de réfé n/a | rence d | lu client : | | |
| GETS Reference No. N° de référence PW-20-00912136 | rence d | u SEAG : | | |
| Solicitation Closes - L'invitation fin : | prend | Time Zone - Fuseau horaire | | |
| At - à : 14 :00 On - le : April 30, 2020 | | MDT | | |
| F.O.B F.A.B. : Plant - Usine : □ Destination : ⊠ | Othe | r - Autre : □ | | |
| Address Enquiries to - Adresser tou | tes dem | ande de renseignements à: | | |
| Ryan Taylor - ryan.taylor@canada.ca | ı | | | |
| Telephone No N° de téléphone : | | | | |
| Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : See Herein | | | | |
| TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE | | | | |
| Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur : | | | | |
| Address - Adresse : | | | | |
| Telephone No N° de téléphone : | Fax | No N° de télécopieur : | | |
| Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) : | | | | |
| Signature : | | Date : | | |



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Client Ref. No. - N° de réf. du client : Title - Titre :

n/a Lake O'Hara Visitor Transportation: Busing Services – Yoho National Park, Parks Canada

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED.

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

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

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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. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

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

Security Requirements

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

Solicitation No. - N° de l'invitation : 5P420-19-0366/B

Amd. No. - N° de la modif. :

Contracting Authority - Autorité contractante :

Ryan Taylor

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

Title - Titre :

Lake O'Hara Visitor Transportation: Busing Services - Yoho National Park, Parks Canada

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

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

- **1.1.1** Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
- **1.1.2** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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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 <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> (2019-03-04), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety.

Subsection 5.4 of <u>2003</u>, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

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

2.2 Submission of Bids

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

Bids submitted in-person or by courier may 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. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca may not be accepted.

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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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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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 British Colombia.

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

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separate attachments 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.

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

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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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.1.2 Point Rated Technical Criteria

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

4.1.2 Financial Evaluation

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

4.2. Basis of Selection – Highest Combined Rating of Technical Merit (60%) and Price (40%)

- **4.2.1** To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- **4.2.2** Bids not meeting a. or b. or c. will be declared non-responsive.
- **4.2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- **4.2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- **4.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- **4.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- **4.2.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000.

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Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

| | | Bidder 1 | Bidder 2 | Bidder 3 |
|----------------|-----------------------|----------------------|---------------------|---------------------|
| Overall Techn | ical Score | 115/135 | 89/135 | 92/135 |
| Bid Evaluated | Price | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | 115/135 x 60 = 51.11 | 89/135 x 60 = 39.56 | 92/135 x 60 = 40.89 |
| Calculations | Pricing Score | 45/55 x 40 = 32.73 | 45/50 x 40 = 36.00 | 45/45 x 40 = 40.00 |
| Combined Rat | ing | 83.84 | 75.56 | 80.89 |
| Overall Rating | | 1st | 3rd | 2nd |

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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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required at **Annex "E"** to Part 5 of the Bid Solicitation before contract award.

5.2.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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 website (https://www.canada.ca/en/employment-social-development/programs/employment-equity.html). Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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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 The Contractor/Offeror's personnel as well as his subcontractors that require access to unescorted work site(s), assets or sensitive information must EACH hold a valid RELIABILITY STATUS, granted or approved by Parks Canada Agency Security Directorate (PCASD).
- 6.1.2 The Contractor/Offeror's personnel as well as his subcontractors MUST NOT remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and he must ensure that his personnel are made aware of and comply with this restriction.
- **6.1.3** All screening requests for contractors must be sent to pc.security.pc@canada.ca.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2018-06-21), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2022 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 two (2) additional one (1) year periods being as follows: November 1, 2022 to October 31, 2023 inclusive, November 1, 2023 to October 31, 2024 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.

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6.5 **Authorities**

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Ryan Taylor

Contracting Officer Parks Canada Agency National Contracting Services 220 - 4 Avenue S.E., suite 720 Calgary, AB T2G 4X3

Telephone: (587) 436-5987 Facsimile: 1-866-246-6893

E-mail address: ryan.taylor@canada.ca

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

Project Authority 6.5.2

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: | | | | | |
|---|-----------------------|-------|-------------------------|--|--|
| Title: | | | | | |
| Vendor/ Firm Name: | | | | | |
| Address: | | | | | |
| City: | Province / Terri | tory: | Postal Code / ZIP Code: | | |
| Telephone: | 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

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

6.7 Payment

6.7.1 Limitation of Expenditure: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, and profit 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 being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Monthly Payments

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.
- **6.8.2** Invoices must be distributed as follows:
 - a. Invoices must be forwarded electronically to the Project Authority for certification and payment.

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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 British Columbia.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2018-06-21), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, 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.

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ANNEX A

STATEMENT OF WORK

The Statement of Work is provided under separate attachment (Annex A – Statement of Work Visitor Transportation at Lake O'Hara)

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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.

For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table 1, Table 2, Table 3, Table 4,

Table 1: Firm Unit Price(s) – Period of Contract (Date of Contract to October 31, 2022)

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

| Item No. | Description | Unit of Measure | Unit Price (A) | Estimated Quantity (B) | Estimated Total (A x B) |
|-------------|--|--------------------|-------------------|------------------------------|----------------------------|
| 2020 | Season | | | | |
| 1.1 | Lake O'Hara bus shuttle service as per section 2.23 of Annex A Statement of Work | Per Day | \$ | 109 | \$ |
| 1.2 | Additional round trips during regular operational day (as and when required) | Per Trip | \$ | 12 | \$ |
| 1.3 | As and when requested services as per section 2.3 of Annex A Statement of Work | Per Day | \$ | 1 | \$ |
| 2021 | Season | | | | |
| 1.4 | Lake O'Hara bus shuttle service as per Annex A 2.23 Schedule | Per Day | \$ | 109 | \$ |
| 1.5 | Additional round trips during regular operational day (as and when required) | Per Trip | \$ | 12 | \$ |
| 1.6 | As and when requested services as per section 2.3 of Annex A Statement of Work | Per Day | \$ | 1 | \$ |
| 2022 | Season | | | | |
| 1.7 | Lake O'Hara bus shuttle service as per Annex A 2.23 Schedule | Per Day | \$ | 109 | \$ |
| 1.8 | Additional round trips during regular operational day (as and when required) | Per Trip | \$ | 12 | \$ |
| 1.9 | As and when requested services as per section 2.3 of Annex A Statement of Work | Per Day | \$ | 1 | \$ |
| Subto | otal 1: Contract Period 2020 to 2022 | \$ | | | |

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Table 2: Firm Unit Price(s) - Optional Year 2023

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds <u>for all costs</u>, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

| Item No. | Description | Unit of Measure | Unit Price (A) | Estimated Quantity (B) | Estimated Total (A x B) |
|-------------|--|--------------------|-------------------|------------------------------|----------------------------|
| 2.1 | Lake O'Hara bus shuttle service as per Annex A 2.23 Schedule | Per Day | \$ | 109 | \$ |
| 2.2 | Additional round trips during regular operational day (as and when required) | Per Trip | \$ | 12 | \$ |
| 2.3 | As and when requested services as per section 2.3 of Annex A Statement of Work | Per Day | \$ | 1 | \$ |
| | | \$ | | | |

Table 3: Firm Unit Price(s) - Optional Year 2024

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds <u>for all costs</u>, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

| Item No. | Description | Unit of Measure | Unit Price (A) | Estimated Quantity (B) | Estimated Total (A x B) |
|--------------------------------|--|--------------------|-------------------|------------------------------|----------------------------|
| 3.1 | Lake O'Hara bus shuttle service as per Annex A 2.23 Schedule | Per Day | \$ | 109 | \$ |
| 3.2 | Additional round trips during regular operational day (as and when required) | Per Trip | \$ | 12 | \$ |
| 3.3 | As and when requested services as per section 2.3 of Annex A Statement of Work | Per Day | \$ | 1 | \$ |
| Subtotal 2: Optional Year 2024 | | | | | \$ |

Estimated Total Combined Evaluated Bid Price

The total evaluated price is the sum of Tables 1 through 3.

| ESTIMATED TOTAL COMBINED <u>EVALUATED</u> PRICE (Table 1 + Table 2 + Table 3) \$ (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.

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

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2. AUTOMOBILE LIABILITY INSURANCE

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

- 2.2 The policy must include the following:
 - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - e. OPCF/ SEF/ QEF #6a Permission to Carry Passengers for Compensation or Hire
 - f. OPCF/ SEF/ QEF #6c Public Passenger Vehicles Endorsement

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ANNEX D

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

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

| Parks Canada Responsible Authority/Project Lead | Address | Contact Information |
|--|---------|---------------------|
| Turko Guriada Responsible Authority/1 Toject Esad | Addioss | |
| Project Manager/Contracting Authority | | |
| 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.

| Name | Signature | Date |
|------------|--|---|
| conditions | s of the contract. | |
| | s and all sub-contractors will comply with the requiremen | ve read, understood and attest that my firm, ts set out in this document and the terms and |
| | The contractor and/or its subcontractor(s) will ensure the any emergency procedures applicable to the site. | at its employees are instructed in respect of |
| | Where a contractor and/or its subcontractor(s) will be st substances in the work place, it will place warning signs presence of the substances and any precautions to be t or death. | at access points warning persons of the |
| | The contractor and/or its subcontractor(s) has inspected assessment and has put in place a health and safety plaprior to the commencement of the work. | |
| | The contractor and/or its subcontractor(s) will ensure the safety of Parks Canada employees. | at its activities do not endanger the health and |
| | The contractor and/or its subcontractor(s) will ensure the prescribed safety materials, equipment, devices and clo | |
| | The contractor and/or its subcontractor(s) will provide all devices and clothing. | l prescribed safety materials, equipment, |
| | The contractor and/or its subcontractor(s) will comply will legislation and Parks Canada's policies and procedures | |
| | A meeting has been held to discuss hazards and access foreseeable hazards have been identified to the contract | |
| | | |

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ANNEX E 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 FPS, 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,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*.

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c.. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits 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

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.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

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?

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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ANNEX 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 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: | Supplier's Legal Address: | | | | |
| Province / Postal Code / ZIP Code: | | | | | |
| Supplier's Procurement Business Number (optional): | | | | | |

List of Names

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Solicitation No. - N° de l'invitation : Amd. No. - N° de la modif. : Contracting Authority - Autorité contractante : 5P420-19-0366/B Ryan Taylor Client Ref. No. - N° de réf. du client : Title - Titre : Lake O'Hara Visitor Transportation: Busing Services - Yoho National Park, Parks Canada Declaration I, (name) _____, (position) _____, of (supplier's name) ______, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted. **Signature Date** Please include with your bid or offer.

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ANNEX G

TECHNICAL EVALUATION

1. Technical Bid Format

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

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

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

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

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

2. Submission Requirements

The Bidder must submit one (1) hard copy AND one (1) soft copy of its technical bid on a USB flash drive, in Adobe PDF format. Both the hard copy and the soft copy of the technical bid should be identical in content.

A USB flash drive is the preferred media type for the one (1) soft copy of the technical bid required.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

3. Mandatory Technical Criteria

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

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

| Item | Evaluation Critoria | | Not Met | Remarks / Notes |
|------|--|-------|--|--------------------|
| No. | | | **To Be Completed by Evaluation Team** | |
| 3.1 | The Bidder must provide information on two (2) previous charter passenger bus / shuttle service operations that have occurred within the past five (5) years where the Bidder is clearly identified as the prime contractor. | □ Met | □ Not Met | |
| 3.2 | The Bidder must outline their proposed approach and methodology on how the Bidder will meet the objectives and deliverables described at Annex "A" - Statement of Work. | □ Met | □ Not Met | |
| 3.3 | The Bidder must provide a list of proposed equipment, personnel and vehicles to be used by the bidder to complete the work as described. | □ Met | □ Not Met | |
| 3.4 | The Bidder must provide an accessibility plan for the assistance and accommodations of visitors with mobility limitations as well as visual and hearing impairments. | □ Met | □ Not Met | |

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

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4. Point Rated Technical Criteria

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

For a bid to be declared responsive to the solicitation requirements it must meet or exceed the minimum 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.

Each point rated technical evaluation criterion has a weight that reflects its importance in the proposal submission. The degree to which the proposal satisfies the requirement of each criterion will be assessed and a score will be assigned ranging from 0 to 10 as outlined under 6. Generic Evaluation Criteria, with 0 meaning the proposal completely fails to satisfy the requirements, and 10 meaning the proposal fully meets the outlined criterion. This score will then be multiplied by the weight indicated for that point rated evaluation criterion.

| Item No. | Evaluation Criteria | Weight | Points Awarded **To Be Completed by Evaluation Team** |
|-------------|--|--------|---|
| A. | Qualifications and Experience | | |
| A.1 | The information being provided on previous Charter passenger bus / shuttle operations should be similar in scope, nature and complexity to the requirements described at Annex "A" – Statement of Work. Each previous project should address, but not be limited to: Name of client organization or company Name, title, telephone number and email of contact Project title and a detailed description of Project or Contract including: Approximate scale of the project/contract Location of the project or contract Duration of the project including start date (month and year) and end date (month and year) personnel who worked on the project - Role of the Bidder | | /10 X 1.0 = /10 |
| В. | Approach, Methodology & Understanding | | |
| B.1 | The bidder's proposal should demonstrate their approach and methodology for completing the work. It should also demonstrate the nature, scope and importance of this requirement and how a quality level of service will be maintained to avoid any disruption or impact to the day to day operations. The Bidder' proposal should include but is not limited to: a detailed outline of the significant duties involved; identify key personnel; and clearly identify their individual roles and responsibilities including but not limited to the Project Lead and Shift Team Lead. Iist of proposed Equipment and vehicles to be used by the bidder. | 4.0 | /10 X 4.0 = /40 |

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| B.2 | The Bidder's proposed approach and methodology should demonstrate an understanding of the potential challenges of carrying out the Work and how they plan to overcome potential impacts to operations. For example but not limited to addressing highly fluctuating labour needs and potential shortages; mechanical breakdown of buses, inclement weather (such as snowfall) affecting road conditions. | 2.0 | /10 X 2.0 = /20 |
|---|--|-----|-----------------------|
| C. | Accessibility Plan and Accommodations | | |
| C.1 | Bidders should provide an actionable plan to ensure accessibility for visitors with mobility limitations and other impairments, such as visual and hearing, that may result in challenges boarding and disembarking bus transportation. Bidders should identify project challenges and propose solutions for improving accessibility for Parks Canada visitors and how the bidder would implement and ensure appropriate support. This should also include notification timelines that detail how many days in advance Parks Canada would need to request specific accommodations. This plan will be the basis for the approved accessibility plan that will form part of the resulting Contract. | 2.0 | /10 X 2.0 = /20 |
| D. | Green Initiatives, Policies and Procedures | | |
| D.1 | Bidders are encouraged to provide company specific information demonstrating steps they are taking to reduce the environmental impact of daily operations. Bidders should clearly describe how the information provided relates to the services to be delivered under the resulting Contract. | 1.0 | /10 X 1.0 = /10 |
| Total Score **To Be Completed by Evaluation Team** | | | /100 |

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5. Point Rated Technical Criteria Summary Table

| Item No. | Evaluation Criteria | Weight Factor | Maximum Weighted Rating |
|---|-------------------------------|------------------|----------------------------|
| A. | Qualifications and Experience | | 10 |
| A.1 Previous Work 1.0 | | 10 | |
| Maximum Points Available for Criteria A | | | 10 |

| B. Approach, Methodology & Understanding | | 40 | | |
|--|------------------------------|----|----|--|
| B.1 | B.1 Completing the Work 4.0 | | | |
| B.2 | B.2 Potential Challenges 2.0 | | | |
| Maximum Points Available for Criteria B | | | 60 | |

| C. Accessibility Plan and Accommodations | | 20 | |
|--|--|----|----|
| C.1 Optimizing Accessibility 2.0 | | | 20 |
| Maximum Points Available for Criteria C | | | 20 |

| D. Green Initiatives, Policies and Procedures | | 10 | |
|---|--|----|----|
| D.1 Reduction of Environmental Impact 1.0 | | 10 | |
| Maximum Points Available for Criteria D | | | 10 |

| Maximum Points Available for Point Rated Technical Criteria | 100 |
|---|-----|
| Minimum Points Required for Point Rated Technical Criteria | 60 |

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6. Generic Evaluation Criteria

Parks Canada Agency (PCA) Evaluation Board members will individually evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the generic evaluation table below. The PCA Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.

| Non Responsive | Inadequate | Weak | Adequate | Fully Satisfactory | Strong |
|--|--|---|---|---|---|
| 0 Point | 2 Points | 4 Points | 6 Points | 8 Points | 10 Points |
| Did not submit information which could be evaluated | Lacks complete or almost complete understanding of the requirements | Some understanding of the requirements but lacks adequate understanding in some areas of the requirements | Demonstrates a good understanding of the requirements | Demonstrates a very good understanding of the requirements | Demonstrates an excellent understanding of the requirements |
| | Weaknesses cannot be corrected | Generally doubtful that weaknesses can be corrected | Weaknesses can be corrected | No significant weaknesses | No apparent weaknesses |
| | Proponent does not possess qualifications and experience | Proponent lacks qualifications and experience | Proponent has an acceptable level of qualifications and experience | Proponent is qualified and experienced | Proponent is highly qualified and experienced |
| | Team proposed is not likely able to meet requirements | Team does not cover all components or overall experience is weak | Team covers most components and will likely meet requirements | Team covers all components - some members have worked successfully together | Strong team – has worked successfully together on comparable projects |
| | Sample projects not related to this requirement | Sample projects generally not related to this requirement | Sample projects generally related to this requirement | Sample projects directly related to this requirement | Leads in sample projects directly related to this requirement |
| | Extremely poor, insufficient to meet performance requirements | Little capability to meet performance requirements | Acceptable capability, should ensure adequate results | Satisfactory capability, should ensure effective results | Superior capability, should ensure very effective results |