



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.

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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

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| Title - Sujet : Secure Armoured Car Services – Lake Louise, Yoho and Kootenay National Parks | |
| Solicitation No. - N° de l'invitation : 5P420-19-0438/A | Date : April 21, 2020 |
| Client Reference No. - N° de référence du client : n/a | |
| GETS Reference No. N° de référence du SEAG : PW-20-00911007 | |
| Solicitation Closes - L'invitation prend fin : At - à : 14 :00 On - le : May 19, 2020 | Time Zone - Fuseau horaire MDT |
| F.O.B. - F.A.B. : Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/> | |
| Address Enquiries to - Adresser toutes demande de renseignements à : Ryan Taylor – ryan.taylor@canada.ca | |
| Telephone No. - N° de téléphone : (587) 436-5987 | Fax No. -N° de télécopieur : 1-866-246-6893 |
| 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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Ryan Taylor

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n/a

Title – Titre :
Secure Armoured Car Services – Lake Louise, Yoho and Kootenay National Parks

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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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.

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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).

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (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.

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.

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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 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 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 Alberta.

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

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PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders 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”**.

4.1.2 Financial Evaluation

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

4.1.2.1 The total evaluated price will be the sum total of all firm unit prices and the corresponding estimated quantities for all years as stated at Annex “B”.

4.2 Basis of Selection - Mandatory Technical Criteria Only

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required at **Annex "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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity.html) 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.

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/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).

6.1.1.2 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.

6.1.1.3 All screening requests for contractors must be sent to pc.securite-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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (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 May 31, 2023 inclusive.

6.4.3 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: June 1, 2023 to May 31, 2024 inclusive, June 1, 2024 to May 31, 2025 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, National Contracting Services
Chief Financial Officer Directorate
Parks Canada Agency
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.

6.5.2 Project Authority

The Project Authority for the Contract is:

**** to be provided at contract award ****

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

****To be completed by the bidder****

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 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 Payment

[H1008C](#) (2008-05-12) Monthly Payment.

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.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2018-06-21) General Conditions – Professional 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

[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:*
Secure Armoured Car Services – Lake Louise, Yoho and Kootenay National Parks)

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 total evaluated price will be the sum total of all firm unit prices and the corresponding estimated quantities for all years as stated below.

Firm Unit Price(s) – Required Services

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 for all costs, 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. | Pickup Location | Estimated Number of Pickups per year | Price Per Pickup 2020 | Price Per Pickup 2021 | Price Per Pickup 2022 | Price Per Pickup 2023 Option Year 1 | Price Per Pickup 2024 Option Year 2 |
|----------|---------------------------------------------------------------------------------------|--------------------------------------|-----------------------|-----------------------|-----------------------|-------------------------------------|-------------------------------------|
| 1. | Niblock Gate (June - October) | 122 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 2. | Saskatchewan Crossing Warden Station (June – October : includes \$ transfer to Field) | 122 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 3. | Lake Louise Visitor Centre | 213 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 4. | Kootenay Administration, Radium (June - October : includes \$ transfer to Field) | 123 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

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| | | | | | | | |
|----|--------------------------------------------------|-----|----------|----------|----------|----------|----------|
| 5. | Kootenay Administration, Radium (November – May) | 91 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 6. | Radium Hot Springs Pools | 214 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 7. | Kootenay Gate, Highway 93 south (June - October) | 123 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 8. | Field Visitor Centre (May - October) | 136 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Notes:

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

ANNEX C

INSURANCE REQUIREMENTS

1. COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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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

3. ALL RISK IN TRANSIT INSURANCE

The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than **\$100,000.00** per shipment. Government Property must be insured on Replacement Cost (new) basis.

3.1 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

3.2 The All Risk Property in Transit insurance must include the following:

- a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
- b. Loss Payee: Canada as its interest appears or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Parks Canada Agency and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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4. COMPREHENSIVE CRIME INSURANCE

4.1 The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:

- a. Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than **\$100,000.00** covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
- b. Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than **\$100,000.00**.

4.2 The Comprehensive Crime insurance must include the following:

- a. 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.
- b. Loss Payee: Canada as its interest may appear or as it may direct.

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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 |
|-------------------------------------------------------------|----------------|----------------------------|
| 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.

| | |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s) |
| | The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety. |
| | The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing. |
| | The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times. |
| | The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees. |
| | The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work. |
| | Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death. |
| | The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site. |

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

Name

Signature

Date

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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

| | |
|----------------------------------------------------------------------------|----------------|
| As per the above definitions, is the Bidder a FPS in receipt of a pension? | Yes () No () |
|----------------------------------------------------------------------------|----------------|

If so, the Bidder must provide the following information, for all 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? | Yes () No () |
|-------------------------------------------------------------------------------------------------------------------|----------------|

If so, the Bidder must provide the following information:

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

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

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 [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror’s organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

| | | |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------------|
| Supplier’s Legal Name: | | |
| Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership | | |
| Supplier’s Legal Address: | | |
| City: | Province / Territory: | Postal Code / ZIP Code: |
| Supplier’s Procurement Business Number (optional): | | |

List of Names

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

I, (name) _____, (position) _____, of

(supplier's name) _____, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Date

Please include with your bid or offer.

ANNEX G

TECHNICAL EVALUATION

1. Technical Bid Format

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

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

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

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

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

2. Mandatory Technical Criteria

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

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

| Item No. | Evaluation Criteria | Met / Not Met | | Remarks / Notes |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------|-----------------|
| | | **To Be Completed by Evaluation Team** | | |
| 3.1 | <i>The Bidder must provide proof that they hold the necessary certifications and meet all applicable regulatory requirements to provide the services as defined in Annex A Statement of Work, in both Alberta and British Columbia.</i> | <input type="checkbox"/> Met | <input type="checkbox"/> Not Met | |

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