



Procurement and Contracting Services  
30 Victoria Street  
Gatineau, (QC) K1A 0M6

## REQUEST FOR PROPOSAL AMENDMENT

The Request for Proposal is hereby amended; unless otherwise indicated, all other terms and conditions of the Request for Proposal remain the same.

<b>RFP Amendment No.</b>  9	<b>RFP Amendment Date:</b>  July 10, 2014
<b>Office of the Chief Electoral Officer File No.</b>  ECRS-RFP-13-0702	
<b>Title:</b>  Event Field Office Services (EFOS)	
<b>Request for Proposal Closing Date:</b>  July 31, 2014 2:00pm (ET)	
<b>ENQUIRIES – address enquiries to the Contracting Authority:</b>  <b>Office of the Chief Electoral Officer of Canada</b> Procurement and Contracting Services 30 Victoria Street Gatineau (QC) K1A 0M6  <a href="mailto:proposition-proposal@elections.ca">proposition-proposal@elections.ca</a>	
<b>Attention:</b>  Ron Shaheen	<b>Tel No.</b>  819-939-1489

## **Part 1. Interpretation**

- 1.1** Elections Canada hereby amends in accordance with this amendment the Request for Proposal for Event Field Office Services (EFOS) bearing number ECRS-RFP-13-0702 and dated June 2, 2014 (the “RFP”). This amendment hereby forms part of the RFP.
- 1.2** Unless defined herein or unless the context otherwise requires, all of the words and phrases defined in the RFP and used in this amendment shall have the same meanings assigned to them in the RFP.

## **Part 2. Questions and Answers**

The following questions have been asked in response to the RFP and Elections Canada hereby answers as follows:

### **2.1 Question No. 69**

Question: - Pricing Tables – 3-COTS Equipment tab

Year 2 and Year 3 show a quantity of 1 for every COTS product listed. Can you please make us understand why that is?

Answer: Elections Canada expects to issue the primary COTS Equipment Order Notifications in Year 1 of the then current Term. However, as detailed in sub-section 3.2.3 of Annex A – Statement of Work, Elections Canada may issue any number of COTS Equipment Order Notifications throughout the Term. Therefore, a quantity of 1 of each item of COTS Equipment listed in year 2 and year 3, enables the Contractor to provide fixed unit pricing for any additional COTS Equipment Order Notifications that may be issued by Elections Canada during those years.

### **2.2 Question No. 70**

Question: Reference Section 7.1.1 (j) ink cartridge yield above 7,000 copies @ 5% coverage; would the Crown please modify this requirement to “toner cartridge yield of 6,900 or more copies @ 5% coverage”?

Answer: Yes. The RFP is hereby amended in accordance with section 3.1 of this amendment.

### **2.3 Question No. 71**

Question: Reference: Technical Certifications Requirements. Requirement 4 asks for Windows 7 certification for “Business Servers, Laptop Computers and Desktop Computers.....” Would the Crown please remove the requirements for certification of a desktop operating system on a Business Server?

Answer: Yes. The RFP is hereby amended in accordance with section 3.2 of this amendment.

#### **2.4 Question No. 72**

Question: Reference 7.2 Consumable Goods - 7.2.1 as specified in a Packaging Notice and associated Blueprints, the Contractor must supply the following Consumable Goods related to the use of Small Monochrome Printers: black ink cartridges with a minimum yield of 10,000 copies @ 5% coverage. Would the Crown please modify this requirement to 6,900 copies?

Answer: Yes. The RFP is hereby amended in accordance with section 3.3 of this amendment.

#### **2.5 Question No. 73**

Question: Reference 8.2 Consumable Goods - 8.2.1 As specified in a Packaging Notice and associated Blueprints, the Contractor must supply the following Consumable Goods related to the use of Large Monochrome Printers: (a) black ink cartridges with a minimum yield of 30,000 copies @ 5% coverage. Would the Crown please modify this requirement to 20,000 copies?

Answer: Yes. The RFP is hereby amended in accordance with section 3.4 of this amendment.

#### **2.6 Question No. 74**

Question: Under the point 3.8.2 of section 3.8 (Discharge of COTS Equipment Stored at Facility), “Elections Canada agrees that it will not return quantities of the COTS Equipment below the minimum commitment that are specified in Appendix A – Hardware and Software Requirements, Table A-1, Column B.”

Under the point 4.04.02 of section 4.04 (Termination of Lease for Convenience), it is stated that “Despite anything contained in the Contract, Elections Canada may terminate the lease

for all or any part of the Leased Hardware at any time during the Lease Period by giving notice to the Contractor 60 days in advance.”

As these two points appear to be contradictory, can Elections Canada provide clarification on this?

Answer: Section 1.02 of the Articles of Agreement provides that if there is a discrepancy between the wordings 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. As such, Annex A – Statement of Work has priority over the wording of Annex C – Supplemental Conditions – Hardware Purchase, Lease and Maintenance.

## **2.7 Question No. 75**

Question: Annex A – Statement of Work – Section 7 Simulation  
How many concurrent simulations will be run?

Answer: As detailed in sub-section 7.1.1 of Annex A – Statement of Work, Elections Canada may request any number of Event Simulations, at any time. Without limiting the foregoing, For purposes of the scenario set out in Table 8-Event Simulation of Annex A – Proposal Pricing Table Template to Part 8 – Financial Evaluation Criteria, bidders may assume that the Event Simulation quantities identified in such table will be concurrent.

## **2.8 Question No. 76**

Question: Most of our clarification questions have not yet been released, which has a direct impact on our ability to finalize our solution and complete our bid response, therefore we are requesting an extension to the response deadline of August 6th 2pm. Likewise an extension to the question period is also requested, to ensure that we have the ability to clarify anything that is released in any further amendments.

Answer: Elections Canada hereby agrees to extend the proposal closing date to July 31<sup>st</sup>, 2014 at 14:00 ET. Elections Canada further confirms that it will not extend the proposal closing date beyond July 31<sup>st</sup>, 2014. The RFP is hereby amended in accordance with section 3.5 of this amendment.

## **2.9 Question No. 77**

Question: Reference - Part 6 - Resulting Contract Clauses

Articles of Agreement and Annex H General Conditions Mixed Goods and Services Section 14 Liability

Referencing Amendment #5 – 2.2 Question No. 9

We appreciate the inclusion of the limitation of liability in the new Article 23. However, the liability of the Contractor is capped at the Total Estimated Cost (i.e. Contract value for 3 years and potentially 6 years if the three-year option is exercised by Canada). Unfortunately, the proposed cap is not in line with industry standard for a multi-year contract of that nature. It still requires the Contractor to assume risk far in excess of what is reasonable or industry standard. We urge Elections Canada to consider a cap set at an amount equal to the amount actually paid by Elections Canada to the Contractor for the Services provided under the Agreement during a twelve-month period.

In addition, we have noticed that the following paragraph which is included in the standard limitation of liability clause, SACC ID number N0000C, of the Government of Canada has been omitted (see web link: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/N/N0000C/4>). We respectfully request that it be included at the end of 23.01.02 f):

“In any case, the total liability of the Contractor under paragraph (f) will not exceed the total estimated cost (as defined above) for the Contract or \$\_\_\_\_\_, (insert the dollar amount entered in subparagraph (ii)), whichever is more.”

Answer: No, Elections Canada will not be amending the cap in the new Article 23. With respect to the additional paragraph to be added to paragraph 23.01.02(f), the RFP is hereby amended in accordance section 3.6 of this amendment.

**2.10 Question No. 78**

Question: Reference - Article 14 Insurance and Annex N – Commercial General Liability Insurance Commercial General Liability Insurance

We have reviewed the insurance requirements included in Article 14 and request that Elections Canada makes the following changes:

- Since insurance policies contain confidential information of the Contractor and since Contractor will provide a certificate of insurance evidencing the required coverage, we request that Elections modifies 14.01.03 as follows:

“14.01.03 The Contractor must forward to the Contracting Authority within 10 calendar days after the Effective Date 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. For Foreign-based Contractors, coverage must be placed with an insurer with an A.M. Best rating no less than “A-“.

#### Annex N – Commercial General Liability Insurance

Contractor can add Elections Canada as an additional insured but employees cannot be added as per Section 1.01.02 g). Therefore, please delete paragraph “(g) Employees and, if applicable, volunteers must be included as “Additional Insured””.

Answer: The RFP is hereby amended in accordance with section 3.7 of this amendment.

#### 2.11 Question No. 79

Question: Reference - EFOS RFP General – Request for Proposal Closing Date:  
Given the significant number of questions and clarifications required for this RFP and specific to the amendments where changes in the hardware specifications require the contractor to re-validate quotes, will Elections consider a 1 week extension to Proposal Closing date?

Answer: Please see the response to question no. 76 and section 3.5 of this amendment.

#### 2.12 Question No. 80

Question: Annex A – Statement of Work Section 3.5.7 – 3.5.8  
Please define requirements with respect the term “vault”.

Answer: The Blueprints and Baseline Images that will be provided to the Contractor detail how Field Offices will be engineered, deployed and supported. Therefore, the Contractor must safeguard Blueprints and Baseline Images in a manner such as to prohibit unauthorized access and use of such Blueprints and Baseline Images.

#### 2.13 Question No. 81

Question: Reference: 9.1.1 (g) accept letter, legal size paper. Given the MFP is only asking for one paper tray with a 250 sheet input, please confirm whether the 250 sheet input could be used for letter paper and a 100 sheet bypass tray used for legal. Alternatively if separate paper trays are required for letter and legal, would the Crown consider adding a 2nd tray to the configuration?

Answer: Elections Canada requires the ability to add either letter or legal paper in the supplied 250 sheet paper tray.

### **Part 3. Amendments**

#### **3.1 Amendment to Appendix A – Hardware and Software Requirements to Annex A – Statement of Work**

The RFP is hereby amended by deleting paragraph 7.1.1(j) of Appendix A – Hardware and Software Requirements to Annex A – Statement of Work in its entirety and replacing it with the following:

7.1.1(j) toner cartridge yield of 6,900 or more copies @ 5% coverage;

#### **3.2 Amendment to Appendix D – Technical Certification Requirements to Annex A – Statement of Work**

The RFP is hereby amended by deleting paragraph 4 of Appendix D – Technical Certification Requirements to Annex A – Statement of Work in its entirety and replacing it with the following:

4. For the Laptop Computers and Desktop Computers, system units must have the “Designed for Windows” logo as defined by the Microsoft Windows Logo Program System and Device Requirements for Windows 7, Version 2.2.1a. The certification must be between Microsoft and the original equipment manufacturer of the equipment (as defined by the brand name appearing on the system unit and in all supporting manuals and documentation). Proof of certification may be requested at the time of issuing the COTS Equipment Order Notification. If requested, the Contractor must supply such proof in the following manner:
  - (i) a copy of the certification report wherein Microsoft confirms logo level compliance;
  - (ii) a copy of the Hardware Compatibility List (HCL) in which the system model appears; or
  - (iii) a copy of the Microsoft Windows Catalogue in which the system model appears.

This report(s) or print out(s) must be enclosed in its original format.

The RFP is hereby amended by adding paragraph 6 to Appendix D – Technical Certification Requirements to Annex A – Statement of Work with the following:

6. For the Business Servers, system units must have the “Designed for Windows” logo as defined by the Microsoft Windows Logo Program System and Device Requirements for Windows Server 2012 R2. The certification must be between Microsoft and the original equipment manufacturer of the equipment (as defined by the brand name appearing on the system unit

and in all supporting manuals and documentation). Proof of certification may be requested at the time of issuing the COTS Equipment Order Notification. If requested, the Contractor must supply such proof in the following manner:

- (i) a copy of the certification report wherein Microsoft confirms logo level compliance;
- (ii) a copy of the Hardware Compatibility List (HCL) in which the system model appears; or
- (iii) a copy of the Microsoft Windows Catalogue in which the system model appears.

This report(s) or print out(s) must be enclosed in its original format.

### **3.3 Amendment to Appendix A – Hardware and Software Requirements to Annex A – Statement of Work**

The RFP is hereby amended by deleting paragraph 7.2.1(a) of Appendix A – Hardware and Software Requirements to Annex A – Statement of Work in its entirety and replacing it with the following:

7.2.1(a) black ink cartridges with a minimum yield of 6,900 copies @ 5% coverage.

### **3.4 Amendment to Appendix A – Hardware and Software Requirements to Annex A – Statement of Work**

The RFP is hereby amended by deleting paragraphs 8.1.1(j) and 8.2.1(a) of Appendix A – Hardware and Software Requirements to Annex A – Statement of Work in its entirety and replacing it with the following:

8.1.1(j) toner cartridge yield of 20,000 or more copies @ 5% coverage;

8.2.1(a) black ink cartridges with a minimum yield of 20,000 copies @ 5% coverage;

### **3.5 Amendment to the first page of the RFP**

The first page of the RFP is hereby amended by deleting “July 23, 2014 2:00 pm (ET)”, in the box “Request for Proposal Closing date” and replacing it with:

“July 31, 2014 2:00 pm (ET)”

### **3.6 Amendment to Section 23.01 of the Articles of Agreement**



The RFP is hereby amended by adding the following paragraph at the end of paragraph 23.01.02(f) of the Articles of Agreement:

In any case, the total liability of the Contractor under paragraph (f) will not exceed the total estimated cost (as defined above) for the Contract.

### **3.7 Amendment to Article 14 of the Articles of Agreement**

The RFP is hereby amended by deleting subsection 14.01.03 of the Articles of Agreement and paragraph 1.01.02(g) of Annex N in its entirety and replacing it with the following:

14.01.03 The Contractor must forward to the Contracting Authority within 10 calendar days after the Effective Date 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. For Foreign-based Contractors, coverage must be placed with an insurer with an A.M. Best rating no less than "A-".

#### Annex N – Commercial General Liability Insurance

1.01.02(g) left intentionally blank.