



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.

RFP Amendment No. 8	RFP Amendment Date: July 8, 2014
Office of the Chief Electoral Officer File No. ECRS-RFP-13-0702	
Title: Event Field Office Services (EFOS)	
Request for Proposal Closing Date: July 23, 2014 2:00pm (ET)	
ENQUIRIES – address enquiries to the Contracting Authority: Office of the Chief Electoral Officer of Canada Procurement and Contracting Services 30 Victoria Street Gatineau (QC) K1A 0M6 proposition-proposal@elections.ca	
Attention: Ron Shaheen	Tel No. 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. 57

Question: Reference Article of Agreement? Article 16 Section 16.02
Comprehensive Land Claims Subcontracts with Aboriginal Agreements Business

Pursuant to Article 16.02, It states in the event that a Field Office is located on lands that are subject to a Comprehensive Land Claims Agreement, the Contractor shall contract with an aboriginal business for the delivery of ensuring that any subcontractor business the vendor may enter into to deliver services in this RFP meets both Elections Canada requirements as well as passes any appropriate procurement scrutiny (i.e. financial position, ability to meet service levels, etc.)

Would Elections consider amending this "shall contract" requirement to a right of first offer (ROFO) or similar clause so that the Contractor can ensure any subcontractor business they may enter into meets both Elections Canada requirements as well as the Contractors procurement scrutiny? (I.e. financial position, ability to meet service levels, etc.)

Answer: As Elections Canada has to comply with its obligations under the Comprehensive Land Claims Agreements, it cannot accept your proposed amendment. As stated in subsection 16.02.01 of the Articles of Agreement, the Contractor's obligation to subcontract with an Aboriginal Business for the delivery of the Field Office Assemblies is subject to an Aboriginal Business being available and having the necessary resources to provide such services in compliance with the Contract.

2.2 Question No. 58

Question: Does Elections Canada have a de-briefing document that describes experiences with previous elections events and indicates things that worked well, things that did not and any lessons learned or recommendations? If such document(s) exist will Elections Canada share them with the proponents?

Answer: Elections Canada does not have de-briefing documents that describe experiences with previous events. However, Elections Canada can confirm the incumbent contractor has successfully managed all aspects of equipment packaging, delivery, installation, support and recovery of two general elections and approximately 20 by-elections since 2007. We can further confirm that ECHQ and Field Office personnel have appreciated that a single Contractor was responsible for Field Office technology deployment and support.

2.3 Question No. 59

Question: Annex A – Statement of Work

4.4 Event Deployment and Support Period

4.4.3 With reference to the Address Confirmation Notices; over what period of time will the vendor receive all the Address Confirmation Notices?

Answer: Historically, all general election Address Confirmation Notices were provided within five calendar days after the election call. However, obtaining Field Office addresses is subject to office space availability and Elections Canada makes no commitment to providing Address Confirmation Notices within five calendar days.

2.4 Question No. 60

Question: Part 7 Technical Evaluation Criteria

SECTION B – RATED EVALUATION CRITERIA

[R1] Work Management Plan

Section 3.2 - Risk Management Methodology

3.2.1 b) Please elaborate Elections Canada's requirement for this section. Please cite an example where Elections Canada where Elections Canada anticipates this risk.

Answer: Sub-element 3.2.1 a) requires bidders to describe in detail how they will manage the availability of services to minimize service disruptions. Sub-element 3.2.1 b) requires bidders to describe in detail how they will recover such services, should a disruption occur.

2.5 Question No. 61

Question: Amendment # 3 – Answer to Question # 4 states that the ““Production release date” means the date of manufacture of the hardware. The

RFP is amended in accordance with section 3.2 of this amendment.”, entailing that all equipment must have been manufactured of no more than six months prior to the date of the COTS Equipment Order Notification.

As there are numerous products that are not typically refreshed by the OEM in a six month period, but are still current builds and not considered end-of-life (in the networking product category, as an example), can Elections Canada change that criteria to say that the product must be in its current build and latest revision at the time of sale ?

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

2.6 Question No. 62

Question: Section 4.02 - Lease Period

4.02.01 states that “The period of the lease starts on the day the Hardware is accepted and ends when it expires in accordance with the Contract (Lease Period), unless the lease is terminated earlier in accordance with the Contract. If it is not specified elsewhere in the Contract, the Lease Period is 12 months.”

As the pricing tables indicate a 36 months leasing period, can Elections Canada confirm that the leasing period is indeed 36 months and not 12 months?

Answer: Section 4.02 – Lease Period which you are referring to is part of Annex C – Supplemental Conditions – Hardware Purchase, Lease and Maintenance. Section 1.02 of the Articles of Agreement provides the priority of documents and identifies that the wording of Annex A – Statement of Work has priority over the wording of Annex C – Supplemental Conditions – Hardware Purchase, Lease and Maintenance. Subsection 3.2.4 of Annex A – Statement of Work provides that throughout the Term of the Contract, Elections Canada commits to order, at a minimum, the volumes of various COTS Equipment items that are specified in Appendix A – Hardware and Software Requirements, Table A-1, Column B. The Term of the Contract is defined in Section 1.01 of the Articles of Agreement.

With respect to COTS Equipment beyond the minimum volumes set out in Appendix A – Hardware and Software Requirements, Table A-1, Column B, pursuant to subsection 3.2.2 of the SOW, such COTS Equipment will be supplied until the effective date of the COTS Equipment Return Notice, as determined in accordance with Subsection 3.8.1, or the end of the Term, whichever comes first.

The leasing period set out in Annex A to Part 8 – Financial Evaluation Criteria is only included as a weighting factor for financial evaluation purposes.

2.7 Question No. 63

Question: Section 4.04 - Termination of Lease for Convenience

4.04.03 states that “ If the Contracting Authority issues a termination notice under Subsection 4.04.02, the only amounts that the Contractor will be entitled to be paid in connection with the termination are:

(b) the lease termination charge, if one is specifically set out in the Contract.”

As there is no specific areas in the Pricing Tables to provide or show that termination charge, can Elections Canada indicate where in the contract or bid response that the termination charge is to be provided ?

Answer: The Contract does not provide for a lease termination charge. Pursuant to subsection 3.8.1 of the SOW, Elections Canada will give 90 calendar days prior notice if it elects to terminate the lease for any of the COTS Equipment it no longer requires. Elections Canada will pay the monthly leasing fees for the COTS Equipment identified in the COTS Equipment Return Notice up until the end of the 90 calendar day period.

2.8 Question No. 64

Question: Amendment 4, Answer # 27 states “The Web-based Administration Interface must be available as stated to enable the ROTC to preconfigure and test COTS Equipment during non-Event periods. Also, some COTS Equipment may be deployed and operational weeks or months ahead of Events, and therefore the Web-based Administration Interface must be available.”

Is it just the actual Web-based Administration Interface that needs to be ready at all times, or does Elections Canada imply that all equipment stored nationally also be powered-on and web-connected at all times ? In other words, will updates using the Web-based Administration Interface be done at any given time (requiring a full hosting solution as opposed to equipment storage) or will EC be providing advance notice?

Answer: Yes, the actual Web-based Administration Interface needs to be available at all times to enable the ROTC to preconfigure the system itself and administer Managed Equipment that is either deployed or in the ROTC lab during non-Event periods. Elections Canada does not require COTS Equipment to be powered-on and web-connected, when not deployed.

2.9 Question No. 65

Question: Annex A SOW 4.3 Event Ready Period

Please provide an estimate in days of the duration of the Event Ready Period.

Answer: Elections Canada cannot provide an estimated number of days for the Event Ready Period, since the issuance of the Address Confirmation Notice is dependent on when an Event is called.

2.10 Question No. 66

Question: Annex A SOW 4.4 Event Deployment and Support Period subsection 4.4.3 Please confirm that the issuance of an Address Confirmation Notice indicates that the site is ready to receive the equipment and that delivery and installation can occur at any time during the period specified in 4.4.5 (c)i.

Answer: Delivery and installation of Field Office Assembly can occur upon receipt of an Address Confirmation Notice provided the Contractor has communicated with the Field Office Contact to coordinate the equipment delivery and installation in accordance with Subsection 4.4.5 of the SOW.

2.11 Question No. 67

Question: Under Appendix A to Annex A – SOW: 4.1.1(d) states: 2.2 GHz processor with three cores that natively supports Intel VT-x and AMDV with ability to enable it via BIOS;

1. Would Elections Canada please confirm if they are looking for a minimum of three logical cores or physical cores?

Answer: Elections Canada has already amended paragraph 4.1.1 (d) in response to question #47 as per Amendment #7 section 3.1. In all cases, processor core specifications refer to physical cores.

2.12 Question No. 68

Question: Will Elections Canada be issuing a revised version of the original RFP to capture all the changes that were done through the amendments?

Answer: No, Elections Canada will not be issuing a revised version of the original RFP. You will need to prepare your proposal based on the original RFP and all amendments issued thereafter. At contract award, the resulting contract and related annexes and appendices will reflect all changes that were done through the amendments.

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 paragraphs 3.3.3 and 3.3.4 of Annex A – Statement of Work in its entirety and replacing it with the following:

3.3.3 The COTS Equipment must be new and have a date of manufacture of no more than twelve months prior to the Effective Date of the Contract.

3.3.4 Throughout the Term, the Contractor must replace any COTS Equipment supplied that is older than 48 months from the date of manufacture with new COTS Equipment, unless the Technical Authority provides written instructions to the contrary to the Contractor.