

This RFRE amendment 015 is raised to:

1. Insert a new clause 2.31 in Part 2 (instructions to Respondents) of the RFRE Addition of Supplemental Other Team Members to Composition of a Qualified Respondent;
2. Replace clause 1.8.2.2 (Anticipated Stage 2: RFP Stage) of the RFRE;
3. Insert new definitions in clause 1.5 (Terminology) in Part 1 (General Information) of the RFRE;
4. Replace the definition of "Prime Team Member" in clause 1.5 (Terminology) in Part 1 (General Information) of the RFRE;
5. Replace the table in clause 1.11.1 (The RFRE Stage) of the RFRE;
6. Replace the solicitation closing date on the front page of the RFRE; and
7. Answer questions 35, 36 and 37.

1. Insert the following clause 2.31 in Part 2 (Instructions to Respondents) of the RFRE

2.31 Addition of Supplemental Other Team Members to Composition of a Qualified Respondent

2.31.1 Notwithstanding anything to the contrary in this RFRE, a Qualified Respondent may propose to add to its Respondent Team one or more new Other Team Members (each such proposed person a "Supplemental Other Team Member") at any time prior to 2:00 p.m. (EDT) on October 29, 2014 (the "Supplemental Other Team Member Intake Date"). The Qualified Respondent and each Supplemental Other Team Member shall comply with all of the terms and conditions set forth in this clause 2.31 applicable to it.

2.31.2 If a Qualified Respondent proposes to add a Supplemental Other Team Member to its Respondent Team, the Respondent Representative for the Qualified Respondent is required to notify the Contracting Authority in writing by completing and submitting the Supplemental Other Team Member Form (Annex L to this RFRE) and the Supplemental Other Team Member Materials described in clause 2.31.4. The Supplemental Other Team Member Form must be signed by the Respondent Representative on behalf of the Qualified Respondent and the Supplemental Other Team Member.

2.31.3 For purposes of clauses 2.5.1 (Procurement Business Number), 2.6.10 (Submission of RFRE Responses), 2.10 (Restrictions Imposed on Respondents), 2.15 (Rejection of Response), 2.16 (Response Costs), 2.17 (Limitation of Damages), 2.18.1 (Disclosure and Transparency), 2.21 (Conflict of Interest – Unfair Advantage), 2.22 (Entire Requirement), 2.25 (Integrity Provisions – Responses and Certifications), 4.1.3 (Evaluation Procedures), 4.5 (Conduct of Evaluation), Part 5 (Certifications) and 6.2 (National Security Requirements) of this RFRE, all (a) references to "the Respondent" are deemed to mean, and such clauses apply to each Supplemental Other Team Member, and (b) references to "a Response" are deemed to mean and such clauses apply to the Supplemental Other Team Member Materials.

2.31.4 In connection with the submission of each Supplemental Other Team Member Form (Annex L to this RFRE), the Respondent Representative for the Qualified Respondent is required to provide to the Contracting Authority, in respect of each Supplemental Other Team Member, the detailed information specified in clause 2.20 (Arrangements – Team Members and Joint Ventures), clause 2.25.4 (Integrity Provisions – Responses and Certifications) and clause 6.2 (National Security Requirements) of this RFRE, in addition to those certifications which all Other Team Members are required to provide pursuant to this RFRE (collectively, the "Supplemental Other Team Member Materials") and which are set forth in Appendix 1 (Certifications) to Annex L (Supplemental Other Team Member Form) to this RFRE.

2.31.5 Canada requests that the Qualified Respondent provide the Supplemental Other Team Member Materials in separately bound sections in the manner specified in Appendix 2 (Preparation Instructions) to Annex L (Supplemental Other Team Member Form) to this RFRE. In addition, in preparing the Supplemental Other Team Member Materials, Canada requests that each Supplemental Other Team Member complies with the formatting instructions described in clause 3.1.3 of this RFRE. Only referenced material included within the Supplemental Other Team Member Materials will be evaluated. Referenced materials outside of the Supplemental Other Team Member Materials will not be considered. It is the sole responsibility of the Supplemental Other Team Member to provide sufficient information so that the Supplemental Other Team Member Materials can be adequately evaluated.

2.31.6 Supplemental Other Team Member Materials received on or before the Supplemental Other Team Member Intake Date will become the property of Canada and will not be returned. All Supplemental Other Team Member Materials will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c.A-1) and the *Privacy Act* (R.S. 1985, c. P-21).

2.31.7 Supplemental Other Team Member Materials delivered to the Contracting Authority after the Supplemental Other Team Member Intake Date may be considered, provided the Qualified Respondent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for purposes of delayed responses. The only pieces of evidence relating to a delay in the CPC system that are acceptable to the Contracting Authority are:

- (a) a CPC cancellation date stamp; or
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label,

that clearly indicates that the Supplemental Other Team Member Materials were mailed before the Supplemental Other Team Member Intake Date.

Misrouting traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of Supplemental Other Team Member Materials are not acceptable reasons for the Supplemental Other Team Member Materials to be accepted by the Contracting Authority.

Postage meter imprints, whether imprinted by the Qualified Respondent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

2.31.8 It is the responsibility of the Qualified Respondent to allow sufficient time to obtain customs clearance, where required before the Supplemental Other Team Member Intake Date. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in mail" and will not be accepted as a delayed response under clause 2.31.7.

2.31.9 Canada reserves the right to extend the Supplemental Other Team Member Intake Date for any reason whatsoever (e.g., a change to one or more of the proposed timelines set forth in clause 1.11 (Procurement Schedule Overview)) of the RFRE. Supplemental Other Team Member Materials received after the Supplemental Other Team Member Intake Date will not be accepted for any reason other than due to reasons that satisfy clause 2.31.7.

2.31.10 Canada reserves the right to request additional information in respect of any Supplemental Other Team Member as it determines to be appropriate, including additional information that Canada requires to conduct a complete National Security Requirements assessment of such Supplemental Other Team Member. In its request, Canada will indicate a timeframe to provide the requested information.

Failure to provide the requested information within the timeframe specified may result in the rejection of the addition of the Supplemental Other Team Member to the Respondent Team. If additional time is required by the Qualified Respondent, the Contracting Authority may grant an extension at its sole discretion.

2.31.11 Each Supplemental Other Team Member is required to satisfy the National Security Requirements (clause 6.2 of this RFRE), the security requirements described in clause 6.1 of this RFRE applicable to such Supplemental Other Team Member and all of the other requirements of this RFRE that are applicable to Other Team Members, other than the Mandatory Technical Criteria (Annex F to this RFRE) and the financial capability requirements referred to in clause 6.3 (Financial Capability) of this RFRE, in order for Canada to determine whether such Supplemental Other Team Member may be added to the Respondent Team and thereafter become an Other Team Member for purposes of this RFRE.

2.31.12 If Canada determines, in its sole discretion, that the Qualified Respondent and the Supplemental Other Team Member satisfy all of the terms and conditions set forth in clause 2.31 applicable to each of them, then the Supplemental Other Team Member will be added to the Respondent Team as an Other Team Member for purposes of this RFRE and the Supplemental Other Team Member Materials and any other information provided by the Respondent Representative to Canada pursuant to clause 2.31.10 will thereafter form part of the Qualified Respondent's Response. As soon as practicable following notification by Canada that a Supplemental Other Team Member may be added to the Respondent Team as an Other Team Member for purposes of this RFRE, the Supplemental Other Team Member will be required to execute and deliver to Canada the Acknowledgment and the Non-Disclosure Agreement (Annex H to this RFRE). For the avoidance of doubt, the additions to the Respondent Team and the deliverables made pursuant to this clause 2.31 will be deemed to not constitute a revision or change to the Qualified Respondent's Response for purposes of this RFRE.

2.31.13 If Canada determines, in its sole discretion, that the Qualified Respondent or a Supplemental Other Team Member does not satisfy all of the terms and conditions set forth in clause 2.31 applicable to it, then the proposed addition of the Supplemental Other Team Member to the Respondent Team as an Other Team Member will be rejected, but the Qualified Respondent will not be disqualified from participating in this procurement process as a result of the rejection of a Supplemental Other Team Member.

2.31.14 Canada will notify the Qualified Respondent of the results of the evaluation of the Supplemental Other Team Member at least thirty days prior to the RFP closing date and time.

2. Delete clause 1.8.2.2 (Anticipated Stage 2: RFP Stage) of the RFRE in its entirety.

Insert the following clause 1.8.2.2 (Anticipated Stage 2: RFP Stage).

The RFP Stage will commence once all of the National Security Requirements assessments have been completed (other than the completion of the National Security Requirements assessments expressly contemplated in clause 2.31 (Addition of Supplemental Other Team Members to Composition of a Qualified Respondent) of the RFRE) and when the final RFP is issued to Qualified Respondents that have satisfied the National Security Requirements. In the RFP Stage, Bids will be solicited from such Qualified Respondents. Each Bid will be irrevocable and will remain open for acceptance for a period of time that will be specified in the RFP. Bids will be evaluated against mandatory and point rated technical criteria and financial criteria and other requirements. It is anticipated that the RFP Stage will end with the selection of a Preferred Bidder.

3. Insert the following definitions in clause 1.5 (Terminology) in Part 1 (General Information) of the RFRE.

"Supplemental Other Team Member" has the meaning specified in clause 2.31.1.

"Supplemental Other Team Member Intake Date" has the meaning specified in clause 2.31.1.

"Supplemental Other Team Member Materials" has the meaning specified in clause 2.31.4.

4. Delete the definition of "Prime Team Member" in clause 1.5 (Terminology) in Part 1 (General Information) of the RFRE in its entirety.

Insert the following definition of "Prime Team Member" in clause 1.5 (Terminology) in Part 1 (General Information) of the RFRE in clause 1.11.1 (The RFRE Stage) of the RFRE:

"Prime Team Member" refers to the Respondent (if it is a single entity) or to each of the Team Members or Joint Venture Participants comprising a Respondent that, if the Respondent is ultimately selected as the Preferred Bidder, will become a shareholder of the Preferred Bidder's SPV during the Contract Finalization Stage of this procurement process. In its Bid, a Bidder may, in accordance with the terms of the RFP, designate any Prime Team Member as a person that, like an Other Team Member, will have a significant role in the delivery of the services or performance of the obligations of the SOC under the SOC Agreement.

5. Delete the table in clause 1.11.1 (The RFRE Stage) of the RFRE in its entirety.

Insert the following table in clause 1.11.1 (The RFRE Stage) of the RFRE.

Stage 1: The RFRE	Dates
RFRE release	7 March 2014
<i>First Response Intake Date*</i>	<i>7 April 2014 at 2:00 pm Eastern Daylight Time</i>
Release of Draft RFP components (including Draft Contract) to Qualified Respondents	Late April 2014
Access to information contained in the protected data room begins for Qualified Respondents**	Mid April 2014
Detailed consultations begin with Qualified Respondents	Mid May 2014
<i>Second Response Intake Date</i>	<i>23 May 2014 at 2:00 pm Eastern Daylight Time</i>
<i>Third Response Intake Date</i>	<i>15 July 2014 at 2:00 pm Eastern Daylight Time</i>
<i>Final Response Intake Date</i>	<i>6 August 2014 at 2:00 pm Eastern Daylight Time</i>
<i>Supplemental Other Team Member Intake Date</i>	<i>29 October 2014 at 2:00 pm Eastern Daylight Time</i>

6. **Replace the solicitation closing date on the front page of the RFRE with "14:00 on 2014-10-29".**

7. **Answer questions 35, 36 and 37**

Q35: Question:

In Section 6.3.5, it states that "each Prime Team Member and Guarantor, as applicable" must provide all the information in sub-clauses 6.3.5 (a) to (e). Given this language, it is our understanding that Other Team Members do not have to provide the financial information requested in 6.3.5(a) to (e). Is this correct?

A35: Answer:

Yes. Other Team Members are not required to provide the financial information requested in clause 6.3.5 (a) to (e) of the RFRE.

Q36: Question:

If an already Qualified Respondent would like to add an Other Team Member without making any other changes to the Qualified Respondent Team or any of its Prime Team Members, would it be acceptable to provide the required information for the Other Team Member as a separate submittal without withdrawing the previous qualifying RFRE response?

A36: Answer

Please refer to RFRE Amendment 015.

Q37. Question

The August 6th final intake, does not now give Qualified Respondent's the ability to react and adapt their team composition to the outstanding information to be provided by Canada if that information necessitates such a change, could Canada contemplate additional intake dates?

A37. Answer

Canada is considering amending the RFRE to add one or more additional Response Intake Dates that would be in the Fall of 2014. Other than as expressly contemplated in clauses 2.28 and 2.31 of the RFRE, Qualified Respondents are not permitted to change the composition of their teams after the Final Response Intake Date which may be moved to later in the RFRE process.

All other terms and conditions remain the same.