



**Procurement and Contracting Services**  
30 Victoria Street  
Gatineau, Quebec 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> 8	<b>RFP Amendment Date:</b> August 22, 2017
<b>Office of the Chief Electoral Officer File No.</b> ECRS-RFP-16-0167	
<b>Title:</b> Voting Services Modernization / Polling Place Process Enhancement	
<b>Request for Proposal Closing Date:</b> September 21, 2017 at 2:00 p.m. (Gatineau time)	
<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, Quebec 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 (RFP) for Voting Services Modernization / Polling Place Process Enhancement bearing number ECRS-RFP-16-0167 and dated June 22, 2017 (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 question(s) have been asked in response to the RFP and Elections Canada hereby answers as follows:

### **2.1 Question No. 75**

#### Question:

The Amendment # 6 didn't cover the security controls per say, but we are interpreting that the Delivery Schedule within the part\_7-\_technical\_evaluation\_criteria-response\_document\_2revised\_aug\_11 spreadsheet did, as any item referring to the ANNEX A – APPENDIX E.9 – SECURITY has a Warning Message saying: “Warning: Bidder must commit to delivering this EC Category 4 Requirement or be disqualified. Insert a ‘Y’ or a ‘N’ in the Bidder Will Deliver Column”.

#### Example:

item # 326 (or line 408) requirements (Column F): “The Contractor must assess the risks associated with any changes and corrective actions in relation to the E-Poll Solution and for sharing all details with EC in accordance with the roles and responsibilities described in ANNEX A – APPENDIX I – SERVICE MANAGEMENT and in a manner compliant with ANNEX A – APPENDIX E.9 - SECURITY ”.

item # 326 (or line 408) Warning Message (Column L): “Warning: Bidder must commit to delivering this EC Category 4 Requirement or be disqualified. Insert a ‘Y’ or a ‘N’ in the Bidder Will Deliver Column”.

Is it safe to assume that if we commit to deliver the 10 security profiles as part of ANNEX A – APPENDIX E.9 - SECURITY listed below, even if it's not at bid closure, but rather at a later mutually agreed point when operationally needed, that this would be acceptable to Elections Canada ?

Answer:

Please refer to Question No. 74.

### **Part 3. Amendments**

#### **3.1 Amendment to Part 6 - Resulting Contract, Articles of Agreement**

The Request for Proposal is hereby amended by adding after Article 23 Limitation of Liability the following new Article 24:

#### **Article 24 Contractor's Subcontractors**

**[Note to Bidders and Contracting Authority]**

If the bidder has identified subcontractors required to perform the Work for the E-Poll Solution and/or hosting services for the Contractor Central Server, this Section will be modified accordingly at contract award.

24.01.01 The Contractor certifies that [Insert name and address of subcontractor responsible for the E-Poll Solution at contract award] will be available to perform the Work as and when requested by Elections Canada.

24.01.02 The Contractor certifies that [Insert name and address of subcontractor responsible for hosting services for the Contractor Central Server at contract award] will be available to perform the Work as and when requested by Elections Canada.

#### **3.2 Amendment to Part 6 - Resulting Contract, Annex A-Statement of Work, Section 8 Requirements**

The Request for Proposal is hereby amended by adding after Subsection 8.06 Contractor Plan and Schedule of Deliverables the following new Subsection 8.06.01 – Subcontractor Management Plan:

8.06.01 The Contractor must deliver a subcontractor management plan that identifies the working relationships between the different subcontractors involved in the Work and relationship with the Contractor. The requirements to demonstrate the working relationship between the Contractor and subcontractors are detailed within the Contractor Plan and schedules of deliverables which lead to preparedness for operating an Electoral Event, and

for managing the Contract itself, are described in ANNEX A - APPENDIX F – CONTRACTOR PLAN AND DELIVERABLE SCHEDULE.

### **3.3 Amendment to Part 6 - Resulting Contract, Annex A – Statement of Work – Appendix F – Contractor Plan and Deliverable Schedule**

The Request for Proposal is hereby amended by adding after Subsection 29 Contractor Plan the following new item 5):

- 5) Subcontractor management plan, which details the working relationships between the Contractor and the different subcontractors, as follows:
  - (a) Relations with subcontractors must be described in detail.
  - (b) Methods for control and monitoring of subcontractor performance must be described. Methods by which subcontractors are selected and conditions under which a subcontractor may be replaced must be detailed.
  - (c) The Contractor must define the subcontractors' interfaces with functional areas of the Contractor organization and their participation in meetings with the Technical Authority.

### **3.4 Amendment to Part 6 – Resulting Contract, Annex D – General Conditions – Goods and Services, Article 3 – Work**

Section 3.03 Replacement of Specific Individuals of the Request for Proposal is hereby amended to read in its entirety as follows:

#### **Section 3.03 Replacement of Subcontractors**

3.03.01 If the Contractor is unable to provide the services of any subcontractor identified in the Contract to perform the Work, the Contractor must, within five Business Days of the subcontractor's departure or failure to commence Work (or, if Elections Canada has requested the replacement, within ten Business Days of Elections Canada's notice of the requirement for a replacement), provide to the Contracting Authority:

- (a) the name, qualifications and experience of a proposed replacement immediately available to perform the Work;
- (b) identification of the portion of the Work to be performed by the proposed replacement; and

- (c) security information on the proposed replacement as specified by Elections Canada, if applicable.

Any assessment of the information provided will occur as per subsection 3.03.02 (b).

3.03.02 Subject to an Excusable Delay, where Elections Canada becomes aware that a subcontractor identified under the Contract to provide services is not available to perform the Work or is not performing the Work in accordance with the Contract, the Contracting Authority may elect to:

- (a) exercise Elections Canada's rights or remedies under the Contract or at law, including terminating the Contract for default in accordance with the General Conditions; or
- (b) assess the information provided under subsection 3.03.01 or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original subcontractor and be acceptable to Elections Canada. Upon assessment of the replacement, Elections Canada may accept the replacement, exercise the rights in subsection 3.03.02 (a), or require the Contractor to propose another replacement within five Business Days' notice. If Elections Canada accepts the replacement, the replacement will be required to sign a certificate regarding its status and availability, similar to the Special Subcontractor Certificate of the RFP, Part 9.1.

3.03.03 Where an Excusable Delay applies, Elections Canada may require the Contractor to propose a replacement in accordance with subsection 3.03.02 (b) instead of terminating under the "Excusable Delay" Article in accordance with the General Conditions. An Excusable Delay does not include unavailability of subcontractors that signed a Special Subcontractor Certificate under Part 9.1 of the RFP. An Excusable Delay does not include either subcontractor unavailability due to the fact that the subcontractor is working on another project (including those for Elections Canada or the Government of Canada) being performed by the Contractor or any of its affiliates.

3.03.04 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement subcontractors. The Contracting Authority may order that a subcontractor stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the

Contracting Authority does not order that a subcontractor stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **3.5 Amendment to Part 3 – Proposal Preparation Instructions**

Section 3.5 – Section IV – Certificates of the Request for Proposal is hereby amended to read in its entirety as follows:

#### **Section 3.5 Section IV – Certificates**

- 3.5.1 The certificates under Part 9 and Part 9.1 must be completed by bidders in accordance with this Section 3.5. Bidders must provide the required certifications to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications are not completed and submitted as requested.
- 3.5.2 The bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.
- 3.5.3 The certificates under Part 9 and Part 9.1 should be completed and submitted with the proposal but may be submitted afterwards. In addition, each Proposed Special Subcontractor, as defined in Part 7 – Technical Evaluation Criteria - Section A – Instructions to Bidders - Phase 1 Mandatory Technical, is required to complete and sign the Special Subcontractor Certificate individually and separately. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

### **3.6 Amendment to Part 7 – Technical Evaluation Criteria, Section A – Instructions to Bidders, Phase 1 Mandatory Technical**

The Request for Proposal is hereby amended by adding after Part 7 - Technical Evaluation Criteria - Section A – Instructions to Bidders - Phase 1 Mandatory Technical

the following new text:

Only for evaluation purposes of the Mandatory Technical Evaluation Criteria M3 Deployment and M6 Product Lifecycle Management, reference to “bidder” also includes any subcontractor (hereafter the “Proposed Special Subcontractor”). For clarity purposes, only one entity (i.e. the bidder or a subcontractor) can demonstrate full compliance with each Mandatory Technical Evaluation Criteria.

For evaluation purposes of the Mandatory Technical Evaluation Criteria M3 Deployment, M4 ISO 27001:2013 Certification and M6 Product Lifecycle Management, Elections Canada will consider the Proposed Special Subcontractor’s compliance substantiation only if the bidder and each of these Proposed Special Subcontractors respectively complete the certificates contained in Part 9 Certificates and Part 9.1 Special Subcontractors Certificates of this RFP in accordance with Section 3.5 Section IV – Certificates of this RFP.

For clarity purposes, any reference to subcontractor in this RFP and in any resulting contract includes Proposed Special Subcontractor.

### **3.7 Amendment to Part 7 – Technical Evaluation Criteria – Table A – Mandatory Evaluation Criteria – M3 Deployment**

M3 - Deployment of the Request for Proposal is hereby amended to read in its entirety as follows:

#### **M3 Deployment**

The bidder must have previous experience, at time of bid submission, successfully deploying an E-Poll Solution in at least three (3) government elections that has been carried out in the last five (5) years prior to the closing date of this RFP. One (1) referenced experience must be for a completed election with a minimum of 100 Polling Places, 1,000 E-Poll Devices and 1 million potential voters. The other 2 references must be for a completed election with a minimum concurrent deployment of 50 Polling Places, 500 E-Poll Devices and 500,000 potential voters on a concurrent deployment.

The deployments referenced may be for the same election, if they were with different Electoral Clients.

The bidder must demonstrate how it meets this requirement by providing the following information:

- ✓ Election title and purpose;
- ✓ Description of election;
- ✓ Election type (i.e. Municipal, Federal, Provincial, State, other);

- ✓ Election scale (i.e. geography covered, # Polling Places, # E-Poll devices, # languages);
- ✓ Complete description of services provided
- ✓ Description of deployment timelines and scenario(s);
- ✓ Description of decommissioning timelines and scenario(s) carried out; and
- ✓ Project partners if applicable or clearly indicate “no partners” if that is the case.

Using TEMPLATE A – CLIENT REFERENCE TEMPLATE, the bidder must provide three (3) Election Client references for the demonstrated experience provided.

### **3.8 Amendment to Part 9 – Certificates**

Section 4 – Status and Availability of Resources of the Request for Proposal is hereby amended to read in its entirety as follows:

#### **4. Status and Availability of Proposed Special Subcontractors**

4.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, each Proposed Special Subcontractor referred to for compliance with the Mandatory Technical Evaluation Criteria M3 Deployment, M4 ISO 27001:2013 Certification and M6 Product Lifecycle Management will be available to perform the Work as required by Elections Canada and at the time specified in the RFP or agreed to with Elections Canada. If for reasons beyond its control, the Bidder is unable to provide the services of any Proposed Special Subcontractor, the Bidder acknowledges that Elections Canada may:

- (a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default, pursuant to Article 20 of the General Conditions; or
- (b) request that the Bidder proposes, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the Bidder must advise the Contracting Authority of the reason for the substitution.

For the purpose of this section 4.1, reasons beyond the control of the Bidder only include death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

4.2 The Bidder certifies that it has the permission from each Proposed Special Subcontractor to propose its services in relation to the Work to be performed and to submit its information to Elections Canada.

4.3 The Bidder certifies that each Proposed Special Subcontractor referred to for



compliance with the Mandatory Technical Evaluation Criteria identified in section 4.1 will be available to perform the related Work for the entire term of any contract resulting from this RFP.

- 4.4 The Bidder certifies that each Proposed Special Subcontractor referred to for compliance with the Mandatory Technical Evaluation Criteria identified in section 4.1 has signed an agreement with the bidder in respect of the services to be provided under any contract resulting from this RFP, prior to the bid closing date (hereafter a “Proposed Special Subcontractor Agreement”). For clarity purposes, a signed letter of intent from a Proposed Special Subcontractor is not sufficient.
- 4.5 The Bidder certifies that each Proposed Special Subcontractor Agreement stipulates that that each Proposed Special Subcontractor referred to for compliance with the Mandatory Technical Evaluation Criteria identified in section 4.1 will be available to perform and be responsible for the related Work for the entire term of any contract resulting from this RFP.
- 4.6 The Bidder certifies that Proposed Special Subcontractor’s compliance substantiation for each Mandatory Technical Evaluation Criteria identified in section 4.1 was for work for which the Proposed Special Subcontractor was directly responsible.

### **3.9 Amendment to Part 9 – Certificates**

The Request for Proposal is hereby amended by adding a new certificate as Part 9.1 Special Subcontractor Certificates:

#### **Part 9.1 Special Subcontractors Certificates**

Each Proposed Special Subcontractor, as defined in Part 7 – Technical Evaluation Criteria - Section A – Instructions to Bidders - Phase 1 Mandatory Technical, is required to complete and sign the Special Subcontractor Certificate individually and separately.

##### **1. Status and Availability of Proposed Special Subcontractors**

- 1.1. The Proposed Special Subcontractor certifies that, should the Bidder be awarded a contract as a result of the RFP, it will be available to perform the Work related to the Mandatory Technical Evaluation Criteria of the RFP for which its experience (M3 Deployment or M6 Product Lifecycle Management) or certification (M4 ISO 27001:2013 Certification) is being used to meet each Mandatory Technical Evaluation Criterion.

- 1.2. The Proposed Special Subcontractor certifies that it has given permission to the Bidder to propose its services in relation to the Work to be performed and to submit its information to Elections Canada.
- 1.3. The Proposed Special Subcontractor certifies that it will be available to perform, and be responsible for, the Work related to the Mandatory Technical Evaluation Criteria of the RFP for which its experience is being used to meet each Mandatory Technical Evaluation Criterion for the entire term of any contract resulting from this RFP.
- 1.4. The Proposed Special Subcontractor certifies that it has signed an agreement with the Bidder in respect of the services to be provided under any contract resulting from this RFP, prior to the bid closing date (hereafter a "Proposed Special Subcontractor Agreement"). For clarity purposes, a signed letter of intent from the Proposed Special Subcontractor is not sufficient.
- 1.5. The Proposed Special Subcontractor certifies that the Proposed Special Subcontractor Agreement stipulates that it will be available to perform, and be responsible for, the Work referred to in section 1.1 above for the entire term of any contract resulting from this RFP.
- 1.6. The Proposed Special Subcontractor certifies that its compliance substantiation for each Mandatory Technical Evaluation Criteria identified in section 1.1 above was for work for which it was directly responsible.

**2. General**

- 2.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.
- 2.2. Furthermore, the Proposed Special Subcontractor acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Proposed Special Subcontractor fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Proposed Special Subcontractor, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

---

Signature of the Authorized Representative of Proposed  
Special Subcontractor

---

Date

Print Name of Authorized Representative of Proposed  
Special Subcontractor:

Print Title of Authorized Representative of Proposed  
Special Subcontractor:

---

---