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K1A 0S5

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**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Special Projects/Projets Spéciaux  
Terrasses de la Chaudière 4th Floor  
10 Wellington Street  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> LiveScan		
<b>Solicitation No. - N° de l'invitation</b> M7594-191708/B		<b>Date</b> 2020-09-03
<b>Client Reference No. - N° de référence du client</b> M7594-191708		<b>Amendment No. - N° modif.</b> 009
<b>File No. - N° de dossier</b> 107zl.M7594-191708	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZL-107-38315		
<b>Date of Original Request for Standing Offer</b>		2020-07-16
<b>Date de la demande de l'offre à commandes originale</b>		
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-09-17</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chevrier, Stephane		<b>Buyer Id - Id de l'acheteur</b> 107zl
<b>Telephone No. - N° de téléphone</b> (613) 408-4356 ( )	<b>FAX No. - N° de FAX</b> ( ) -	
<b>Delivery Required - Livraison exigée</b>		
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		
<b>Security - Sécurité</b> This revision does change the security requirements of the Offer. Cette révision change les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

## SOLICITATION AMENDMENT 009

### This solicitation amendment is raised to:

1. Address the following clarification questions submitted by potential bidders; and
2. Modify the RFP if necessary.

### 1. CLARIFICATION QUESTIONS AND ANSWERS

Question #	RFP Reference	Title/ Topic	Clarification Question	Response #	Clarification Response
<b>Q9.1</b>	Annex B to Appendix A: EFCD Detailed Requirements	2.6 Portable LiveScan No. 1, Page 10	As a 12-cell laptop is a higher priced item for both the agency and its taxpayers, will the RCMP accept a laptop, with six cells, that meets and exceeds the functions required for the NMSO RFSO? For example, a polymer 6-cell laptop model can provide 18.5 hours of continuous use. If anything less than a 12-cell is not acceptable, can the RCMP please explain the need for this.	<b>R9.1</b>	A lithium-polymer 6-cell laptop model that can provides 18.5 hours of continuous use is acceptable. This requirement will be changed to the following:  p. 12 cell Lithium or at least 6 cell Lithium Polymer Laptop onboard battery that can operate independent of an external power source for a minimum of twelve (12) hours based on manufacturer's claimed specification;
<b>Q9.2</b>	Part B – Standing Offer / Resulting Contract Clauses	Appendix D – Insurance Requirements Page 35 of 44 Section 2.0	As per Section 2.0 – the heading shows as: “2.0 G2002C (2008-05-12), Errors and Omissions Liability Insurance with no additional text.  In this Appendix, “Section 1.0 – Commercial General Liability Insurance” it states “The Contractor must obtain Commerical General Liability Insurance, and maintain in force...”. However, “Section 2.0 – G2002C has header only with no text indicating that the Contractor must obtain this specific insurance. Also, for Section 2 it makes reference to G2002C (2008-	<b>R9.2</b>	G2002C Errors and Omissions Liability Insurance is the correct clause; however, Canada has corrected the referenced date of (2008-05-12) to (2018-06-21). See Modifications section below. The contractor is required to obtain this insurance.  The link is <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2002C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2002C/2</a>

			<p>05-12) version however, when reviewing the SACC, (2008-05-12) has apparently been superseded in 2018-06-21.</p> <p><b>Question:</b></p> <ul style="list-style-type: none"> <li>For Section 2 G2002 (2008-05-12), there is no specified requirement for the Contractor to meet this requirement. In the absence of the appropriate text, will Canada confirm whether the Contractor is required to obtain the insurance or not?</li> <li>As previously noted, Section 2 refers to G2002C (2008-05-12) version. As this has apparently been superseded by 2018-06-21, according to the SACC and, if this is to be a requirement for the Contractor to obtain, can Canada confirm that the requirement will be updated to the latest version and provide the actual content relevant to this requirement for clarity purposes?</li> </ul>		
<b>Q9.3</b>	Appendix J – Evaluation Plan and Criteria	Section 3.0	<p>In this Section, it defines the Three (3) Evaluation Stages which are comprised of:</p> <ul style="list-style-type: none"> <li>Stage 1 – Confirmation of Compliance to Mandatory Requirements</li> <li>Stage 2 – Evaluation of Rated Requirements</li> <li>Stage 3 – EFCD Benchmark Testing</li> </ul> <p>What has not be defined in this Section is that there is no timeline clearly defined for these three stages to be conducted and does note that Offerers who have met the minimum rated requirements will be provided five (5) in which to deliver the</p>	<b>R9.3</b>	<ul style="list-style-type: none"> <li>What is anticipated timeline for when Stage 1 is to start following the closing of the RFSO?</li> </ul> <p>Response: Stage 1 will start within a few days of bid closing.</p> <ul style="list-style-type: none"> <li>What is the anticipated timeline/duration for each of the Stages 1, 2 &amp; 3?</li> </ul> <p>Response: It is impossible to determine this timeline/ duration. This will depend on the number of bids.</p> <ul style="list-style-type: none"> <li>What is the anticipated timeline between each Stage before the other</li> </ul>

			<p>proposed LiveScan for testing. However, what we are unable to determine what the anticipated timeline for each stage (1,2 &amp; 3), what the anticipated time between each stage is and when stage 3 is anticipated to begin. We believe that understanding the timelines is important when taking into consideration that it is expected that the restrictions resulting from Covid-19 will continue to have an impact on resources allocation (i.e. social distancing, limited occupancy in inside facilities, etc.).</p> <p><b>Question:</b></p> <p>At this juncture and to address the aforementioned concerns, can Canada provide the following:</p> <ul style="list-style-type: none"> <li>• What is anticipated timeline for when Stage 1 is to start following the closing of the RFSO?</li> <li>• What is the anticipated timeline/duration for each of the Stages 1, 2 &amp; 3?</li> <li>• What is the anticipated timeline between each Stage before the other begins?</li> </ul>		<p>begins?</p> <p>Response: Each stage will follow as soon as the previous stage has been completed.</p> <p>Canada estimates the entire process to take less than 3 months; however, this timeline is for planning purposes only and Canada cannot commit to any specific timeline since it is impossible to know how many bids will need to be evaluated and how many bids will include a benchmark test.</p>
<b>Q9.4</b>	Appendix J – Attachment 2 – Technical Proposal Evaluation Sub Tables	Table 1-2: Requirements – Rated R27	<p>It is noted that the max points available for this portion of the Evaluation is 300 however, to provide additional clarification we have the following questions.</p> <p><b>Questions:</b></p> <ul style="list-style-type: none"> <li>• The 15% for reusing Crossmatch scanners, how is this 15% apportioned in regards to the 5</li> </ul>	<b>R9.4</b>	<p>All of the percentages will be apportioned evenly for any component. For example, the 5 Crossmatch scanners are each apportioned 3% (15% ÷ 5), the 1 Cogent scanner is apportioned 2.5% and the 2 Morpho scanners are each apportioned 1.25% (2.5% ÷ 2).</p>

Crossmatch  
Scanners listed in  
section 1.7.1 Table  
1-3?

- The 20% for reusing Kiosks chassis/cabinet, how is this 20% apportioned in regards to the 6 Kiosks listed in section 1.7.2 in Table 1-4?
- The 10% for reusing Cameras, how is this 10% apportioned in regards to the 7 Cameras listed in section 1.7.3 Table 1-5?
- The 10% for reusing FlatBed Scanners, how is this 10% apportioned in regards to the 3 Flatbed scanners listed in section 1.7.4 Table 1-6
- The 15% for reusing Printers, how is this 15% apportioned in regards to the 7 Printers listed in section 1.7.5 Table 1-7?
- The 12% for reusing Workstations, how is this 12% apportioned in regards to the 10 Workstations listed in section 1.7.6 Table 1-8?
- Regarding the 5% for reusing Combination Readers, how is this

			5% apportioned in regards to the 2 Combination Readers Listed in section 1.7.9 Table 1-11?		
<b>Q9.5</b>	RFSO Amendment 001, Section 2.4, page 10	2.4 Enquiries - Request for Standing Offers "All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered."	Please confirm that vendors can continue to submit questions until 5 calendar days before the revised RFSO closing date (2020 09 17)?	<b>R9.5</b>	Canada confirms that vendors can submit their enquiries no later than 5 calendar days before the revised closing date of September 17, 2020. Enquiries submitted after that time may not be answered.
<b>Q9.6</b>	Attachment 008 – Pricing Tables Page 5 of 11	Table "D" – Extended Maintenance  As per Section 7.4 – Term of Standing Offer / Sub-Section 7.4.1 – Period of Standing Offer / Sub-Section 7.4.2 Extension of Standing Offer – the full term of the Standing Offer has the potential to encompass a maximum period of Ten (2) years. However, in the current table "Table D – Extended Maintenance, the final section for pricing is denoted as "Year 4 and Beyond" which assumes and/or implies that the pricing provided is not expected to be subject to any adjustment beyond Year 4.	Based on this assumption/implication noted in this last section of Table "D", it would seem to be unreasonable and presumptuous to assume that prices would not be expected to change for the final Six (6) years of the contract. As part of our normal business processes, we try to maintain "best practice pricing" policies to assure that our clients achieve best value. However, as with all businesses, we are subject to normal fluctuations in the market costs (labour rates, equipment issues, CPI, inflation, etc.) which will ultimately have an impact on prices. To that end, we would anticipate that the Offeror would be afforded the opportunity, beyond the fourth (4) year, to conduct an annual price review and negotiate adjustments at the renewal periods.  <b>Question:</b>	<b>Q9.6</b>	Please refer to the response to Q5.2 which details Canada's response to this question.

			Is it expected that the Maintenance Pricing for "Year 4 and beyond" would remain fixed indefinitely or will the Offeror be afforded the opportunity to review the maintenance pricing and negotiate possible adjustments at the contract renewal periods to address the normal changes in costs (labour rates, equipment aging, inflation, CPI, etc.)?	
<b>Q9.7</b>	General		Please detail how vendors may protect confidential / trade secret? Intellectual Property details disclosed in their offers.	Canada always takes specific measures to provide confidentiality of any proposal submitted by any Vendor. The proposals are shared only with individuals that have a need-to-know. Evaluators work under non-disclosure and conflict of interest agreements.
<b>Q9.8</b>	RFSO Section 2.3, pages 8, 9 and 10.		Please detail what information is required if an offeror has an employee who was previously an RCMP employee and is entitled to a RCMP pension?	Please refer to the definition portion of section 2.3. An employee of the Vendor should not meet any of the four definitions (a, b, c, d). If the employee does not meet any of these four definitions, then Canada requires no information concerning this individual. Any contract that may result from this solicitation would be with the Vendor and not the former public servant.

## 2. **MODIFICATIONS:**

### A) Main RFSO Document Part B – Standing Offer/Resulting Contract Clauses

At Appendix D – Insurance Requirements, Section 2.0:

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

M7594-191708/B

009

107zl

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

M7594-191708

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**DELETE:**

G2002C (2008-05-12), Errors and Omissions Liability Insurance

**INSERT:**

G2002C (2018-06-21), Errors and Omissions Liability Insurance

**B) Annex B to Appendix A: EFCD Detailed Requirements**

**At section 2.6 “Portable Livescan”, bullet “p”**

**DELETE:**

p. minimum 12 cell Lithium Laptop onboard battery that can operate independent of an external power source for a minimum of two (2) hours;

**INSERT:**

p. 12 cell Lithium or at least 6 cell Lithium Polymer Laptop onboard battery that can operate independent of an external power source for a minimum of twelve (12) hours based on manufacturer’s claimed specification;

**NO OTHER MODIFICATIONS ARE RAISED AS PART OF SOLICITATION AMENDMENT 009**