

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier St., / 11, rue Laurier
Place du Portage, Phase III
Core 0A1/Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Informatics Professional Services - EL
Division/Services professionnels en informatique -
division EL
4C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet JAVA APPLICATIONS PROF SERVICES	
Solicitation No. - N° de l'invitation 01B68-100049/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 01B68-100049	Date 2013-01-23
GETS Reference No. - N° de référence de SEAG PW-\$\$EL-609-25292	
File No. - N° de dossier 609el.01B68-100049	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-15	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Josée Bastien	Buyer Id - Id de l'acheteur 609el
Telephone No. - N° de téléphone (819) 956-6770 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This Amendment number 001 is raised to respond to the following Vendor's questions:

QUESTION 1

a) Page 11, 3.3 Section II: Financial Bid states The Bidder's proposed firm per diem rates for the initial contract period must not exceed those rates set out in Annex "C" to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement. This is repeated in 4.3 on page 14 and Annex B Basis of Payment.

However, as this is SBIPS there is no Annex C to Part A schedule of per diem rates for the Supply Arrangement. Additionally, SBIPS typically contracts based on domains of expertise, not resource categories. We appreciate that AAFC is using this vehicle in order to prepare for specific solution based requirements it will have, but given that the level of expertise required may be different from the types of resources that were quoted in TBIPS we assume that the inclusion of this statement was an oversight.

Would the Crown please remove "The Bidder's proposed firm per diem rates for the initial contract period must not exceed those rates set out in Annex "C" to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement" where appropriate in the RFP.

b) PART 3, Section 3.3 (a) [page 11] – This clause states "The Bidder's proposed firm per diem rates for the initial period must not exceed those rates set out in Annex "C" to Part A Schedule of Per Diem Rates of the SA Holder's Supply Arrangement"; however, the SBIPS SA does not contain pricing/Per Diem Rates. Please confirm this statement was included in error and should be removed.

ANSWER 1

At **3.3 Section II: Financial Bid**, of the RFP, amend as follows:

Delete (a) Pricing, in its entirety.

Insert:

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables. The rates quoted for any option period must not be lower than the corresponding rate(s) quoted for the initial contract period. Failure to abide with this condition will result in a bid being considered non-responsive.

At **4.3 Financial Evaluation**, of the RFP, amend as follows:

Delete (a), in its entirety.

Insert:

- (a) The Bidder must provide firm, all inclusive per diem rates for the initial contract period and option periods for each Resource Category identified in Annex "B" using the tables attached at Annex "B" . The

Financial evaluation will be conducted only on proposals that are technically responsive by using these rates to calculate the Total Financial Score.

At **ANNEX B - BASIS OF PAYMENT**, of the RFP, amend as follows:

Delete:

In respect of the "Firm Per Diem Rates" for the initial contract period listed below, Firm Per Diem Rates must not exceed those rates set out in Annex (C) Schedule of Per Diem Rates of the SA Holder's Supply Arrangement.

QUESTION 2

a) In this case, the RFP is competitive and has an evaluation methodology that establishes a competitive financial outcome. As a result, the Most Favoured Customer clause should not be required.

This solicitation includes 30 (f) Price Protection - Most Favoured Customer clause. As this is a SBIPS Supply Arrangement requirement all pre qualified bidders must adhere to the competitive RFP process, resulting in a comparison of rates by multiple Bidders at the same time, allowing Canada to determine the lowest price and best value. Additionally, it is our understanding that current policy in the Canadian Government for competitive RFPs indicates that clauses such as this Most Favoured Customer clause are only required for non-competitive procurement process for goods and/or services over \$50,000.

Would the Crown please remove this clause.

b) It is extremely difficult for large IT firms to agree to "Most Favoured Customer" language pursuant to which they are committed to always provide a particular customer with the best price offered for a product or service. Contracts and the services and/or products associated with the contracts are never truly alike and therefore direct price comparisons are not always possible. In addition, due to the vast size and complexity of operations of most large service providers, it is not possible to adequately monitor compliance with such a provision. Inclusion of this clause will prohibit large SI vendors from participating in this competitive process.

In keeping with Treasury Board's Contracting Policy regarding the competitive process being the best way for Canada to receive the best value and the best prices from industry, and with PWGSC's Supply Manual and Standard Acquisition Clauses and Conditions with respect to price protection/certification provisions being applicable to non-competitive solicitations or to where only one compliant bid was received in response to the RFP – we respectfully request the Crown please delete this Clause and all references to Most Favoured Customer price protection in their entirety from the RFP as it is not applicable given contract award will be the direct result of PWGSC's competitive solicitation and bid selection process from among compliant suppliers with the supplier who offers the best value to Canada being selected for contract award.

c) Section 7.8(f)(i) and (ii): We are requesting that these provisions be revised as follows:

1) Section 7.8(f)(i): "To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other public

sector customer (including other Government of Canada entities) within the City of Ottawa for a similar quality and quantity of goods and services in the year before the Contract was awarded.

2) Section 7.8(f)(ii): "The Contractor also agrees that, if after the date of the Contract it reduces the prices it charges to other public sector customers within the City of Ottawa for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).

ANSWER 2

At **7.8 Payment**, of the RFP, amend as follows:

Delete (f) Price Protection - Most Favoured Customer, in it's entirety.

QUESTION 3

Page 64, matrix item M.7.3. states the following mandatory item: "The Bidder must demonstrate that the proposed resource has experience as a Project Manager, on a minimum of two (2) projects, for the end-to-end system development of web applications on the J2EE platform (version 1.3 or more recent)..". While important for technical resources, we fail to see the relevance of this requirement for a Project Manager. Development project managers manage based on enterprise application development / project management methodologies regardless of environments, platforms, and/or versions.

Would the Crown please revise this mandatory item to "The Bidder must demonstrate that the proposed resource has experience as a Project Manager, on a minimum of two (2) projects, for the end-to-end system development of applications."

ANSWER 3

The RFP remains unchanged.

QUESTION 4

Please confirm that all bidders need only provide responses for the following 6 resource categories:

M.7 J2EE DEVELOPMENT PROJECT MANAGER, LEVEL 3
 M.8 PROJECT LEADER, LEVEL 3
 M.9 BUSINESS ANALYST, LEVEL 3
 M.10 APPLICATION / SOFTWARE ARCHITECT, LEVEL 3
 M.11 PROGRAMMER / SOFTWARE DEVELOPER, LEVEL 3
 M.12 DATABASE ADMINISTRATOR, LEVEL 3

ANSWER 4

Yes, confirmed.

QUESTION 5

Please confirm that work performed outside of the NCR for clients headquartered in the NCR, (e.g. Quebec) would be compliant for the requirement in Section 1.2 page 64, which states "Proposed

resources must have previously worked with the Bidder in the NCR for a minimum of six months in the same proposed resource category.”?

ANSWER 5

To clarify, the resource must have been physically located, full-time , in the NCR for a minimum of six months providing services to a client in the NCR.

QUESTION 6

Please confirm that Appendix D to Annex A – Resources Assessment Criteria found on page 94 of the RFP need only be addressed after contract award and during each issuance of Task Authorizations to confirm proposed resources for that specific TA meet the requirements found in Appendix D to Annex A.

ANSWER 6

Yes, confirmed.

QUESTION 7

a) Page 31, section 7.24 of the RFP states, “The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to 6 months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.”

Given the unknown and potentially unlimited nature of “all reasonable efforts”, this clause could cause significant disparities in bidder’s pricing to account for what this may encompass.

We respectfully request that this clause be changed to be in line with the same clauses from previous AAFC RFP’s that read as follows:

In the period leading up to the end of the Contract Period, the Contractor agrees it will assist Canada in the transition from the Contract to a new contract with another supplier. The specific Transition Out tasks that will be required of the Contractor will be identified by a TA and the Contractor will be paid for the work during the transition out period.

b) Section 7.24: This provision states that on a termination of the agreement, the bidders are required to provide 6 months of free transition. We are requesting that if the agreement is terminated for cause, bidders will not be providing any transition assistance. This provision needs to be revised accordingly.

ANSWER 7

At **7.24 Transition Services at end of Contract Period**, of the RFP, amend as follows:

Delete in i'ts entirety.

QUESTION 8

Question R.1.2 on page 69 indicates that 3 points - for each criterion (a to k) demonstrated to a maximum of 30 points, however a to k are 11 criteria.

Could the crown please confirm that the intent is to enable bidders to score full points by selecting 10 of the 11 criteria.

ANSWER 8

Yes, confirmed.

QUESTION 9

a) M.1 page 62, the RFP indicates iv. The contract must have included the provision of resources in at least four (4) out of the following seven (7) categories (any level), or equivalent:

- a) Project Manager;
- b) Project Leader;
- c) Business Analyst;
- d) Application / Software Architect;
- e) Programmer / Software Developer;
- f) Database Administrator.

Please confirm this is in fact 6 categories and none have been omitted.

b) RFP (pg 61) M.1 states, in part:

For each reference project provided:

i. The contract for professional services must have had a minimum total value of \$2,000,000 (in Canadian dollars);

iii. The contract must have been completed in the last seven (7) years or has been ongoing for a minimum of twelve (12) months (as of RFP closing date); and

iv. The contract must have included the provision of resources in at least ...

Sub-section ii is missing or the numbering is incorrect. Would Canada please provide appropriate clarification of the requirement.

c) Ref: (RFP pg 62) M.1 Corporate Experience (Reference Projects) iv states:

iv. The contract must have included the provision of resources in at least four (4) out of the following seven (7) categories (any level), or equivalent:

- a) Project Manager;
- b) Project Leader;
- c) Business Analyst;
- d) Application / Software Architect;
- e) Programmer / Software Developer;
- f) Database Administrator.

There are only 6 categories listed. Either there is a category missing or the "following (7) categories" is incorrect and should read "following (6) categories". Would Canada please provide the appropriate correction.

ANSWER 9

At **ATTACHMENT 1 - BID EVALUATION CRITERIA, 1. MANDATORY QUALIFICATION REQUIREMENTS, 1.1 CORPORATE MANDATORY REQUIREMENTS**, of the RFP, amend as follows:

Delete M.1 in it's entirety.

Insert:

Experience and Expertise of the Bidder		
Criteria	Mandatory Requirement	Bidder's Response
		Demonstrated experience (Bidders to insert data)
M.1	<p>Corporate Experience (Reference Projects)</p> <p>The Bidder must provide three (3) reference projects where the Bidder was contracted to deliver professional services, in Canada, for the End-to-end Development or Maintenance of an enterprise application on the Java 2 Platform, Enterprise Edition (J2EE platform) (version 1.3 or more recent) and including:</p> <ul style="list-style-type: none"> i. A minimum of one (out of the three proposed) contract must have had a minimum total value of \$5,000,000 (in Canadian dollars); and ii. A minimum of one (out of the three proposed) must have been completed in the National Capital Region (NCR). <p>For each reference project provided:</p> <ul style="list-style-type: none"> i. The contract for professional services must have had a minimum total value of \$2,000,000 (in Canadian dollars); ii. The contract must have been completed in the last seven (7) 	

	<p>years or has been ongoing for a minimum of twelve (12) months (as of RFP closing date); and</p> <p>iii. The contract must have included the provision of resources in at least four (4) out of the following six (6) categories (any level), or equivalent:</p> <p>a)Project Manager; b)Project Leader; c)Business Analyst; d)Application / Software Architect; e)Programmer / Software Developer; f)Database Administrator.</p>	
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

QUESTION 10

a) Please confirm that page 68 R.1.1 a - g should read “tasks and activities described in Annex A, SOW, section 5 i-vii;”.

b) Rated requirement R.1.1 – Items “a” to “g” of the requirement reference Section 2.5i to 2.5vii of the statement of work; however, there is no Section 2.5 within the Statement of Work. It is assumed that the intended reference was Section 5 of the statement of work, please confirm that the requirement should reference Section 5i to 5vii as opposed to Section 2.5i to 2.5vii.

c) Ref RFP (pg 68) R.1.1. Scope of Work, states in part:

The Bidder should demonstrate that its work on the reference project included:

1) Where the completed deliverables included a minimum of 3 out of 5 of the tasks and activities described in Annex A, SOW, section 2.5 i;

We are unable to locate Annex A, SOW, section 2.5 i, since Annex A, SOW (RFP pg 40) contains section 2.3, then jumps to section 3:

2.3 CONTRACT INITIATION

The Contractor must, at no cost to AAFC, participate in a contract initiation meeting with AAFC and the Contracting Authority. At the initial meeting, the Contractor will be required to make an oral presentation to AAFC describing its' approach to the delivery of the work under the Contract including:

- a) Project Management Methodology
- b) Application Development Methodology and Tool Set
- c) Quality Management Plan
- d) Deliverable Documentation Plan
- e) Contract Management Approach

At this session, the AAFC Technical Authority will provide comments and discuss any required adjustments to the Contractor's approach as proposed in its solicitation response. The final agenda for the

contract initiation meeting will be provided upon Contract award. The contract initiation meeting will be a face-to-face meeting, held at AAFC in the National Capital Region (NCR), within five days following issue of the agenda. Additional meetings may be required as determined by the Technical Authority.

3. RESOURCE REQUIREMENTS

Similarly, requirements R.1.1 b through R.1.1 g, refer to Annex A, SOW, sections ii through vii, respectively, which we are unable to locate. Would Canada please provide the missing section 2.5 for Annex A, SOW (and possibly Annex A, Section 2.4, as needed)?

ANSWER 10

At **ATTACHMENT 1 - BID EVALUATION CRITERIA, 2. POINT RATED REQUIREMENTS, R-1 CORPORATE EXPERIENCE (REFERENCE PROJECTS)**, of the RFP, amend as follows:

Delete R.1.1, in it's entirety.

Insert:

Corporate Reference Project # _____			
Client Organization Name: _____			
			BIDDER'S RESPONSE
#	RATED CRITERIA	POINTS MAX	DEMONSTRATED EXPERIENCE (Bidders to insert data)
R.1.1	<p>Scope of Work</p> <p>The Bidder should demonstrate that its work on the reference project included:</p> <p>a) Where the completed deliverables included a minimum of 3 out of 5 of the tasks and activities described in Annex A, SOW, section 5 i;</p> <p>b) Project Initiation - Where the completed deliverables included a minimum of 3 out of 5 of the tasks</p>	30	<p>The Bidder will receive up to 30 points as follows:</p> <p>4 points - for each criterion (a to g) demonstrated; and</p> <p>2 points (bonus) - if project demonstrates all 7 criterion (a to g).</p>

Corporate Reference Project # _____**Client Organization Name:** _____

			BIDDER'S RESPONSE
#	RATED CRITERIA	POINTS MAX	DEMONSTRATED EXPERIENCE
			(Bidders to insert data)
	<p>and activities described in Annex A, SOW, section 5 ii;</p> <p>c) Application Planning - Where the completed deliverables included a minimum of 4 out of 6 of the tasks and activities described in Annex A, SOW, section 5 iii;</p> <p>d) Application & Database Design - Where the completed deliverables included a minimum of 7 out of 9 of the tasks and activities described in Annex A, SOW, section 5 iv;</p> <p>e) Application Build - Where the completed deliverables included a minimum of 9 out of 11 of the tasks and activities described in Annex A, SOW, section 5 v;</p> <p>f) Testing - Where the completed deliverables included a minimum of 6 out of 8 of the tasks and activities described in Annex A, SOW, section 5 vi; and</p> <p>g) Application Enhancement, Support and Maintenance - Where the completed deliverables included a minimum of 4 out of 5 of the tasks and activities described in Annex A, SOW, section 5 vii.</p>		

QUESTION 11

Page 27 of the RFP states that the contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY** or **SECRET as required**. Please confirm which level of security is required.

ANSWER 11

At **7.5 Security Requirement**, of the RFP, amend as follows:

Delete (b), in its entirety.

Insert:

(b) The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CIISD/PWGSC.

QUESTION 12

Can the resource named in M.2 Contractor's Representative be a resource be one of the resources identified in M.7 through M.12?

ANSWER 12

Yes, the Contractor's Representative (M.2) may be an individual proposed in response to the required delivery roles (i.e. M.7 - M.12).

QUESTION 13

Please clarify references in grids:

- a)
 - In M.3 Project Management Methodology makes a reference to SOW article 2.4.3. There is no article 2.4.3, is SOW article 4.2 Project Management Methodology the correct reference?
 - In M.4 Application Development Methodology and Tool Set makes a reference to SOW article 2.4.4. There is no article 2.4.4, is SOW article 4.3 Application Development Methodology and Tool Set the correct reference?
 - In M.5 Quality Management Plan makes a reference to SOW article 2.4.5. There is no article 2.4.5, is SOW article 4.4 Quality Management Plan the correct reference?
- b) Corporate Mandatory Requirements – M.3, M.4, and M.5 [pages 62-63] – The requirements make reference to sections within the SOW; however, the sections referenced in the requirement do not exist within the SOW. Please confirm that in M.3 SOW reference 2.4.3 should be 4.2, in M.4 SOW reference 2.4.4 should be 4.3, and for M.5 SOW reference 2.4.5 should be 4.4.

ANSWER 13

At **ATTACHMENT 1 BID EVALUATION CRITERIA**, of the RFP, amend as follows:

Delete 1.1 CORPORATE MANDATORY REQUIREMENTS, in its entirety.

Insert:

1.1 CORPORATE MANDATORY REQUIREMENTS

Experience and Expertise of the Bidder		
Criteria	Mandatory Requirement	Bidder's Response
		Demonstrated experience (Bidders to insert data)
M.1	<p>Corporate Experience (Reference Projects)</p> <p>The Bidder must provide three (3) reference projects where the Bidder was contracted to deliver professional services, in Canada, for the End-to-end Development or Maintenance of an enterprise application on the Java 2 Platform, Enterprise Edition (J2EE platform) (version 1.3 or more recent) and including:</p> <ul style="list-style-type: none"> i. A minimum of one (out of the three proposed) contract must have had a minimum total value of \$5,000,000 (in Canadian dollars); and ii. A minimum of one (out of the three proposed) must have been completed in the National Capital Region (NCR). <p>For each reference project provided:</p> <ul style="list-style-type: none"> i. The contract for professional services must have had a minimum total value of \$2,000,000 (in Canadian dollars); iii. The contract must have been completed in the last seven (7) years or has been ongoing for a minimum of twelve (12) months (as of RFP closing date); and iv. The contract must have included the provision of resources in at least four (4) out of the following six (6) categories (any level), or equivalent: <ul style="list-style-type: none"> a) Project Manager; b) Project Leader; c) Business Analyst; d) Application / Software Architect; 	

	e) Programmer / Software Developer; f) Database Administrator.	
M.2	<p>Contractor's Representative</p> <p>The Bidder must propose an individual. located in the NCR, that will be its representative responsible at an operational level to manage the resulting contract and report on the progress of work.</p> <p>The proposed candidate must have a minimum of two (2) years demonstrated experience as the single point of contact, on behalf of a contractor, with responsibility for the management of a contract with a minimum contract value of \$2,000,000.00 (in Canadian dollars) and for maintaining the business relationship between the contractor and the client.</p>	
M.3	<p>Project Management Methodology</p> <p>a) The Bidder must identify by name the project management methodology that it proposes to use to manage the delivery of all work under the resulting contract in accordance with SOW article 4.2.</p> <p>b) The Bidder must describe its methodology in each of the following elements of project management:</p> <p>i. Risk (including knowledge transfer between incoming and outgoing Contractor resources);</p> <p>ii. HR;</p> <p>iii. Scope;</p> <p>iv. Schedule;</p> <p>v. Communications;</p> <p>vi. Organizational Impacts; and</p> <p>vii. Technical Performance.</p>	
M.4	<p>Application Development Methodology and Tool Set</p> <p>a) The Bidder must identify by name and provide an overview of the formal application development methodology and tool set that it proposes to use to</p>	

	<p>plan, design and develop the Java-based applications under the resulting contract in accordance with SOW article 4.3.</p> <p>b) The Bidder must propose an application development methodology and tool set that adheres, or is adaptable, to the Rational Unified Process (RUP). The Bidder must also identify how the proposed application development methodology and tool does this.</p>	
M.5	<p>Quality Management Plan</p> <p>The Bidder must provide a description of the quality management plan that it proposes to use to ensure that all deliverables to AAFC are of high quality under the resulting contract in accordance with SOW article 4.4. It is suggested that the quality management plan not exceed four pages.</p>	
M.6	<p>Deliverable Documentation Plan</p> <p>The Bidder must provide a deliverable documentation plan that describes the documentation that it proposes to provide to ensure that all deliverables under the contract, including software application code, are easily understood and maintained by AAFC or a subsequent contractor in accordance with SOW article 4.5. It is suggested that the deliverable documentation plan not exceed four pages.</p>	

QUESTION 14

Is there a chance you can send a Word copy of this RFP?

ANSWER 14

No, a Word copy is not available.

QUESTION 15**RFP Section: 7. LOCATION FOR PROVISION OF SERVICES (pg. 52)**

a) Contractor's Location

The majority of the work will be conducted at the Contractor's location unless otherwise requested by AAFC as follows:

i. The Contractor must have the capacity to re-create AAFC's technical, development tools and technical application environment(s) (as stipulated in Appendix A to Annex A) at its location as may be necessary for the purposes of application planning, design and development. It is expected that testing activities associated with the implementation of the Java applications will be conducted on-site at AAFC in the NCR;

Question:

Would the Crown please confirm:

That the re-creation of AAFC's technical, development tools and technical application environment(s) by the Contractor is NOT required as part of this proposal submission. i.e., the cost of the environments do not need to be estimated and priced into the bidder's proposal at this point in time. The Crown is simply confirming the Bidder's capacity to set up such an environment should they be awarded a contract.

How AAFC will compensate and contract for a contractor application planning, design and development capability with the winning respondent. For example, will AAFC issue a change order to the base contract to allow the winning respondent to provide a price for the required hardware, software, facilities, telecommunications, etc., subsequent to contract award?

ANSWER 15

To clarify, the Bidder must have the capacity to re-create AAFC's environment at the time of contract award. The (selected) Contractor must be able to establish the environment when the work requires it. As many of the software products/tools are industry standard, it is assumed that Bidders may already possess the necessary licenses however it is the responsibility of the Contractor to incur any additional costs in order to support delivery of the work. A separate TA will not be issued for the establishment of the application development environment.

QUESTION 16

RFP Section: 4.8 ELECTRONIC LIBRARY

The Contractor shall maintain on AAFC premises an electronic library of all work in progress, delivered items and review comments, and shall perform version control.

Question:

Would the Crown please confirm if the software for the electronic library will be provided by the Crown as GFE-Government Furnished Equipment, or will the Contractor be required to procure and provide required software for installation at AAFC?

ANSWER 16

Yes, AAFC will provide the Contractor with access to its Document Management System to maintain the electronic library.

QUESTION 17

Would the Crown please confirm if any of the in-scope services are currently covered under a collective agreement?

ANSWER 17

As stated in section 2.1 of Annex A, SOW (p. 40 of 115), "It is anticipated that AAFC will continue to develop applications in-house using AAFC staff augmented by additional contract resources via various contracting vehicles. It will be at AAFC's discretion to determine which application development projects and activities will be undertaken by the Contractor". AAFC foresees that it will continue to develop and maintain applications using internal employees, external Contractor resources, or a combination of both.

QUESTION 18

Section 7.8(d): This provision contemplates Canada accepting portions of the work. However, there is no language regarding the acceptance process including any acceptance requirements, acceptance testing, timing for acceptance/rejection and deemed acceptance. We request that all of these issues be identified on the RFP.

ANSWER 18

The process will be detailed in each TAs.

QUESTION 19

Section 7.15(c)(iii): We need to revise the notice of cancellation endorsement to make it clear that our insurer will endeavour to provide this notice. Consequently, revise as follows: "The Insurer agrees to endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation".

ANSWER 19

Request denied. The RFP remains unchanged.

QUESTION 20

Section 7.15(e): We are requesting to revise as follows: "The Insurer agrees to endeavour to provide the Contracting Authority thirty-day written notice of policy cancellation".

ANSWER 20

Request denied. The RFP remains unchanged.

QUESTION 21

Section 7.18(d): We are requesting to revise as follows: "The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained in accordance with the requirements under this Agreement to Canada's satisfaction."

ANSWER 21

Request denied. The RFP remains unchanged.

QUESTION 22

Section 7.21: We are requesting that this provision should be revised by deleting the first two sentences and replacing them with the appropriate reps and warranties which Canada wishes us to make (subject to our agreement). We then need to insert language at the end which states the following: "Except for the representations and warranties made in this Contract, the Contractor makes no representation, condition or warranty of any kind whatsoever under this Contract or otherwise, including without limitation, any statutory, express, implied or other warranties or any warranty of merchantability or fitness for any particular purpose regarding any services, deliverable or any other product delivered to Canada under this Contract."

ANSWER 22

Request denied. The RFP remains unchanged.

QUESTION 23

a) Section 7.23: This warranty is problematic because it is saying that bidders are going to ensure that any transition to the bidder's services will not disrupt Canada's operations or other users and, to the extent that there is degradation, delays, etc., those are all the bidder's responsibility. The problem is that bidders do not know for sure what they may be running and so there is no way the bidder can accurately predict or understand what it is that they are running. We request to delete or significantly narrow this section.

ANSWER 23

At **7.23 Warranties Implementation of Professional Services**, of the RFP, amend as follows:

Delete in it's entirety.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED