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K1A 0S5

Bid Fax: (819) 997-9776

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

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

Systems Software Procurement Division / Division
des achats des logiciels d'exploitation

11 Laurier St. / 11 rue, Laurier

4C1, Place du Portage, Phase III

Gatineau

Quebec

K1A 0S5

Title - Sujet RFSA FOR THE PROVISION OF SOFTWARE	
Solicitation No. - N° de l'invitation EN578-100808/D	Date 2011-02-17
Client Reference No. - N° de référence du client EN578-100808	Amendment No. - N° modif. 002
File No. - N° de dossier 015ee.EN578-100808	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$EE-015-22221	
Date of Original Request for Supply Arrangement 2011-01-31 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-31	
Time Zone Fuseau horaire Eastern Standard Time EST	
Address Enquiries to: - Adresser toutes questions à: Franco (ee div), Emilio	Buyer Id - Id de l'acheteur 015ee
Telephone No. - N° de téléphone (819) 956-1184 ()	FAX No. - N° de FAX (819) 953-3703
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
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)		
For the Minister - Pour le Ministre		

The purpose of this amendment is:

- **To answer bidder questions**
- **To revise the solicitation**

THE FOLLOWING SHALL FORM PART OF THE SOLICITATION:**1. Question 9**

Question: Given that Monday February 21st is Family Day, as well as the volume of material to prepare, we respectfully request a 4 day extension to the initial submission date (February 25rd, 2:00PM) so as to allow proponents enough time to finalize, print and deliver the submission.

Answer: The date of Monday February 21st is provided as a target date for initial submission. As the solicitation is continuously posted, Suppliers may submit arrangements any time before or after the target date. As such, no extension is required.

2. Question 10

Question: Sections 2.5(g) and 6A.20(a) state that the Supplier must ensure that its Resellers conform to the terms and conditions of the SA and any resulting contract. As Resellers are independent businesses, the Supplier cannot have sufficient control to "ensure" that the Resellers conform to the SA terms and conditions. Can this term be revised to say that it is the responsibility of the Supplier to "advise" its Resellers of their obligation to conform to the terms and conditions of the SA?

Answer: The Supplier is responsible for all its obligations under the SA. While Resellers may be independent businesses, the Supplier is obligated to ensure that it is supplying in accordance with the terms of the SA.

3. Question 11

Question: Would the Crown confirm that it will use this Supply Arrangement exclusively to procure all of the products listed in Annex G, regardless of any existing DISOs that are in effect with vendors at the time of the acquisition?

Answer: The Crown reserves the right to make use of any method of supply available for a given requirement. The DISOs are scheduled to expire December 31st, 2011 and the Crown may continue to exercise procurements through these vehicles until such time that they are no longer available.

4. Question 12

Question: Section 6C.15 Intellectual Property Infringement and Royalties In subsection (c) would the Crown please correct the reference to subsections (b) and c) with subsections (a) and (b).

Answer: The Crown will correct the reference as outlined above.

5. At Section 6C.15(c)

Delete: The provisions of subsections (b) and (c) do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada

Replace With: The provisions of subsections (a) and (b) do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada

6. Question 13

Question: Section 6C.9 (a)(iii) provides for the prorating of maintenance and support charges to align with a common anniversary date. It is the industry standard for software vendors to include 12 months of maintenance and support at no extra charge with the initial license acquisition. In this case, there is no maintenance charge to prorate, although the maintenance coverage period will be for a full year. If maintenance is included at no charge with a license acquisition, would the Crown please confirm that the prorated coverage period can be the period immediately following the first 12 months of support that is included with the license acquisition ?

Answer: If maintenance and/or support is included at no charge with the additional license acquisition, the Crown may apply the prorated balance to the following period's renewal if such a renewal is exercised.

7. Question 14

Question: Should not the reference at the end of the paragraph Section 2.6 (a) "Resellers as Suppliers" be Part 5, Section 5.7 (b) rather than Part 5, Section 5.4 (b)?

Answer: The Crown will correct the reference as outlined above.

8. At Section 2.6(a)

Delete: An entity other than a Software Publisher directly contracting with Canada must submit the certification from a Software Publisher(s) in accordance with Part 5, Section 5.4(b).

Replace With: An entity other than a Software Publisher directly contracting with Canada must submit the certification from a Software Publisher(s) in accordance with Part 5, Section 5.7(b).

9. Question 15

Question: Section 3.2 (b) (viii) Warranty Period, says that the Supplier should provide the Warranty Period for the Software (ex. 90 days, one year, etc.) However, there is no such column in Annex D in either the WORD document provided or the EXCEL document provided.

Answer: The Crown's intent is to request Suppliers include details regarding their product warranty in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions and not in Annex D - Product List and Ceiling Prices. The Crown will correct the RFSA to clarify.

10. At Section 3.2(b)

Delete: Section 3.2(b)(viii)

11. At Section 3.2(c)(i)

Insert: (F) Warranty

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION SHALL REMAIN UNCHANGED.