



RETURN BIDS TO:

Bid Receiving – SSC
700 Montreal Road,
Ottawa, Ontario
K1A 0P7

RETOURNER LES SOUMISSIONS À:

Réception des Soumissions – SPC
700, chemin Montréal,
Ottawa, Ontario
K1A 0P7

**REQUEST FOR RESPONSES FOR
EVALUATION AMENDMENT**

**MODIFICATION DE LE DEMANDE DE
RÉPONSES POUR L'ÉVALUATION**

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

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

Comments - Commentaires

This document contains Security Requirements

Ce document contient des exigences sécuritaires.

Issuing Office – Bureau de distribution

SSC | SPC
Procurement and Vendors Relationships | Achats et relations avec les fournisseurs
11 Laurier Street | 11, rue Laurier
Place du Portage, Phase III, 12C1
Gatineau, Quebec
K1A 0S5

Title – Sujet Data Warehouse for Canada Border Services Agency/ Dépôt de données pour l'Agence des services frontaliers du Canada	
Solicitation No. – N° de l'invitation 10029562/A	Amendment No. – N° de modif. 005
Client Reference No. – N° référence du client 13-0444	Date July 9, 2013
File No. – N° de dossier CAB10029562	
RFRE Closes – La DRPE prend fin at – à 02 :00 PM on – le July 22, 2013	Time Zone Fuseau horaire Eastern Daylight Saving Time (EDT) Heure avancée de l'Est (HAE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to :- Adresser toutes questions à: Melissa Ho	Buyer Id – Id de l'acheteur CAB
Telephone No. – N° de téléphone : 819-956-1389	FAX No. – N° de FAX Not applicable
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
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 is raised to answer Industry questions and to modify the draft RFP, SOR, mandatory and rated requirements.

Question 40:

we would like to request a closing date extension to July 18th. We are looking at submitting multiple responses based on the last amendment and would like to make sure we have sufficient time to complete with our partners.

Answer 40:

Please see Amendment 003.

Question 41:

1.6 Enquiries During the RFRE Response Period

Regarding Annex A – Statement of Requirements Section 3.15 Backup and Recovery, Mandatory Requirement 3.15.2 the Crown states: “The Contractor’s Solution must integrate with the current backup Solution which is currently Tivoli Storage Management.”

IBM’s Tivoli Storage Manager (TSM) solution is one of many backup and recovery products in the marketplace. Referencing the Gartner 2013 Magic Quadrant for Enterprise Backup/Recovery Software it is one of 4 vendors that is positioned in the Leader’s Quadrant. The others are EMC, Symantec, and CommVault. Our software solution is in the Leader’s Quadrant and can integrate with industry leading Data Warehouse Solutions while meeting or exceeding all of the Backup/Recovery Mandatory and Rated Requirements detailed in Annex A Section 3.15, Attachment 4.1 (Mandatory Requirements) Section 3.15, and Attachment 4.2 (Rated Requirements) Section 3.15 of the draft RFP.

In addition, it is known that SSC currently uses all four of these backup/recovery vendors in their various Data Center operations and it is believed that, as leaders in the Gartner MQ that these four backup/recovery leaders would integrate with the proposed DW Solutions.

Therefore the requirement for the DW Solution to integrate with the only one of SSC’s current backup/recovery solutions not only limits Shared Services Canada’s options for an overall backup and recovery solution, but also limits competition and the opportunity for CBSA to be presented with the best possible DW Solutions from the bidders.

We respectfully request that SSC delete Mandatory Requirement 3.15.2.

Answer 41:

Mandatory Requirement 3.15.2 will remain unchanged. The current backup and recovery system is IBM’s TSM. The Bidder’s Solution must be able to integrate with this existing one.

Question 42:

Regarding Attachment 3.1 – Pricing Tables, Table 1, 2, 3, 4, 5, 6 and 7. It is stated in Table 1 that “...The Solution must include all hardware, software, licenses, integration services and connectivity requirements.” Would SSC please confirm the following?

a) All backup/recovery software and licenses to meet the requirements defined in Section 3.15 Backup and Recovery of Annex A, Attachment 4.1 and 4.2, must be provided in the bidder’s proposal and price.

b) All hardware (disk, tape, VTL, appliance, switches, etc.) and associated licensing to meet the requirements defined in Section 3.15 Backup and Recovery of Annex A, Attachment 4.1 and 4.2, must be provided in the bidder’s proposal and price.

c) All maintenance and support and optional requirements must also include the price for all hardware, software, and licenses to meet the requirements defined in Section 3.15 Backup and Recovery of Annex A, Attachment 4.1 and 4.2.



Answer 42:

- a) Confirmed, that this is correct.
- b) Confirmed, that this is correct.
- c) Confirmed, that this is correct.

Question 43:

With regards to the above mentioned RFRE, we respectfully request a 30 day extension to enable us to properly evaluate the specifications of the draft RFP.

Answer 43:

Please see Amendment 003.

Question 44:

The answers to the questions we have submitted will dictate whether or not we can offer a proposal so we are on hold with our potential submission. We therefore respectfully request a three week extension to the closing date of the RFRE.

Answer 44:

Please see Amendment 003.

Question 45:

In light of the recent modification to allow bidders more flexibility to establish partnerships (where one firm may have multiple solutions/approaches) we respectfully request a 2 week extension to finalize partnership arrangements and to accommodate for the resulting clarifications (Q/A) that will be needed.

Answer 45:

Please see Amendment 003.

The requirement is that the Appliance / Appliance-Based defined in the SOR and that the bidder must be the OEM. However, any flexibility as confirmed previously is to allow software from partner Software Publishers to meet requirements of the overall solution, outside of the requirements of the Appliance.

Question 46:

We are writing to request an extension to the above-subject RFRE. With the change over from Merx to BuyandSell many companies have missed opportunities posted around the conversion time and are coming late to this opportunity which is of much interest to us.

Given any RFP related questions must be asked during the RFRE question period it is extremely difficult for us to complete all of our actions required to review the RFP, associated hardware, software and maintenance terms and conditions well as the mandatory and rated requirements, Software Publishers authorizations etc. with the software providers it is extremely unlikely we can meet the current due date of 8 July 2013.

As well, to date, we have only seen one amendment to respond to questions and answers which, given the complexity of the RFP, surprises us.

Given the scope of the actions we have outlined we are requesting an extension to 16 August 2013.

Answer 46:

Please see Amendment 003.

Question 47:

Re:Annex A Statement of Requirements, 3.2 Baseline Requirement, 3.2.1 Baseline Capability, Table 1: Baseline Requirement



Attachment 4.1 Mandatory Requirements, 3.0 Mandatory Technical Requirements, 3.1.17

Table 1 identifies the primary site as having four separate environments - Sandbox, Development and Test, Pre-Production, Production, and the disaster recovery site as having a Production environment.

a. Please confirm that the Sandbox, Development and Test, Pre-Production, and Production environments are at one physical site, and that the Disaster Recovery Production environment is at a different and separate physical site.

b. An appliance with an initial capacity of 1 TB dedicated to the Sandbox environment may be excessive. A data warehouse appliance can be configured to isolate the Sandbox from Development and Test consistent with mandatory requirement 3.1.17. Can the Sandbox and Development and Test environments be combined (i.e., shared) on a single physical appliance, or must these environments remain on two separate physical appliances?

c. Common accepted best practices for Pre-Production is that Pre-Production environment should be an exact mirror of the Production environment. Please confirm that Pre-Production, Production, and Disaster Recovery Production must be on separate physical appliances.

Answer 47:

a. Yes, Sandbox, Development and Test, Pre-Production, and Production environments are at one physical site, and the Disaster Recovery Production environment is at a different and separate physical site.

b. Yes as long as the requirements as stated in Clause 3.1.17 are fully met.

c. Yes, Pre-Production, Production, and Disaster Recovery Production must be on separate physical appliances.

Question 48:

Re: Attachment 4.1 Mandatory Requirements, 3.2 Baseline Requirement, 3.2.2 Configuration and Capacity, 3.2.2.1

Attachment 4.1 Mandatory Requirements, 3.3 Scalability Requirement, 3.3.2 Configuration and Capacity, 3.3.2.1

Mandatory requirement 3.2.2.1 states, "The Bidder must provide a baseline solution that is + or ? 10% of the usable storage capacities shown in the Table 1 of the SOR."

Mandatory requirement 3.3.2.1 similarly states, "The Bidder must provide a scaled solution that is + or ? 10% of the usable storage capacities shown in Table 2 of the SOR."

Data warehouse appliances in the industry come in specific sizes. While some appliances may align with the capacities shown in Table 2, some may not. While we recognize the need to specify the minimum capacity of a proposed device, limiting its maximum capacity could unduly restrict vendor options. A solution that contains more than 110% of the required usable storage capacity does not hinder the solution, and could be an added value in terms of more usable storage.

Please consider changing mandatory requirement 3.2.2.1 to, "The Bidder must provide a baseline solution that is no less than 90% of the usable storage capacities shown in the Table 1 of the SOR.?"

And please consider changing mandatory requirement 3.3.2.1 to, "The Bidder must provide a scaled solution that is no less than 90% of the usable storage capacities shown in the Table 1 of the SOR.?"

Answer 48:

Please see Modifications 022, 023, 024 and 025.



Question 49:

Re: Attachment 4.2 Rated Requirements, 3.3 Scalability Requirement, 3.3.2 Configuration and Capacity, 3.3.2.8

Section 3 3.0 Technical Requirements refers to various usable storage requirements for each of the separate environments.

Please confirm that storage identified within requirement 3.3.2.8 and this section is consistent with the rest of the bid solicitation, and refers to usable storage by the proposed solution.

Answer 49:

Yes, the storage identified within requirement 3.3.2.8 is consistent with the entirety of the bid solicitation and refers to usable storage by the proposed Solution.

Question 50:

Re: Attachment 4.2 Rated Requirements, 3.7 Usage Tracking (Historical), 3.7.1

The evaluation criteria for rated requirement 3.7.1 states, "100% (10 points): The Bidder's solution can display index usage reports over configurable time periods via a GUI interface."-

Some solutions do not require indices thereby making this requirement not applicable.

In an effort to not unfairly penalize solutions that do not require indices, please consider changing the evaluation criteria for this requirement to, "100% (10 points): The Bidder's solution can display indices usage reports over configurable time periods via a GUI interface or the Bidder's solution does not require indexes."

Answer 50:

Please see Modification 026.

Question 51:

Re: Attachment 4.2 Rated Requirements, 3.15 Backup and Recovery, 3.15.13

Rated requirement 3.15.13 states, "The Bidder should identify in sufficient scripted detail the manner in which their solution would reapply all committed database changes (logged but possibly not written to the database) and undo all uncommitted database changes after the point of failure.

Some database technologies write committed data to the database immediately and do not need to be reapplied.

Please consider changing this requirement to, "The Bidder should identify in sufficient detail the manner in which committed and uncommitted data is handled by their solution during a failure condition."

Answer 51:

Please see Modification 27.

Question 52:

Re: Draft RFP, Part 7 Resulting Contract Clauses, 7.1 Requirement

Article 7.1.2 of the Resulting Contract Clauses states, "Under the Contract, the "Client" is Shared Services Canada (SSC), an organization with a mandate to provide shared services. This contract will be used by SSC to provide shared services to Canada Border Services Agency. However, SSC may also choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

"The User means either those individuals located within the Client, or the Client's service recipient, authorized by the Client to use the licensed software specified under the Contract in the RFP."



If SSC chooses to use this contract for other clients that have a requirement for a data warehouse, will SSC amend the requirements for other clients, or do their requirements have to be identical to what is contracted for CBSA?

Will SSC exercise the right to use this contract for other clients only during the five year contact period and three irrevocable option years contracted for CBSA?

How will pricing be established for other clients, given that the pricing in this contract is based on the initial and scaling requirements of CBSA delivered over the five year contact period and three irrevocable option years ?

Answer 52:

All terms and conditions will be the same for the period of the contract (including option years) for any other potential clients. There will be no changes to the technical requirements or pricing to accommodate other clients. Other clients can only use the goods and services as per the Statement of Requirements and Basis of Payment as stipulated in the draft RFP.

Question 53:

Re:Draft RFP, Part 7 Resulting Contract Clauses, 7.3 Standard Clauses and Conditions, 7.3.1 General Conditions

Paragraph 26 of SAAC 2030 (2012-11-19) General Conditions - Higher Complexity Goods includes a clause entitled "Liability" that does not limit the Contractor's liability for damages.

A standard limitation of liability clause developed primarily by PWGSC is contained in contracts for most IM/IT procurements. This limitation of liability clause reflects, for the most part, a commercially reasonable allocation of risk between Canada and the Contractor in keeping with Treasury Board policy regarding contractor liability in Crown procurements.

Since this RFP describes an IM/IT procurement, we request that SSC incorporate the standard PWGSC limitation of liability clause no. N0000C 2011-05-16 in Part 7 Resulting Contract Clauses of the RFP.

Answer 53:

Canada will not make the requested change.

Question 54:

Re:Draft RFP, Part 7 Resulting Contract Clauses, 7.3 Standard Clauses and Conditions, 7.3.2 Supplemental General Conditions

4001 02 (2010-01-11) Hardware Must be New, Paragraph 2 states that hardware or parts that are refurbished or are certified as "equal to new quality" are not acceptable, unless the contract provides otherwise.

Please add the following statement to 7.3.2 a, "Replacement Parts:

Replacement parts and subassemblies provided by the Contractor must be of new or like-new quality and equivalent in function to original equipment parts".

Answer 54:

Canada will not make the requested change. All hardware must be new and not used or refurbished.

Question 55:

Re:Draft RFP, Part 7 Resulting Contract Clauses, 7.3 Standard Clauses and Conditions, 7.3.2 Supplemental General Conditions

Please add the following statement to 7.3.2 a, "At Supplemental General Conditions, 4001 26 (2010-01-11) Classes of Maintenance Service in 3 (d) delete 'or must deliver a replacement that meets the requirements of the Contract.' "



Answer 55:

Canada will not make the requested change.

Question 56:

Re:Draft RFP, Part 7 Resulting Contract Clauses, 7.7 Payment, 7.7.8 Price Protection - Most Favoured Customer

A competitive RFP process, which results in a comparison of rates by multiple Bidders at the same time, is the most fair, efficient, and effective means of determining the lowest price and best value to Canada, as the Bidder has to bid against competitors. It is our understanding that current policy in the Canadian Government for competitive RFPs indicates that the Most Favoured Customer clause is only required for non-competitive procurement process for goods and services over \$50,000.

Please remove article 7.7.8 from the resulting contract clauses.

Answer 56:

Please see Modifications 030 and 031.

Question 57:

Re:Draft RFP, Part 7 Resulting Contract Clauses, 7.20 Licensed Software and Maintenance

Article 7.20.1 states in part, "The Contractor's personnel must be available 24 hours a day, and 365 days per annum at the site where the Licensed Programs are installed. Contractor must provide On-site Support Services."

Please confirm that software and maintenance services are not required at the site 24 hours a day, 365 days a year. Please clarify if and when on site services will be required.

Answer 57:

On-site services will not be required. Please see Modifications 028 and 029.



Modification 22:

On page 7 of 47 of the SOR, article 3.2.2.1:

Delete in its entirety.

Insert:

3.2.2.1

The Contractor must provide a baseline solution that is no less than 90% of the usable storage capacities shown in the Table 1 of the SOR.

Modification 23:

On page 5 of 31 of Attachment 4.1, Mandatory Requirements, article 3.2.2.1:

Delete in its entirety.

Insert:

3.2.2.1

The Bidder must provide a baseline solution that is no less than 90% of the usable storage capacities shown in the Table 1 of the SOR.

Modification 24:

On page 8 of the SOR, article 3.3.2.1:

Delete in its entirety.

Insert:

3.3.2.1

The Contractor must provide a baseline solution that is no less than 90% of the usable storage capacities shown in the Table 2 of the SOR.

Modification 25:

On page 6 of 31 of Attachment 4.1, Mandatory Requirements, article 3.3.2.1:

Delete in its entirety.

Insert:

3.3.2.1

The Bidder must provide a baseline solution that is no less than 90% of the usable storage capacities shown in the Table 2 of the SOR.

Modification 26:

On page 6 of 20 of Attachment 4.2, Rated Requirements, article 3.7.1:

Delete:

3.7.1	The Bidder's solution should include the capability for the Agency to obtain index utilization reports which show indexes and their usage over configurable time periods via a GUI interface
-------	--



EVALUATION CRITERIA		Maximum Points Available	Bidder's Score
<p>100% (10 points): The Bidder's solution can display index usage reports over configurable time periods via a GUI interface.</p> <p>50% (5 points): The Bidder's solution can display index usage reports over configurable time periods via non-GUI output.</p> <p>0% (0 points): The Bidder's solution does not offer this feature.</p>		10	
<p><u>Bidder Response to Article 3.7.1</u></p> <p>Location of response within proposal</p> <p>i.e. (Page & Reference No.)</p>			

Insert:

3.7.1	The Bidder's solution can display indices usage reports over configurable time periods via a GUI interface or the Bidder's solution does not require indexes.		
EVALUATION CRITERIA		Maximum Points Available	Bidder's Score
<p>100% (10 points): The Bidder's solution can display index usage reports over configurable time periods via a GUI interface or the Bidder's solution does not require indexes.</p> <p>50% (5 points): The Bidder's solution can display index usage reports over configurable time periods via non-GUI output.</p> <p>0% (0 points): The Bidder's solution does not offer this feature.</p>		10	
<p><u>Bidder Response to Article 3.7.1</u></p> <p>Location of response within proposal</p> <p>i.e. (Page & Reference No.)</p>			

Modification 27:

On page 18 of 20 of Attachment 4.2, Rated Requirements, article 3.15.13:



Delete:

3.15.13	The Bidder should identify in sufficient scripted detail the manner in which their solution would re-apply all committed database changes (logged but possibly not written to the database) and undo all uncommitted database changes after the point of failure.		Maximum Points Available	Bidder's Score
EVALUATION CRITERIA				
100% (40 points): The Bidder's solution includes the capability to re-apply all committed database changes (logged but possibly not written to the database) and undo all uncommitted database changes after point of failure.			40	
0% (0 points): The Bidder's solution does not include the capability to re-apply all committed database changes (logged but possibly not written to the database) and undo all uncommitted database changes after point of failure.				
<p><u>Bidder Response to Article 3.15.13</u></p> <p>Location of response within proposal</p> <p>i.e. (Page & Reference No.)</p>				

Insert:

3.15.13	The Bidder should identify in sufficient detail the manner in which committed and uncommitted data is handled by their solution during a failure condition.		Maximum Points Available	Bidder's Score
EVALUATION CRITERIA				
100% (40 points): The Bidder's solution has ability to recover itself to a point in time just before failure and ensure all logically completed units of work are intact.			40	
0% (0 points): The Bidder's solution does not have ability to recover itself to a point in time just before failure and ensure all logically completed units of work are intact.				
<p><u>Bidder Response to Article 3.15.13</u></p> <p>Location of response within proposal</p> <p>i.e. (Page & Reference No.)</p>				



Modification 28

On page 35 of 56 of the draft RFP, section 7.20.1, third row:

Delete:

Hours for Providing Support Services	Hours for Providing Support Services The Contractor's personnel must be available 24 hours a day, and 365 days per annum at the site where the Licensed Programs are installed.
--------------------------------------	---

Modification 29

On page 35 of 56 of the draft RFP, section 7.20.1, fourth row, second column:

Delete: Yes

Insert: No

Modification 30

On page 20 of 56 of the draft RFP, after section 5.8 Code of Conduct Certifications – Certifications Required Precedent to Contract Award:

Insert:

5.9 Price Certification

In the event that this RFP results in only one bid being received, any resulting contract awarded will contain the following price certification terms. The Bidder must agree to these terms in order to be awarded the contract.

5.9.1 Price Certification - Canadian-based Suppliers (other than agency and resale outlets)

The Bidder certifies that the price proposed:

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

5.9.2 Price Certification - Foreign Suppliers

- a. The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both

Modification 31

On page 30 of 56 of the draft RFP, section 7.7.8 Price Protection – Most Favoured Customer:

Delete in its entirety.

Insert:

7.7.8 Discretionary Audit - Commercial Goods and/or Services (if applicable)

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods,



services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

Modification 32:

On page 7 of 56 of the draft RFP, after section 3.1.3 Canada's Policy on Green Procurement:

Insert:

3.1.4 Submission of Only One Bid from a Bidding Group:

The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.

For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:

- a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*,
- c. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party. Section I: Technical Bid

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.