



This amendment is raised to answer Industry questions, to modify the RFRE, draft RFP, SOR, Mandatory and Rated requirements and extend the RFRE closing date.

Question 58:

Because this RFRE came out after June 1st, it appeared on Buyandsell.ca however did not contain any regular keywords that would allow storage vendors to discover this RFRE (unlike Merx). We recently were made aware of this RFRE and since the closing date is only a week and a bit away, we would respectfully request an extension of the closing date so that we may provide SSC with a compliant and detailed response. Without an extension, SSC may be severely limiting the responses to this RFRE and thus reduce the competitiveness of the pending RFP.

We would appreciate your assistance in extending the closing date.

Answer 58:

The RFRE closing date has been extended to July 31, 2013.

Question 59:

In the instructions offered to complete Annex C: IT Products List, under 1.3.1 b, f & g, Canada is requesting that the respondents include the name of the manufacturer of all embedded components and country of origin. Given the hundreds of embedded components will Canada limit this list to the major subassemblies of the proposed infrastructure.

Answer 59:

All pluggable components (ex. Network components, I/O components, Memory components, UPS components, disk components) used to build the appliance need to be identified, however, sub-components of those components (IC technology, capacitors, resistors, wires, etc.) do not need to be identified.

Question 60:

In the instructions offered to complete Annex C: IT Products List, under 4.2.3.2.6, Canada outlines that the IT Product List submitted and approved in the RFRE phase cannot be changed in subsequent stages of the procurement process. As the respondents are submitting a product list that satisfies the draft RFP requirements, versus the actual RFP requirements, which may change as a result of questions during the RFP question period, we respectfully request that this criteria be altered to ensure that a respondent's solution can accommodate any configuration changes required to remain compliant during the RFP phase.

Answer 60:

Please see Modification 033.

Question 62:

Given the government's Procurement Strategy for Aboriginal Business initiatives, which aims to increase federal contracting opportunities for Aboriginal businesses, would Canada consider awarding points in the overall evaluation for Aboriginal content?

Answer 62:

No. All bids will be evaluated on the same terms and conditions as stipulated in the draft RFP. Point allocation is based on the Rated Requirements in Attachment 4.2.

Question 63:

In the draft RFP under sections 5.4.1 through 5.4.4, Professional Services Resources, Canada limits the circumstances acceptable for a resource substitution, as well as limits any such substitutions to 1 instance. Given the demands of the marketplace, often unpredictable events, as well as the unknown timelines involved with CBSA's DW implementation, would it suffice for the bidder to guaranty that any substitute resource possess equivalent or superior skills and/or experience.



Answer 63:

Canada will remove clause 5.4.4 of the draft RFP. Please also see Modifications 034 and 035.

Question 64:

Mandatory 1, 2, 3, 4, appear to require the Bidder to be a "manufacturer" of "similar solutions". As it is widely accepted that large system integrators can bring together the design and integration of similar solutions to meet Canada's requirements, we believe the procurement approach as presently worded is inconsistent with historical procurement conducted by Canada for "similar solutions". The result of the present wording is that Canada will not be able to take advantage of a system integrators impartial views as to what the best fit for the requirements are. As such, we respectfully request the word "Manufacturer" be replaced with the word "Design" in each of the following Mandatory requirements M1, M2, M3, and M4.

Answer 64:

Canada will not make the requested change. Due to the high concentration on the appliance component of the overall solution sought. Canada's intent is for the bidder to be the manufacturer of the appliance technology component of the overall Solution. The overall Solution may need to include software from another Software Publisher and this can consist of different manufacturers, but for the appliance technology component, the bidder must be the manufacturer. Please refer to Question and Answer 5.

Canada has made modifications to the mandatory requirements. Please see Modification 036.

Question 65:

We note the RFRE section 1.4 includes several exceptions to the SAAC manual clauses - specifically sub-sections to 1.4.3 of the RFRE document, however, these listed exceptions are not in the Draft RFP provided to industry for comments. Can you please ensure the Sections 1.4.3.x of the RFRE are added to the appropriate section of the Final RFP?

Answer 65:

The exceptions listed under section 1.4.3 of the RFRE are only applicable to the RFRE. All SACC clauses applicable to the draft RFP are provided to Industry in the draft RFP.

Question 66:

Attachment 4.2 Rated Requirements, 3.11 Data Technology and Integrity, 3.11.4

Rated requirement 3.11.4 states, "The Bidder should identify in sufficient scripted detail how data may be optionally inserted in columnar format instead of standard row based format and subsequently updatable."

Compression and fast data access are the features and benefits normally achieved with columnar storage. Other techniques can achieve these same features and benefits. CBSA direction to request a data warehouse appliance should focus on the performance benefits of the solution (the desired outcome) and not the specific technique used to achieve that performance. Query processing requirements outlined in Section 3.4 will be the quantitative measure of whether performance objectives are met.

We respectfully request that rated requirement 3.11.4 be removed to avoid focusing on "how" acceptable performance is delivered.

Alternatively, please consider modifying rated requirement 3.11.4 to, " The Bidder should identify in sufficient scripted detail how data may be optionally inserted in columnar format instead of standard row based format and subsequently updatable or must similarly describe in sufficient detail how compression and fast data access are achieved if another technique is used."

Answer 66:

Canada will not make the requested change but has modified the rated requirement 3.11.4. Please see Modification 037.

Question 67:

Issue: Software Publisher License Terms.



The draft RFP does not include the Crown's "5-step process" language (reproduced below) that allows a bidder to include additional software use terms as part of its bid. This language was developed to allow for the consideration of a software publisher's product use terms in a manner that would complement (but not replace) the license terms found in the draft RFP.

The inclusion of the 5-step process in the RFP is critical if SSC hopes to receive bids that include the broadest possible range of COTS software products. Publishers who are unable to have the use terms associated with their software product included in a bid will be far less likely to authorize a bidder to propose the supply of its products. Additionally, as the process does not commit SSC to accept any use terms proposed by the bidder, there is no additional risk incurred by SSC by including it in the RFP.

To substantially increase the likelihood that this procurement process will be successful, we strongly recommend that the Bid Solicitation be revised to include the following clause in Part 4 of the resulting RFP:
Consideration of Additional Software Use Terms:

(a) Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.

(b) However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.

(c) The process is as follows:

A. Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);

B. In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;

C. Canada will review the additional software use terms to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

D. If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;

E. If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; and,

F. If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

(a) For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.



(b) Whether or not Canada is going through the process described in (iii) above with the Top-Ranked Bid only, with some or all Bidders is a matter solely within the discretion of Canada

Answer 67:

Canada will include the clause for Consideration of Additional Software Use Terms. Please see Modification 038.

Question 68:

Issue: Requirement for Entity Wide License.

Section 7.19 of the draft RFP requires the bidder to grant an Entity License, with SSC being the Client, notwithstanding that, at least initially, the use of the Licensed Software will be limited to deployment of the Data Warehouse solution for CBSA. By procuring an entity-wide license that would allow SSC to use the Licensed Software on behalf of other Government of Canada users, SSC can expect to pay for license rights that far exceed its likely use of the software. A more cost-effective way of licensing the software would be to replace the "entity wide" license requirement with a license model that allows the license to scale with the actual deployment. As a result, we request that the Entity License be replaced with a per device (per processor/per core/per socket) model.

When considering this request, we ask that you take into account that the requirement for an Entity License does not align with the requirements of the Statement of Requirements or the Basis of Payment in Annex B (which require bidders to submit pricing in terms of capacity and "con users"). If SSC elects to retain the "con user" requirement, we request that SSC define what "con user" means.

Answer 68:

Canada will not make the requested change. Please see Modification 048 for the definition of "con user".

Question 69:

Kindly advise per the below email if a 2 week extension would be a possibility.

Answer 69:

The RFRE closing date has been extended to July 31, 2013.

Question 70:

In the draft RFP under Annex B Basis of Payment, Canada requests that pricing include all hardware, software, licenses, integration services and connectivity requirements. Please confirm that these software licenses are to be net-new licenses for the DW environments listed and that it would not be CBSA's intention to allow any bidder to leverage an existing licensing agreement (or government furnished equipment) in place to cover the new infrastructure. We raise this issue, as allowing this would adversely skew the weight given to the pricing component of the solution and fail to provide a level playing field. In addition, given that the contract may result in a contracting vehicle that could be leveraged by other departments, any resulting contract would not provide other departments with similar price/performance benefits, as they are unlikely to have similar licensing agreements in place.

Answer 70:

Canada will not be leveraging any existing licensing agreements. All software licenses are net new.

Question 71

In section 7.7.5.2 For Maintenance and Support on the Initial Requirement – Monthly Payment, Canada stipulates maintenance payments to be made 30 days in arrears. It is common practice for Independent Software Vendors to charge the yearly software maintenance fee in advance of the support period. PWGSC has been procuring software in this fashion for some time and the SACC manual (4.70.30.10 b.) allows for advance payments, where there is an entrenched "tradition or practice of receiving progress payments or advance payments from the purchaser in a particular industry or segment of industry". Given this practice and precedence, will Canada please change this basis of payment to yearly in advance.

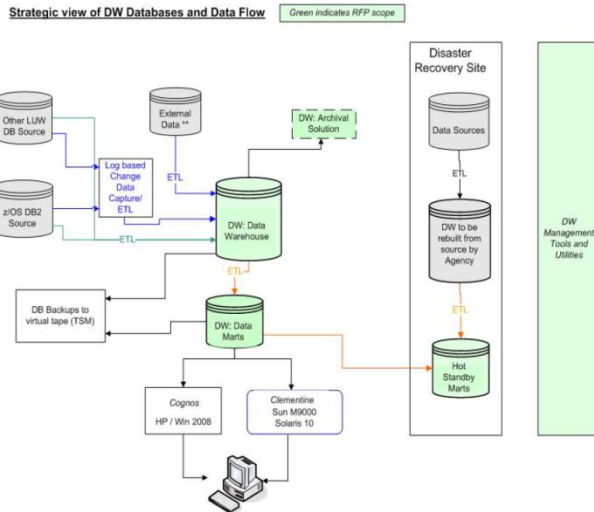
Answer 71:

Canada will not make the requested change.



Question 72:

From 269189.U000.E.PDF : 269189.U004.E.PDF Page 30: Appendix 2 Future Design Overview and Dataflow



Enquiry: The diagram in Appendix depicts a strategic view of Canada’s future Data Warehouse. To help bidders propose the best possible solution, can Canada please provide the following additional information for the solution depicted by this diagram:

1. On page 5 of 269189.U004.E.PDF, Canada estimates that total current data requirements are not to exceed 200TB. Is the 200TB just for the Data Warehouse or for the Data Warehouse and Data Marts combined?
2. What is the estimated required data storage for the Data Marts?
3. What is the estimated required data storage for the Hot Standby Marts?

Answer 72:

1. As per Table 2, Section 3.3 of the SOR, 200TB is the expected scaling for the 3 environments shown and are Data Mart based. Note that in 3.3.1 Canada may expect additional scaling should the successful bidder’s technology allow its usage to encompass more than the marts component of the data warehouse environment.
2. See answer 1. above.
3. See answer 1. above.

Question 73:

269189.U006.E.PDF (MANDATORY) Page 5: 3.1.17

The solution must provide isolation between Sandbox, Development/Test, Pre-Production and Production environments such that the workload, modifications or outage in one environment cannot impact another environment;

a. Enquiry: Does the notion of outage include planned maintenance? For example, environments would be isolated and protected against unplanned outages; but, planned maintenance that requires the entire system to be down would be acceptable.

b. Enquiry: Canada may have the opportunity to optimize costs by combining some environments on shared hardware. Would Canada’s requirement be met if the Sandbox and Development/Test environments share hardware?

Answer 73:

a: Outages includes planned maintenance

b: Canada agrees that the Sandbox/Dev/Test environments can share the same hardware to promote feasibility in these environments and in this case only these environments may share hardware.



Question 74:

269189.U006.E.PDF (MANDATORY) Page 5: 3.2.2.1 and 269189.U006.E.PDF (MANDATORY) Page 6: 3.3.2.1

The Bidder must provide a baseline solution that is + or – 10% of the usable storage capacities shown in the Table 1 of the SOR.

The Bidder must provide a scaled solution that is + or – 10% of the usable storage capacities shown in Table 2 of the SOR.

- a. Enquiry: Can Canada please confirm the definition of usable storage?
- b. Do the specified storage sizes represent raw or compressed storage?
- c. Enquiry: We would like to better understand these requirements and Canada's needs in this area. The total storage for the 5 environments in Table 1 is 307 TB. Will the + or - 10% apply to the 307 TB as a whole or to each environment individually?
- d. If the requirement applies to each environment individually, are we correct in understanding that the sandbox environment must be between 900gb and 1.1 TB? Correct
- e. Is Canada's main business need to optimize storage costs or are there other business needs driving this requirement?

The same questions apply to requirement 3.3.2.1.

Suggested improvement: Most hardware-based data warehouse solutions in the market today have been engineered with a prescribed number of disk drives per compute server to provide optimal I/O performance. This type of engineered solution has a minimum unit of scale that provides an optimal CPU, RAM, and disk configuration in order to maximize performance. The minimum unit of scale for engineered solutions available in the market today is typically larger than Canada's sandbox and development/test environments. We respectfully suggest that this requirement be modified to allow for minimum and incremental storage sizes based on the vendor's unit of scale. Canada will benefit by being able to select from a broader range of solutions and will be able to select the solution that provides the lowest overall costs, including storage, as well as meeting all of Canada's requirements.

Answer 74:

- a. Usable storage is the amount of disk storage capacity remaining after required formatting, RAID configuration or any other overhead. It is the remaining space usable by an application.
- b. The specified storage sizes represent Usable Storage.
- c. The + or - 10% applies to the whole environment and each individual environment.
- d. Correct. The statement made regarding the Sandbox size has been properly understood.
- e. Please refer to Section 2.0, Page 4 of the SOR for the Business Requirements.

Question 75:

269189.U006.E.PDF (MANDATORY) Page 6: 3.3.1

The Bidder must identify whether their approach to scaling from 100 TB to 200TB and beyond would include removal and replacement of a previously supplied existing capacity with a higher capacity version or whether the increased scaled capacity would be an add-on to the existing capacity.

Suggested improvement: It is not clear which of the suggested scaling approaches would be considered compliant based on the way the requirement is worded. For example, if the solution requires removal and replacement, is it compliant? We would suggest that Canada improve this requirement by confirming which scaling approach is compliant, or change this requirement to a rated requirement with evaluation scores based on the different scaling methods.



Answer 75:

Canada will not make the requested change. The intent of this requirement is not to determine compliance, solely to understand the Bidder's approach to scaling of the Solution.

Question 76:

269189.U007.E.PDF (RATED) Page 3: 3.3.2.8

The Bidder should identify in sufficient scripted detail the manner in their solution includes hardware scalability without imposition of downtime as an option.

Enquiry: Can Canada confirm what is meant by hardware scalability? Does this mean the physical addition of new hardware (CPU, RAM, storage, and/or network bandwidth) as an add-on to the existing capacity? If a vendor provides the option to expand capacity by activating hardware resources that are already physically present in the appliance, would this qualify as hardware scalability?

Suggested improvement: We would suggest that Canada can improve this requirement by specifying that downtime is specifically related to adding hardware on to existing capacity. If required, redistribution of data could be assessed separately based on factors such as volume of data and ability to schedule during maintenance windows. We suggest that the Crown consider changing this requirement to the following: The Bidder should identify in sufficient detail the manner in which their solution includes hardware scalability up to 600TB without the imposition of downtime as an option, with the exception of downtime associated with required redistribution of the data.

Answer 76:

Canada will not make the requested change. The requirement as stated is strictly about scalability of hardware regardless of the scalability approach of the Bidder, whether it is a total replacement strategy or an add-on strategy. The bidder should reference scalability clauses in the SOR section 3.3.

Question 77:

269189.U006.E.PDF (MANDATORY) Page 7: 3.4

Query Processing

Suggested improvement: We would suggest that Canada include tests to simulate a higher number of users executing queries. Canada could add a requirement in this section for query performance when responding to 25 or more concurrent users. Adding such a requirement would ensure Canada benefits by validating that solutions can handle the anticipated production load.

Answer 77:

As stated in RFP Part 4, Section 4.2.4, testing will take place and could encompass all mandatory and rated requirements.

Question 78:

269189.U006.E.PDF (MANDATORY) Page 8: 3.4.2

Query #1 The Bidder's solution must provide a combined elapsed time of 200 seconds or better to execute the 5 queries identified within the Definitions section of this SOR

Enquiry: This suggested improvement applies globally to all the Query Processing requirements in section 3.4. In order to accurately respond to this question, we request that Canada provide bidders with the data to be able to accurately test the 5 queries when responding to the RFP. Query response times for any data will vary based on actual data values and distributions. To enable a reliable comparison of the responses of all bidders, Canada will benefit by providing all bidders with the same test data.

Answer 78:

Canada will not make the requested change.

Question 79:

269189.U006.E.PDF (MANDATORY) Page 9: 3.5.2



The monitoring component of the Bidders solution must be configurable so that additional overhead may be minimized, (e.g. polling interval or number of metrics being collected).

Suggested improvement: Many hardware-based data warehouse solutions in the market today have been engineered with optimal configuration settings based on the vendor's engineering efforts. Such engineered solutions are designed to eliminate the need to manually adjust configuration settings. We would suggest that Canada modify this requirement to a rated requirement asking bidders to describe how their solution is engineered to minimize overhead, so that Canada can accept solutions that are optimally configured to prevent any overhead from affecting queries.

Answer 79:

Canada will remove Mandatory Requirement 3.5.2. Please see Modification 039 and 040.

Question 80:

269189.U006.E.PDF (MANDATORY) Page 18: 3.17.4

The Bidder's solution must ensure that the process identified in Articles 3.17.2 and 3.17.3 takes no more than 5 minute data latency from Primary database to the Disaster Recovery database.

Suggested improvement: The ability of any vendor to meet this requirement will depend on Canada providing sufficient network bandwidth between the primary datacenter and the disaster recovery site. Canada must provide enough bandwidth to ensure that all changes to the primary database can be replicated across the WAN to the DR database in under 5 minutes. We suggest that Canada modify this requirement to confirm that sufficient bandwidth will be provided to handle peak data transfer volumes.

Answer 80:

Canada will provide sufficient bandwidth between sites to allow Disaster recovery.

Question 81:

269189.U007.E.PDF (RATED) Page 19: 3.17.8

The Bidder should identify in sufficient scripted detail the manner in which the solution would implement an automated hot-site failover to a secondary data center in the case where an interruption at Primary Site causes Critical Data Mart damage or unavailability. This scenario must also indicate degree of data loss expected.

Suggested improvement: The standard industry practice is to only failover to a disaster recovery site after human intervention to decide that the DR process should be initiated. It is also standard industry practice to use asynchronous replication to copy data to a DR database. Synchronous replication is avoided because it slows down performance on the production environment. Due to asynchronous replication, organizations typically anticipate some data loss in the case of a true disaster. Although automatic failover is possible, it is typically not implemented by most customers. We recommend that Canada consider modifying this requirement to reflect standard industry practices which include a manually initiated failover to the DR site and a possibility of some data loss.

Answer 81:

Canada will not make the requested change. This requirement rates the disaster recovery technology capabilities of the Bidder's Solution. Disaster Recovery will be implemented by Canada based upon the capabilities of the successful bidder's solution.

Question 82:

269189.U006.E.PDF (MANDATORY) Page 18: 3.17.9

The Bidder's solution must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any solution failure where it is not immediately re-startable and recovery is necessary.

Suggested improvement: Page 5 of the draft RFP (269189.U004.E.PDF) states "Data warehouse and non-critical Marts will be rebuilt by Canada from backups". Assuming the latest backups are available at the DR site, this implies an RPO for the data warehouse and non-critical Marts based on the time of the last backup. For the



critical Marts, we assume the RPO would be equivalent to the replication latency specified in requirement 3.17.4. We suggest that Canada modify this requirement to take into account any data loss associated with restoring from backups and with replication latency for the critical data marts.

Answer 82:

Please see Modifications 041 and 042.

Question 83:

269189.U006.E.PDF (MANDATORY) Page 20: 3.20.10

The Bidder's solution must include the user with the option to set the number of failed access attempts that will be allowed.

Suggested improvement: We would recommend that this option be set system-wide by a system administrator.

Answer 83:

Please see Modifications 043 and 044.

Question 84:

Doc 269189.U004, section 3.15.2

The Contractor's Solution must integrate with the current backup Solution which is currently Tivoli Storage Management.

Would the Crown please provide more details about the current Tivoli Storage management backup solution for both hardware and software?

Answer 84:

Canada's backup and recovery hardware is an EMC Data Domain 890 (DD890) emulating a VTL and the software is IBM Tivoli Storage Manager Version 6.3.1.

Question 85:

Doc ANNEX C: IT PRODUCTS LIST:

(e) Country of Origin

Would the Crown please accept the wording "the country of origin is USA"?

Answer 85:

Yes, Canada will accept the wording "the country of origin is USA".

Question 86:

Doc 269189.U007, section 3.1.4

The Bidder should identify in sufficient scripted detail the manner in which their solution would integrate with the existing DB2 z/OS database engine seamlessly, such that existing DB2z/OS based queries will not have to be modified to exploit the solution and the existing DB2 optimizer recognizes solution as an option

100% (15 points): The Bidder's solution would integrate with the existing DB2 z/OS database engine seamlessly; such that, existing DB2z/OS based queries will not have to be modified to exploit the solution and the existing DB2 optimizer recognizes solution as an option.

20% (3 points): The Bidder's solution would integrate with the existing DB2 z/OS database engine seamlessly but existing DB2z/OS based queries will have to be modified to exploit the solution or the existing DB2 optimizer does not recognize solution as an option.

0% (0 points): The Bidder's solution does not integrate with the existing DB2 z/OS database engine seamlessly

Would the Crown consider that all queries are certified ANSI and SQL-92 compliant?



Answer 86:

All queries from DB2 z/OS for this platform would be ANSI compliant.

Question 87:

Doc 269189.U009, section 3.1.16

3.1.16 The Bidder should identify in sufficient scripted detail the manner in which the solution would be shipped and received by the Agency in a Ready for Use state (*notwithstanding the time added due to the Agency's own processes that are necessary to get the product RFU*).

EVALUATION CRITERIA

Maximum Points Available

Bidder's Score

100% (15 points): The Bidder's solution is Ready for Use within 24 hours of delivery.

60% (9 points): The Bidder's solution takes between 24 to 72 hours of delivery to be Ready for Use.

30% (4.5 points): The Bidder's solution takes is between 72 to 120 hours of delivery to be Ready for Use

0% (0 points): The Bidders solution takes more than 120 hours of delivery to be Ready for Use

Would Crown please confirm that the various options such as 24 hours equates to three 8 hour business days, and not a 24 hour sequential period?

Answer 87:

Twenty four (24) hours as stated in this rate requirement, is a continuous 24 hour period.

Question 88:

Doc 269189.U004, section Appendix 2

The Crown shows Archival Solution (Green Box) the Future Design Overview and Dataflow.

Would the Crown provide more details about the current archival solution (if it exist) both hardware and software?

Answer 88:

Please see Amendment 004 Answer 34.

Question 89:

269189.U006.E.PDF (MANDATORY) Page 5: 3.2.2.1

The Bidder must provide a baseline solution that is + or – 10% of the usable storage capacities shown in the Table 1 of the SOR.

Suggested improvement:

The EDW appliance has storage solutions and sizing designed to provide optimal I/O performance in balance with the processing power and memory of the servers in the appliance. We suggest that this requirement be removed and that vendors are just asked what the minimum and maximum configurations are and what the scaling unit is for the appliance.

Answer 89:

Canada will not make the requested change.

Question 90:

269189.U007.E.PDF (RATED) Page 3: 3.3.2.8

The Bidder should identify in sufficient scripted detail the manner in their solution includes hardware scalability without imposition of downtime as an option.

Suggested improvement:

The EDW appliance would require some downtime when new HW is added for increased capacity. As this



activity is typically planned well in advance the scheduling of a maintenance window or the ability to leverage a DR site during upgrade downtime is usually possible. We would suggest the requirement be changed to ask for a manner that would minimize business disruption rather than currently stated 'without imposition of downtime.'

Answer 90:

Canada will not make the requested change.

Question 91:

Will there be an extension be considered?

The due date for this RFRE is 07/08. Given that questions are not due to the Crown until 07/03 with an assumed response date of 07/05, it leaves less than 1 working day to incorporate answers into the RFFE response, format response, seek internal legal and pricing approvals, and produce physical copies of the response and post for delivery. It seems that responses will be somewhat rushed and the quality of the responses received may display this rush.

Answer 91:

The RFRE closing date has been extended to July 31, 2013.

Question 92:

Section 3.2.2 – Resumes for Proposed Resources: The time from submission of bids to performance of services can sometimes be significant, and resources proposed in the bid may not be available when services are required, which will cause the successful proponent to be in violation of clause 5.4.1 of the RFP. Can we submit representative resumes to indicate the general expected level of expertise for the resources for each role instead of actual resumes? If we must submit actual resumes, what confidentiality guarantees do we have from Canada regarding these resources personally identifiable information?

Answer 92:

Actual resumes of the proposed resource must be submitted. As stipulated in the draft RFP, the technical bid must include resumes for the resources that demonstrate that each proposed individual meets the qualification requirements described in section 4.2 of the Statement of Requirements (SOR) Contractor Resources (including any educational requirements, work experience requirements, and professional designation or membership requirements).

All bids are treated as confidential and are subject to the subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).

Question 93:

Section 4.3.5 of the RFP in Part 4: Canada already has significant contractual remedies to account for a supplier refusing to honour rates, and the company is contractually prohibited from providing the information that Canada requests in Section 4.3.5 of the RFP in Part 4, so we request that the customer remove Section 4.3.5 of the RFP in Part 4 from the RFP.

Answer 93:

Canada will not make the requested change.

Question 94:

There is no limitation of liability clause included in the Resulting Contract Clauses Part 7 of RFP. We request that Canada include SACC N0000C in the Resulting Contract Clauses.

Answer 94:

Canada will not make the requested Change.

Question 95:

It is requested that Form 4 - Software Publisher Authorization Form be removed from the draft RFP for this procurement.

Answer 95:



Canada will not make the requested change.

Question 96:

Annex A Statement of Requirements

Attachment 4.2 Rated Requirements

Annex B Basis of Payment, Table 8 Optional Requirement - Technical Services

Annex A lists requirements for services that focus on implementing and supporting the technical setup (for example, physical servers, networking, etc.) of the proposed product for the third tier of CBSA data warehouse. Customers, who have implemented this type of solution, also needed additional services, such as:

Data Modeling - Some modifications may be needed to the current data model to support data migration to the new product (in accordance to best practices), to improve performance, or to address already known limitations.

Data Migration - A one time data migration to the new database will be required. ETL services or Unix scripts invoked by PureData for analytics load utility can be used to do this.

ETL - Datastage services to repoint to new database, to support the data migration, to address known limitations, or maybe to add new functionality.

Cognos - Cognos services to repoint Business Intelligence Reports / Cubes to new database, to address known limitations, or maybe to add new functionality.

Testing - Regression testing, performance testing services at the Database, ETL, and Cognos layers.

Architecture - Business Intelligence architecture services will be needed to solution the above services.

Project Management - Business Intelligence project management services will be needed to manage delivery of above services.

Please consider identifying and describing additional services, such as those listed above, within the final Statement of Requirements, and include these services as rated requirements in Attachment 4.2.

Table 8 does not reflect the range of resource categories that could be required to assist in the integration, operation, and modification of the solution.

Please consider allowing vendors to propose resource categories and per diem rates that are available to assist in the integration, operation, and modification of the solution.

Answer 96:

Canada will not make the requested change.

Question 97:

Attachment 4.1 Mandatory Requirements, 3.17 Disaster or Elongated Outage Availability, 3.17.6

Mandatory requirement 3.17.6 states, "In case of a required recovery scenario affecting only the Disaster Recovery site - all Solution components at that site must meet a ?Recovery Time Objective? (RTO) of 4 hours from time of failure inclusive of the Disaster recovery database being re-synced with primary DB."

Achieving the aggressive RTO of 4 hours reflects a business continuity plan with hot site recovery in place.

Please confirm that the Solution components at the Disaster Recovery Site must be fully operational within four hours of the failure or disaster declaration.

Please clarify the nature and type of disaster recovery and business continuity plans in place at CBSA.



Answer 97:

This requirement deals strictly with the data storage tier and not the remaining 2 tiers. Overall Disaster Recovery and business continuity plans are outside of the scope of this requirement.

Question 98:

Attachment 4.2 Rated Requirements, 3.11 Data Technology and Integrity, 3.11.3

Rated requirement 3.11.3 states, "The Bidder should identify in sufficient scripted detail the manner in which their solution includes declarative database enforced referential integrity between tables."

Please change this prescriptive requirement to enable solutions that employ other techniques that provide the same end result, i.e., enforced referential integrity. For example, warehousing best practices recommend referential integrity enforcement at the ETL level or validated after data is loaded.

Please consider changing rated requirement 3.11.3 to, "The Bidder should identify in sufficient scripted detail the manner in which their solution includes declarative database referential integrity between tables and the ability to ensure it is maintained."

Answer 98:

Canada will not make the requested change. The scope of this requirement is meant to deal with the database component only, other applications are not relevant.

Question 99:

Attachment 4.2 Rated Requirements, 3.15 Backup and Recovery, 3.15.11

Rated requirement 3.15.11 states, "The Bidder should describe in sufficient scripted detail how the solution allows either entire database, a set of tables, a single table, part of a table, or parts of a table to be recovered to a user-specified point in time using roll forward recovery."

Please change this prescriptive requirement to enable solutions that employ techniques other than log based recovery that provide the same end result, i.e., recovery to a user specified point in time.

Please consider changing rate requirement 3.15.11 to, "The Bidder should describe in sufficient scripted detail how the solution allows either entire database, a set of tables, a single table, part of a table, or parts of a table to be recovered to a user-specified point in time."

Answer 99:

Canada has modified the Rated Requirement 3.15.11. Please see Modification 045.

Question 100:

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 100:

The RFRE closing date has been extended to July 31, 2013.

Question 101:

In regards to questions 38 and 39, can Canada please explain why a bid team primed by an authorized reseller but including an OEM, along with third party skilled resources, bidding the OEM's commercially available data warehouse appliance, would not be eligible to compete for this business? Given that Canada has already acknowledged the value of the overall bid team in Q7 by allowing that the requirements, experience and references of any or all of the bid team members be eligible to satisfy the requirements, why would Canada exclude OEM authorized and certified Canadian businesses, providing local employment and Canadian economic benefit from priming this opportunity?



Answer 101:

The hardware application is a significant component of the contract requirements. It is Canada's requirement that the prime bidder is the Original Equipment Manufacturer (OEM) for the solution, either as a single bidder or as part of a Joint Venture in accordance with section 17 of 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements. Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder).

Please see Modification 060.

Question 102:

REFP Document U007 Attachment 4.2 Rated Requirements

3.1.4 Page 2 "The Bidder should identify in sufficient scripted detail the manner in which their solution would integrate with the existing DB2 z/OS database engine seamlessly, such that existing DB2z/OS based queries will not have to be modified to exploit the solution and the existing DB2 optimizer recognizes solution as an option"

Research into this rated requirement shows that it can only one vendor can meet this requirement. IBM through its IBM DB2 Analytic Accelerator (IDAA) product allows IBM DB2 on an IBM mainframe to interact and integrate seamlessly with an IBM Netezza Appliance system, and is recognized by the existing DB2 Optimizer. As this rated requirement is therefore directed preferentially to one vendor, we request it be removed from the rated requirements.

Answer 102:

Canada will not make the requested change.



Modification 33:

On page 10 of 15 of the RFRE document, article 4.2.3.2.6:

Delete in its entirety.

Insert:

4.2.3.2.6 Once Canada approves the IT Products List, no modifications are permitted to the approved list in subsequent stages of this procurement process except under exceptional circumstances, as determined by Canada. In such cases, the circumstances and process for modifying the IT Products List would be identified in the RFP solicitation and all Successful Respondents would be permitted to modify their IT Products List.

Modification 34:

On page 19 of 56 of the draft RFP, section 5.4.3, item b:

Delete in its entirety.

Insert:

b. the name of a proposed replacement with similar qualifications and experience immediately available for work;

Modification 35:

On page 19 of 56 of the draft RFP, section 5.4.4:

Delete in its entirety.

Modification 36:

On page 2 of 31 of Attachment 4.1, Mandatory Requirements, articles 1, 2, 3 and 4:

Delete in its entirety:

Insert:

Article	MANDATORY REQUIREMENT	Compliant Yes/ No	Location of justification within proposal I.E. Page & Reference No
1.	The Bidder must have experience in the manufacture, supply, marketing, integration, testing, maintenance and support of an appliance(s) similar in size and scope to Canada's requirement.		
2.	The Bidder must describe in sufficient scripted detail the extent of their overall corporate experience in the manufacture, supply, marketing, integration ,testing and maintenance and support of an appliance(s) similar in size		



	and scope to Canada's requirement.		
3.	The Bidder must have experience as prime Bidder within the last 3 years for the manufacture and supply of their appliance(s) similar in size and scope to Canada's requirement.		
4.	<p>The Bidder must describe in sufficient scripted detail and identify a minimum of 3 project references regarding the extent of their overall corporate experience in the manufacture and supply of an appliance(s) to satisfy a requirement similar in size and scope to Canada's requirement in the last 3 years. For each project reference, the Bidder must provide:</p> <ul style="list-style-type: none"> Name of the client of the referenced project and project title; Contact information of 2 senior client officials ; A brief description of the project's major milestones, objectives, outcomes, and narrative which demonstrates the similarity of scope, value, nature, complexity, and relevance of the project(s); 		

Modification 37:

On page 14 of 20 of Attachment 4.2, Rated Requirements, article 3.11.4:

Delete in its entirety:

Insert:

3.11.4	The Bidder should identify in sufficient scripted detail how existing data may be subsequently updated.			
EVALUATION CRITERIA			<i>Maximum Points Available</i>	<i>Bidder's Score</i>
100% (70 points): Data may be subsequently updated.			70	
0% (0 points): Data cannot be subsequently updated.				
<u>Bidder Response to Article 3.11.4</u>				
Location of response within proposal				
i.e. (Page & Reference No.)				



Modification 38:

On page 14 of 56 of the draft RFP, after section 4.2.7 Proof of Proposal On-Site Vulnerability Testing:

Insert:

4.2.8. Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation):

- a. Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- b. However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- c. The process is as follows:
 - i. Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - ii. In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
 - iii. Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
 - iv. If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
 - v. If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and
 - vi. If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.
- d. For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.



Modification 39:

On page 9 of 31 of Attachment 4.1, Mandatory Requirements, article 3.5.2:

Delete in its entirety.

Modification 40:

On page 11 of 47 of the SOR, article 3.5.2:

Delete in its entirety.

Modification 41:

On page 18 of 31 of Attachment 4.1, Mandatory Requirements, article 3.17.9:

Delete in its entirety:

Insert:

3.17.9	The Bidder's solution must meet a "Recovery Point Objective" (RPO) at the Primary Site, of the last successfully loaded/inserted/updated or deleted data in case of any solution failure where it is not immediately re-startable and recovery is necessary.
---------------	--

Modification 42:

On page 18 of 47 of the SOR, article 3.17.9:

Delete in its entirety.

Insert:

3.17.9	The Contractor's solution must meet a "Recovery Point Objective" (RPO) at the Primary Site, of the last successfully loaded/inserted/updated or deleted data in case of any solution failure where it is not immediately re-startable and recovery is necessary.
---------------	--

Modification 43:

On page 20 of 31 of Attachment 4.1, Mandatory Requirements, article 3.20.10:

Delete in its entirety.

Insert:

3.20.10	The Bidder's solution must provide the system administrator with the option to set the number of failed access attempts that will be allowed.
----------------	---



Modification 44:

On page 19 of 47 of the SOR, article 3.20.10:

Delete in its entirety.

Insert:

3.20.10	The Contractor's solution must provide the system administrator with the option to set the number of failed access attempts that will be allowed.
----------------	---

Modification 45:

On page 17 of 20 of Attachment 4.2, Rated Requirements, article 3.15.11:

Delete:

3.15.11	The Bidder should describe in sufficient scripted detail how the solution allows either entire database, a set of tables, a single table, part of a table, or parts of a table to be recovered to a user-specified point in time using roll forward recovery.		
EVALUATION CRITERIA		<i>Maximum Points Available</i>	<i>Bidder's Score</i>
<p>100% (40 points): The Bidder's solution allows recovery to a user specified point in time for an entire database, a set of tables, a single table, part of a table or parts of a table using roll-forward recovery.</p> <p>20% (8 points): The Bidder's solution only supports roll-forward recovery when recovering an entire database.</p> <p>0% (0 points): The Bidder's solution does not support roll-forward recovery.</p>		40	
<u>Bidder Response to Article 3.15.11</u>			
Location of response within proposal			
i.e. (Page & Reference No.)			

Insert:

3.15.11	The Bidder should describe in sufficient scripted detail how the solution allows either entire database, a set of tables, a single table, part of a table, or parts of a table to be recovered to any point in time specified by the user.		
EVALUATION CRITERIA		<i>Maximum Points Available</i>	<i>Bidder's Score</i>



<p>100% (40 points): The Bidder's solution allows either entire database, a set of tables, a single table, part of a table or parts of a table to be recovered to any point in time specified by the user.</p> <p>0% (0 points): The Bidder's solution does not support point in time recovery to any specified point in time by the user.</p>	40	
<p><u>Bidder Response to Article 3.15.11</u></p> <p>Location of response within proposal</p> <p>i.e. (Page & Reference No.)</p>		

Modification 46:

On page 21 of 47 of the SOR, article 3.22.10:

Delete:

3.22.10

a. The Contractor must ensure the following for the primary site Solution:

- All devices must operate between 208-220 volts;
- Connector types must be Nema L21 for 3 phase recommended or L6 single phase;
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within thus eliminating the potential of fault arrest occurring on the main power distribution system.

b. The Contractor must ensure the following for the disaster recovery site Solution:

- All devices must operate at 400 volt 3 phase 320 amps (230 volt 1 phase);
- Connector types must be Nema L22 for 3 phase;
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within thus eliminating the potential of fault arrest occurring on the main power distribution system.

Insert:

3.22.10

a. The Contractor must ensure the following for the primary site Solution:

- All devices must operate with 120/208 Vac supply; and
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within thus eliminating the potential of fault arrest occurring on the main power distribution system.

b. The Contractor must ensure the following for the disaster recovery site Solution:

- All devices must operate with 230/400 Vac supply; and
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within, thus eliminating the potential of fault arrest occurring on the main power distribution system.



Modification 47:

On page 23 of 31 of Attachment 4.1, Mandatory Requirements, article 3.22.10:

Delete:

3.22.10

a. The Bidder must ensure the following for the primary site Solution:

- All devices must operate between 208-220 volts;
- Connector types must be Nema L21 for 3 phase recommended or L6 single phase;
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within thus eliminating the potential of fault arrest occurring on the main power distribution system.

b. The Bidder must ensure the following for the disaster recovery site Solution:

- All devices must operate at 400 volt 3 phase 320 amps (230 volt 1 phase);
- Connector types must be Nema L22 for 3 phase;
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within thus eliminating the potential of fault arrest occurring on the main power distribution system.

Insert:

3.22.10

a. The Contractor must ensure the following for the primary site Solution:

- All devices must operate with 120/208 Vac supply; and
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within thus eliminating the potential of fault arrest occurring on the main power distribution system.

b. The Contractor must ensure the following for the disaster recovery site Solution:

- All devices must operate with 230/400 Vac supply; and
- All rack power distribution units used within Canada's Data Centre facilities must have fail arrest capabilities engineered within, thus eliminating the potential of fault arrest occurring on the main power distribution system.

Modification 48:

On page 31 of 47 of the SOR, Appendix 3 – Definitions, after the definition of 99.95% Availability:

Insert:

Con user	Con user means concurrent user and refers to the number of users using the product/system/solution at the same time.
----------	--

Modification 49:

On page 16 of 31 of Attachment 4.1, Mandatory Requirements, article 3.15.5:

Delete:

- 4. part(s) of a table

Modification 50:

On page 16 of 31 of Attachment 4.1, Mandatory Requirements, article 3.15.12:



Delete in its entirety:

Insert:

3.15.12	The Bidder's solution must include a capability which ensures that in any crash recovery scenario that data integrity is maintained and the database is restored or recovered to the same state as it was just prior to the point before the crash occurred.
----------------	--

Modification 51:

On page 17 of 31 of Attachment 4.1, Mandatory Requirements, article 3.15.14:

Delete in its entirety.

Modification 52:

On page 17 of 31 of Attachment 4.1, Mandatory Requirements, article 3.16.5:

Delete:

3.16.5	The Bidder's solution must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any solution failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Insert:

3.16.5	The Bidder's appliance must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any appliance failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Modification 53:

On page 18 of 31 of Attachment 4.1, Mandatory Requirements, article 3.17.9:

Delete:

3.17.9	The Bidder's solution must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any solution failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Insert:

3.17.9	The Bidder's appliance must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any appliance failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Modification 54:

On page 16 of 47 of the SOR, article 3.15.5:

Delete:

4. part(s) of a table



Modification 55:

On page 16 of 47 of the SOR, article 3.15.12:

Delete in its entirety.

Insert:

3.15.12	The Contractor's solution must include a capability which ensures that in any crash recovery scenario that data integrity is maintained and the database is restored or recovered to the same state as it was just prior to the point before the crash occurred.
----------------	--

Modification 56:

On page 17 of 47 of the SOR, article 3.15.14:

Delete in its entirety.

Modification 57:

On page 17 of 47 of the SOR, article 3.16.5:

Delete:

3.16.5	The Contractor's solution must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any solution failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Insert:

3.16.5	The Contractor's appliance must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any appliance failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Modification 58:

On page 18 of 47 of the SOR, article 3.17.9:

Delete:

3.17.9	The Contractor's solution must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any solution failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Insert:

3.17.9	The Contractor's appliance must meet a "Recovery Point Objective" (RPO) of the last successfully loaded/inserted/updated or deleted data in case of any appliance failure where it is not immediately re-startable and recovery is necessary.
---------------	---

Modification 59:

On page 7 of 31 of Attachment 3.1, Mandatory Requirements, article 3.3.2.12:

Delete:



3.3.2.12	The Bidder must describe how they will scale from 200TB to at least 600 TB as described in 3.3.1.11.
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Insert:

3.3.2.12	The Bidder must describe how they will scale from 200TB to at least 600 TB as described in 3.3.2.11.
-----------------	--

Modification 60:

On page 20 of 56 of the draft RFP, after section 5.5, Bidder Certifies the Solution is “Off-the-Shelf”:

Insert:

5.6 OEM Certification

- 5.6.1 Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM’s certification regarding the Bidder’s authority to provide and maintain the OEM’s hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- 5.6.2 If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- 5.6.3 For the purposes of this bid solicitation, OEM means the manufacturer of the integrated hardware and software, as evidenced by the name appearing on the hardware, on all accompanying documentation and on mandatory certification reports.

Modification 61:

On page 32 of 56 of the draft RFP, after section 7.15 Insurance Requirements:

Insert:

7.16 Joint Venture Contractor

- 7.16.1 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- 7.16.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- a. _____ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - b. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and



- c. all payments made by Canada to the representative member will act as a release by all the members.
- 7.16.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- 7.16.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 7.16.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 7.16.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

Modification 62:

On page 21 of 56 of the draft RFP, after section 6.1.3:

Insert:

- 6.1.4** In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

Modification 63:

On page 21 of 56 of the draft RFP, after section 6.2.1:

Insert:

- 6.2.2** In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.