

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

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**  
THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

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

**Issuing Office - Bureau de distribution**  
Shared Systems Division (XL)/Division des systèmes  
partagés (XL)  
4C1, Place du Portage Phase III  
11 Laurier St./11, rue Laurier  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> GC CORRESPONDENCE MANAGEMENT SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> EN578-133379/A	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> 20133379	<b>Date</b> 2013-10-01
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-114-26372	
<b>File No. - N° de dossier</b> 114xl.EN578-133379	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-10-22</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Niyonambaza, Audace	<b>Buyer Id - Id de l'acheteur</b> 114xl
<b>Telephone No. - N° de téléphone</b> (819) 956-5017 ( )	<b>FAX No. - N° de FAX</b> (819) 953-3703
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**THE SOLICITATION AMENDMENT #002 IS RAISED TO MODIFY THE BID SOLICITATION AND TO ANSWER QUESTIONS FROM THE INDUSTRY.**

**Modification #015**

**Reference:**

Mandatory Requirement M80

**Modification #015:**

Mandatory Requirement M80 is hereby modified to read as follows:

*The Bidder must have extensive experience completing individual and simultaneous CMS implementation projects of this size and complexity, both on time and on budget.*

*Simultaneous projects are defined as two or more CMS (or equivalent enterprise business application) implementation projects completed simultaneously (i.e., when there was 2-6 months or more of overlap between the start and end dates of each project).*

*The Bidder must also provide verifiable evidence that it has a positive track record rolling out a CMS solution to Users in multiple, geographically-dispersed locations, and providing task-based training and technical support to Clients with a minimum of 500 Users.*

**Modification #016**

**Reference:**

Mandatory Requirement M73

**Modification #016:**

Mandatory Requirement M73 is hereby modified to read as follows:

*The GCCMS must provide a web-based interface that works with any browser, including, but not limited to Microsoft Internet Explorer 8+, Google Chrome 23+, Mozilla Firefox 17+, Apple Safari for iPhone, Google Chrome for Android and Microsoft IE for Surface.*

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**Modification #017****Reference****Section 7.23 of the Bid Solicitation - Licensed Software and Maintenance and Support Services Pricing Stability****Modification #017:**

Section 7.23 of the Bid Solicitation is hereby modified to read as follows:

- (a) The Contractor acknowledges that it is important to Canada to be able to continue to access Maintenance and Support Services for the Licensed Software after the last option period containing pricing has expired. The Contractor accordingly offers to continue to provide Maintenance and Support Services at reasonable annual rates and on all of the other terms and conditions set out in this Contract, subject to execution by the parties of a formal contract amendment. For each year that follow, the last option period (five), the Contractor hereby offers annual rates that are the lesser of:
- (i) the Contractor's then current published rates; and
  - (ii) the quoted prices for option year five adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the 12 month period immediately preceding the date on which the price change is to be effective; and
  - (iii) 2% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article;

and the Contractor's obligations under this Article shall survive termination or expiry of this Contract and continue until such time that the Contractor (i) no longer offers the applicable maintenance and support services on the applicable product(s) to its other customers, or (ii) no longer has the right to offer such maintenance or support services.

## QUESTIONS AND ANSWERS

### Question # 052

**Reference:**

**Section 7.23 of the Bid Solicitation**

**Question #052:**

Section 7.23 of the RFP indicates that the Contractor is required to offer Maintenance and Support Services after the Contract Period "at reasonable annual rates and on all of the other terms and conditions set out in this Contract". We respectfully submit that requiring a supplier to make a perpetual commitment to offer maintenance and support services on a specific product and subject to a fixed price increase is unworkable (and likely unenforceable). A more reasonable approach would be to limit the obligation to offer the Maintenance and Support Services to the time period during which the Contractor offers Maintenance and Support Services on the applicable products to its other customers.

We request that the last sentence of Section 7.23 be revised as follows to reflect this proposed approach and with the fixed increase in price removed:

*"... and the Contractor's obligations under this Article shall survive termination or expiry of this Contract and continue until such time that the Contractor (i) no longer offers the applicable maintenance and support services on the applicable product(s) to its other customers, or (ii) no longer has the right to offer such maintenance or support services."*

**Answer #052:**

Section 7.23 of the Bid Solicitation has been amended. Please refer to Modification #017 in this amendment to the Bid Solicitation.

### Question # 053

**Reference:**

**Bid Solicitation Document**

**Question #053:**

The Bid Solicitation 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 Bid Solicitation. The 5-step process was included in the recent Solicitation for a Case Management Solution (Solicitation N° EN578-130092/B)

The inclusion of the 5-step process in the Bid Solicitation is critical if PWGSC 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 PWGSC to accept any use terms proposed by the bidder, there is no additional risk incurred by PWGSC by including it in the Bid Solicitation.

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 Bid Solicitation:

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.
- (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.

- (e) 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

In addition, please confirm that, to the extent that Canada agrees to incorporate any software use terms into the Contract (in accordance with language above) that such terms will be placed in the Priority of Documents above the Contractor's bid.

**Answer #053:**

Canada has reviewed the request and the Bid Solicitation remains unchanged.

Bidders should make requests for specific changes to the Bid Solicitation through the Questions and Answers process, which will be considered by Canada.

**Question # 054**

**Reference:**

**Section 7.18 (b) of the Bid Solicitation**

**Question #054:**

Section 7.18 (b) of the RFP requires the resulting Contractor to grant a "Perpetual User License". In order for Canada to receive the best value for money, we recommend that the requirement for per user licensing be supplemented with a per server license for server components. Without this change, it can be expected that Canada will overpay for server software (as the cost will be bundled into the per user cost and, because of a lack of information on the manner in which the software will be deployed, the bidder will need to assume that Canada will deploy the software using a decentralized and inefficient solution architecture).

**Answer #054:**

Canada has reviewed the request and the Bid Solicitation remains unchanged. The per-user licensing model allow for a better comparison of bids.

**Question # 055****Reference:****Bid Solicitation Document****Question #055:**

Would Canada be able to provide a word document of this bid i.e. Annexes and Appendices so that the bidders could use this to help ensure more accuracy in responding to the requirements?

**Answer #055:**

A working version in MS Word of the following documents can be made available to Bidders upon request:

- Annex A
- Annex B
- Annex C
- Form 1
- Form 2
- Form 3
- Form 4

**Question # 056****Reference:****Mandatory Requirement M80****Question #056:**

In reference to Appendix 1, M80: *"The Bidder must also provide verifiable evidence that it has a positive track record rolling out a CMS solution across Canada, and providing task-based training and technical support to clients with a minimum of 500 users"*.

- Would Canada allow for the bidder to reference CMS solutions outside of Canada i.e. USA, Europe, Australia?
- Would Canada lower the number of users to 300 to enable more potential bidders to meet this requirement?

**Answer #056:**

As stated in Answers #001 and #051, the third paragraph in Mandatory Requirement M80 has been amended to read:

*"The Bidder must also provide verifiable evidence that it has a positive track record rolling out a CMS solution to Users in multiple, geographically-dispersed locations, and providing task-based training and technical support to Clients with a minimum of 500 Users."*

Canada will not reduce the minimum number of users.

**Question # 057****Reference:****Mandatory Requirement M16:**

*The GCCMS must handle User timeouts, without losing data.*

**Question #057:**

This Mandatory Requirement potentially conflicts with Mandatory Requirement M59, which indicates that the GCCMS must allow a System Administrator to define which Metadata Elements are Mandatory.

Having Mandatory fields requires that information is submitted in those fields prior to saving data in any case file. Mandatory Requirement M16 indicates that the GCCMS must handle timeouts without losing data. Is it sufficient to set the timeout session to be lengthy enough that a case will not timeout? If not please explain how the Canada would address the GCCMS handling the data in a case that has not had its mandatory fields (or other validations) filled.

We recommend that Canada remove the portion of Mandatory Requirement M16 that deals with losing data to read: *"The GCCMS must allow the System Administrator to set the duration for User timeouts to make the timeout in-consequential."*

If that is not acceptable, we recommend that Canada alter Mandatory Requirement M73 to reflect that the GCCMS work with HTML5 compliant browsers only, which will allow for the saving of browser data locally.

**Answer #057:**

Canada can envision several approaches to deal with this situation. The manner in which a User timeout is handled by the proposed GCCMS is at the discretion of the Bidder.

**Question # 058****Reference:****Mandatory Requirement M73:**

*The GCCMS must provide a web service that is platform independent and works with any browser, including, but not limited to Microsoft Internet Explorer 8+, Google Chrome 23+ and Mozilla Firefox 17+.*

**Question #058:**

Can Canada further define "platform independent"? Please confirm that the intent of the requirement is to substantiate that the GCCMS must work in the same capacity regardless of choice of browser, including (but not limited to) Microsoft Internet Explorer 8+, Google Chrome 23+ and Mozilla Firefox 17+.

We recommend that the original requirement be modified to reflect that the GCCMS must work in the

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same capacity regardless of choice of browser, including (but not limited to) Microsoft Internet Explorer 8+, Google Chrome 23+ and Mozilla Firefox 17+.

**Answer #058:**

Mandatory Requirement M73 has been amended to read: *"The GCCMS must provide a web-based interface that works with any browser, including, but not limited to Microsoft Internet Explorer 8+, Google Chrome 23+, Mozilla Firefox 17+, Apple Safari for iPhone, Google Chrome for Android and Microsoft IE for Surface."*

**Question # 059**

**Reference:**

**Point-Rated Requirement R84:**

*The GCCMS should allow an administrator to import and configure non system-delivered thesauri and dictionaries in Canadian English and Canadian French.*

**Question #059**

In the context of information retrieval, the purpose of a thesaurus (plural: "thesauri") is to guide both an indexer and a searcher to select the same preferred term or combination of preferred terms to represent a given subject. ISO 25964, the international standard for information retrieval thesauri, defines a thesaurus as a "controlled and structured vocabulary in which concepts are represented by terms, organized so that relationships between concepts are made explicit, and preferred terms are accompanied by lead-in entries for synonyms or quasi-synonyms".

The idea is to guide all the indexers and all the searchers to use the same term for the same concept, so that search results will be as complete as possible. If the thesaurus is multilingual, equivalent terms in other languages are shown too. Following international standards, concepts are generally arranged hierarchically within facets or grouped by themes or topics.

Does this standard address the intent of Point-Rated Requirement R84 in the GCCMS RFP?

**Answer #059**

This requirement refers to the ability to have User-imported dictionaries and thesauri to spell check and proofread GCCMS data in a text field.

**Question # 060****Reference:****Point-Rated Requirement R85:**

*The GCCMS should allow a User to add to existing thesauri and dictionaries. The user should also be able to create, import, and configure their own personal thesaurus and dictionary in English and Canadian French.*

**Question #060:**

In the context of information retrieval, the purpose of a thesaurus (plural: "thesauri") is to guide both an indexer and a searcher to select the same preferred term or combination of preferred terms to represent a given subject. ISO 25964, the international standard for information retrieval thesauri, defines a thesaurus as a "controlled and structured vocabulary in which concepts are represented by terms, organized so that relationships between concepts are made explicit, and preferred terms are accompanied by lead-in entries for synonyms or quasi-synonyms".

The idea is to guide all the indexers and all the searchers to use the same term for the same concept, so that search results will be as complete as possible. If the thesaurus is multilingual, equivalent terms in other languages are shown too. Following international standards, concepts are generally arranged hierarchically within facets or grouped by themes or topics.

Given that the intent is to guide all the indexers and all the searchers to use the same term for the same concept, Point-Rated Requirement R85 potentially works against the intent. Would Canada please provide details on the operation intention and benefit of this requirement?

**Answer #060:**

Point-Rated Requirement R85 refers to the ability of a User to customize imported dictionaries and thesauri.

**Question # 061****Reference:****4.2 Technical Evaluation****d) Proof of Proposal Test:**

*iv) The PoP test will take place at a site in the National Capital Region provided by Canada. Canada will provide no fewer than 5 working days of notice before the scheduled date for the PoP test. Once the PoP test has begun, it must be completed within 3 hours.*

**Question #061:**

Will Canada please elaborate on the PoP process with respect to any PoP requirement to install the proposed solution on Government of Canada servers, or will the selected organization be able to utilize their own equipment to demonstrate the PoP?

**Answer #061:**

Bidders must use their own equipment, components, test data, and the proposed GCCMS version and configuration to complete the PoP test. There is no requirement to install the proposed solution on a GC server(s).

**Question # 062****Reference:****4.3 Financial Evaluation**

**"Total Bid Price" Table, Item No. 3 - Professional Services and Training:** Weighted Average Per Diem Rate multiplied by 240 working days.

**Question #062:**

Table B1 – Notional DFO GCCMS Implementation Data: Estimated Level of Effort in working days. Canada has determined that the estimated level of effort (working days) is 240.

If the bidder determines that the estimated level of effort in working days is different from the Canada's estimate, should the bidder be multiplying the Weighted Average Per Diem Rate by the bidder's estimate in an effort to give a lower overall cost?

**Answer #062:**

The financial evaluation will be conducted by the Contracting Authority. The number of 240 days will be used to allow for a better comparison of bids.

**Question # 063****Reference:****Annex B - Table B-1****Question #063:**

**Table B-1** lists Contractor Resources as Trainers as well as DFO Resources as Trainers in Work Packages 10 and 11. In Work Package 8, the Contractor Resources trained the DFO System Administrators and DFO trainers.

Will Canada please elaborate on how the user training is to be resourced? Is it the intention of Canada to have the DFO trainers (who have attended the five-day train-the-trainer course), train the users, or are they simply taking on a coaching position? Could Canada please provide detail on how the training will be dispersed amongst the available resources?

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Can you please clarify your requirements for training with respect to who is providing training to the Headquarters and Regional staff members?

**Answer #063:**

Canada expects the Bidder to train DFO trainers on the GCCMS and to provide the required training material for use during the training itself and for future reference by DFO trainers. The Bidder is also expected to train selected DFO employees on system administration and configuration. Canada expects GCCMS training to be delivered online and remotely over the web.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**