

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

Title - Sujet GC CORRESPONDENCE MANAGEMENT SYSTEM		
Solicitation No. - N° de l'invitation EN578-133379/A		Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client 20133379		Date 2013-10-18
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-114-26372		
File No. - N° de dossier 114xl.EN578-133379	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-29		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Niyonambaza, Audace		Buyer Id - Id de l'acheteur 114xl
Telephone No. - N° de téléphone (819) 956-5017 ()		FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		

Instructions: See Herein

Instructions: Voir aux présentes

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

THE SOLICITATION AMENDMENT #005 IS RAISED TO ANSWER QUESTIONS FROM THE INDUSTRY.

Question # 076

Reference:

Section 7.25 of the Bid Solicitation: **Representations and Warranties**

The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

Question #076:

As a Bidder, we request that language be inserted into this section, disclaiming all warranties except for those set out in the agreement. As a result, we request the following be added to section 7.25:

"Except for the representations and warranties made in this Agreement, the Contractor makes no representation, condition or warranty of any kind whatsoever under this Agreement or otherwise, including without limitation, any statutory, express, implied or other warranties or any warranty of merchantability or fitness for any particular purpose regarding any Service, Work or any other deliverable delivered to Canada under this Agreement".

Answer #076:

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

The contractor will have made many representations in its proposal that Canada should be permitted to rely upon, including the warranty of merchantability (meaning that it will work the way the Contractor says that the product will work in its proposal and the warranty of fitness for a particular purpose (meaning that it will meet the specifications of the Bid Solicitation to accomplish what is sought).

Question # 077

Reference:

Section 2030 12 – 1 of SACC 2030 – General Conditions – Higher Complexity – Goods

Question #077:

The acceptance and inspection provisions within the Bid Solicitation do not actually set out any timelines with respect to how long the client has to inspect and accept any Work. In addition, it does not address what will occur if the client does or does not accept the work. As a Bidder, we request that the client provide the necessary information pertaining to these important aspects of the contract.

Answer #077:

The process is set out in Section 12 (Acceptance) of SACC 4003 – Licensed Software.

Question # 078**Reference:**

Section 2030 12 – 1 of SACC 2030 – General Conditions – Higher Complexity – Goods

Question #078:

In addition, this clause further states that the client's acceptance of a Work item does not relieve the contractor of responsibility for defects. As a Bidder, we request that this be reworded to reflect that the contractor should only be responsible for 'material defects' unless there is to be an ongoing maintenance obligation as part of the contract.

Answer #078:

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

Adding the word "material" introduces vagueness as to the Contractor's responsibilities.

Question # 079**Reference:**

Section 2030 12 – 2 of SACC 2030 – General Conditions – Higher Complexity – Goods

Question #079:

As a Bidder, we have no concerns with granting the client access to our locations to audit our work environment, however written notice should be given prior to conducting such an audit.

Answer #079:

Canada will provide advance written notice prior to conducting such an inspection if circumstances permit.

Question # 080**Reference:**

Section 2030 33 – 3 of SACC 2030 – General Conditions – Higher Complexity – Goods

Question #080:

As a Bidder, we have no concerns if the client wishes to audit our company, however advanced written notice should be provided to the contractor.

Answer #080:

Canada will provide advance written notice prior to conducting such an audit if circumstances permit.

Question # 081**Reference:****Section 3.2 b) (vii) Client and Project Reference Information:**

(A) The Bidder must provide verifiable details on and references for the following projects:

(1) Two CMS implementation projects;

(2) One instance when the Bidder simultaneously completed two or more CMS (or equivalent enterprise business application) implementation projects (i.e., when there was 2-6 months or more of overlap between the start and end dates of each project); and

(3) Three CMS technical support and/or other corporate CMS projects.

Question #081:

Can Canada confirm that if our two project references in response to item (1) were completed simultaneously with 2+ months overlap as required in item (2) and included technical support as required in item (3), we will only need to provide one additional implementation or support project in order to be compliant with item (3)?

Answer #081:

Three or more projects can be referenced, as long as the Bidder fulfills Items (1) thru (3) of this requirement. If the two projects cited above are for CMS implementation projects and these projects also involve technical support, the Bidder would still need to provide one additional CMS technical support and/or other corporate CMS project.

Question # 082**Reference:**

Section 3.2 b) iii) of the Bid Solicitation.

Question #082:

Section 3.2 b) iii) provides information on "substantiation" and Appendix 1 in the third column it refers to "Substantiation with Cross-Reference". Is it sufficient substantiation if a screen shot is included along with the requisite explanation of compliance, or does Canada also require cross-reference to a specific section in a user manual, training documentation or other formal technical publication from the product vendor(s)?

Answer #082:

The Bidder should be cross-referencing product literature (e.g., a System Administration Manual, User Guide or Product Reference Document) to demonstrate compliance or score maximum points. If this cannot be done, the screen shot and explanation must clearly and convincingly substantiate that the Bidder is fully compliant and the proposed product meets all aspects of the requirement.

Question # 083**Reference:**

Section 3.3 b) of the Bid Solicitation

Question #083:

Section 3.3 b) states "All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder." Can Canada confirm that there is no requirement for equipment, peripherals, cabling and components as part of this requirement?

Answer #083:

As confirmed in response to question #049, all hardware (peripherals and cabling for example) are excluded from the Bid Solicitation.

Question # 084**Reference:**

Bid Solicitation Closing Date

Question #084:

Response to all the product questions with full cross-referencing to supporting documentation is a very time consuming process. We'll need additional time. Can Canada please provide an additional 1-week extension to permit us to complete the response?

Answer #084:

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

Question # 085**Reference:****Question #085:**

The Bid Solicitation states that Canada requires a Commercial Off-the-Shelf (COTS) CMS for the Government of Canada and per Section 5.3 of the Bid Solicitation, the bidder must certify that all Software is Off-the-shelf. COTS Software is licensed by Software Publishers in accordance with the Software Publisher's licensing terms. It is inconsistent with the almost universal approach followed by other large procurers of technology – including the U.S. federal government, for Canada to not only dictate the license model (in this Bid Solicitation a per user model is mandatory) but, to also dictate the terms applicable to the products. By doing so Canada is creating significant challenges for Software Publishers, which may translate into higher costs for Canada.

In order to archive the best price for COTS Software, Canada requires a license that authorizes it to use the software in the manner contemplated by the Software Publisher, differences in licensing models do not preclude fixed price proposals. Canada could still require fixed pricing that reflects the current and expected use of the software based on the "To-be-Architecture" set out in the Bid Solicitation.

- 1) Will Canada modify Section 7.18 (b) to read: "Type of License being Granted: Perpetual.
License model: *(to be completed by the bidder based on the list of commercially available*

Software products provided in Section 7.18 (a) above)".

- 2) Will Canada reconsider its response to Question 53 to allow Bidders to include Software Publisher use terms?

Answer #085:

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

Question # 086

Reference:

Section 7.19 a) of the Bid Solicitation

Question #086:

Section 7.19 a) of the Bid Solicitation requires the Contractor to agree to an Initial Software Support Period that is in excess of 12 months. The Industry standard for software support is a 12-month period. As the Initial Software Support Period is tied to Acceptance of the Software, Canada's requirement is for an indeterminate coverage period, which will require the Bidders to include a higher price for Support in order to ensure they have adequate funds with which to make the corresponding payment to the Software Publisher.

Will Canada modify the Bid Solicitation so that the Initial Support Period and the Initial Contract period are each 12 months in length to align to industry standards?

Answer #086:

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

The Initial Support Period and the Initial Contract period must cover a period of 12 months starting after the Contractor has successfully implemented the GCCMS in the Initial Client Technical Environment.

Question # 087

Reference:

Question #087:

Section 7.6 b) (i) of the RFP requires the Contractor to grant to Canada the irrevocable option to extend the term of the Contract by up to 5 additional one year periods. By requiring the Contractor or to fix pricing in excess of 6 years Canada should expect to pay a premium.

Will Canada modify the RFP to either:

- 1) reduce the number of option periods to additional 2 additional one year periods in order to align to industry norms or;
- 2) Modify Table 1 so that Bidders can submit pricing based on contract year.

Answer #087:

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

Question # 088**Reference:****Mandatory Requirement M7:**

The GCCMS must allow a User to bulk import and export Content to facilitate a mail-in campaign.

Question #088:

Could you please provide details on the content and format of the export. E.G. does it contain the previously imported files? Does it contain the correspondent information? Is this export sent as a reply to the correspondent?

Answer #088:

The purpose of this requirement is to facilitate a mail-in campaign and reply to multiple Correspondents using mail merge functionality. Bidders should refer to Mandatory Requirement M18 and the third paragraph in Point-Rated Requirement R19 for further details.

Question # 089**Reference:****Mandatory Requirement M34:**

The GCCMS must provide Content version control, at least including the Content of a Case Object, Correspondent and Correspondence Item. Only one version of a Correspondence Item can be active at a time. If John Doe is a regular Correspondent and he moves from New York to Las Vegas, this would be a new version of the author. His old Correspondence Items should still contain his previous address, while new Correspondence must contain his new address.

Question #089

Can you confirm that correspondence item versioning only applies to outgoing correspondence items? We believe that incoming correspondence items cannot be versioned since each correspondence item received is treated as a new correspondence item; outside parties do not participate in any versioning process tracked by the GCCMS. If correspondence item versioning can apply to incoming correspondence, please provide a scenario that illustrates this process.

Answer #089:

The interpretation that each new incoming correspondence is treated as a new Correspondence Item is correct. This requirement refers specifically to controlling versions of the Metadata.

In the example provided, it is important to ensure that changing the Profile of the Correspondent with a new address will not alter the archived Metadata Profile for the same Correspondent at a previous address.

Solicitation No. - N° de l'invitation

EN578-133379/A

Client Ref. No. - N° de réf. du client

20133379

Amd. No. - N° de la modif.

005

File No. - N° du dossier

114xIEN578-133379

Buyer ID - Id de l'acheteur

114xI

CCC No./N° CCC - FMS No/ N° VME

Question # 090

Reference:**Point-Rated Requirement R39:**

The GCCMS should automatically populate the Metadata Elements of a Correspondent when a User registers a Correspondence Item. A new Correspondent Profile could automatically be created based on the Sender information in an email message. When adding a Correspondence Item to a Case (e.g., by attaching an email message to a Case for John Brown), the GCCMS should automatically associate a file with that Case, and populate the profile of the Case Object with Metadata, such as the Case Number, Input Date and/or other Metadata as appropriate.

Question #090:

To meet the requirement, is it necessary that a new correspondent profile be automatically created based on sender information? Given the likelihood of multiple correspondence items from the same sender, would this not result in numerous duplicate records being generated in the system?

Answer #090:

No. It is not necessary that a new Correspondent Profile be based on Sender information. It is necessary that certain Metadata Fields are automatically populated.

Bidders should refer to Point-Rated Requirement R99 for relevant information on an email message header. Mandatory Requirement M31 and Point-Rated Requirement R31 describe how the GCCMS must (M31) and should (R31) handle duplicate records.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.