

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. 006
Client Reference No. - N° de référence du client 20133379		Date 2013-10-23
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 2013-11-07		Time Zone Fuseau horaire Eastern Standard Time EST
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 #004 IS RAISED TO MODIFY THE BID SOLICITATION AND TO ANSWER A QUESTION FROM THE INDUSTRY.

Modification #021

Reference

Bid Solicitation Closing Date

Modification #021:

The Bid Closing Date is hereby extended from October 29, 2013 to **November 7, 2013**.

Modification #022

Reference

Enquiries - Bid Solicitation

Modification #022:

Paragraph 2.3 (a) of the Bid Solicitation, as lastly modified through Modification #020, is hereby modified to read as follows:

"All enquiries must be submitted in writing to the Contracting Authority no later than **October 28, 2013**. Enquiries received after that date may not be answered."

Modification #023

Reference

Part 7 – Resulting Contract Clauses

Modification #023:

Part 7 of the Bid Solicitation is hereby amended to add the following Clause:

28. Compliance Review

(a) Record Keeping

The Client shall keep all usual and proper records relating to its reproduction, distribution and use of the Licensed Software to provide verification that the Client's use of the Licensed Software has been and is in compliance with this Contract.

(b) Right to Request a Compliance Review

- (i) No more than once per two years during the term of the license, which may survive the

term of the Contract, or more frequently if the Contractor has a substantiated belief that the Client is in default of the terms and conditions of the Contract, upon request by the Contractor to the Contracting Authority, the Client will perform a compliance review to determine whether it has fully complied with, and is not in default of, the terms and conditions of the Contract. By invoking the rights and procedures described herein, the Contractor does not waive its rights to enforce its contractual rights in any contract or to protect its intellectual property by any other means permitted by law.

- (ii) Within 21 days of the Contractor's Notice, a preliminary consultation will be held between the Contractor and the Client to review the contractual license entitlements and to discuss the department's established procedures and method of review and timeframe. The Contracting Authority will be involved as required.
- (iii) The Client should complete the compliance review within 120 days of the request by the Contractor. Should this timeframe be insufficient to complete the compliance review, Client and Contractor shall negotiate and agree in writing on a reasonable timeframe for the completion of the compliance review.

(c) Disclosure of Compliance Data

- (i) The results of the compliance review, including the data, system tool outputs or other reports collected or produced in the course of the compliance review concerning the use of the Licensed Software and the licenses held by Canada authorizing such use, shall be disclosed to the Contractor by the Client and shall be treated as confidential information. The Compliance Authority responsible for the compliance review shall verify that the data and reports disclosed to the Contractor are complete, true and accurate. Upon receipt of the results of the compliance review from the Client, the Contractor will have the option of requesting a meeting with the Compliance Authority for the purpose of reviewing the compliance review results. For greater clarity, the Compliance Authority is the designated responsible senior officer (for example, the CIO, CFO or CTO), as applicable.
- (ii) The Contractor acknowledges and agrees that the materials to be disclosed to the Contractor by Canada will be limited to information pertaining to the reproduction, distribution and use of the Licensed Software and that Canada may refuse to disclose any data or record subject to exclusions to disclosure of information under the Access to Information Act, the Privacy Act or other applicable laws or written policies, including laws or policies governing classified government information or other confidential or personal information.
- (iii) In the event that the Client refuses to disclose any data or record for such a reason, except to the extent prohibited by applicable law or written policy, it shall:
 - (A) identify the data or record being excluded;
 - (B) provide written reasons for the exclusion, including a copy of any policy that Canada relies on; and
 - (C) withhold only that part of the data or record that cannot be disclosed.

(d) Review Demonstrating Compliance

- (i) If the compliance review demonstrates compliance with the terms and conditions of the Contract, the Client will provide the Contractor, within the timeframe for completion of the compliance review, a written certification signed by the Compliance Authority certifying that the Client has fully complied with, and is not in default of, the terms and conditions of the Contract.
- (ii) The Contractor's acceptance of the Client's certification is in no way an acknowledgement or agreement by the Contractor that the Client has fully complied with, and is not in default of, the terms and conditions of the Contract except where the Client has obtained a written confirmation of contract compliance from an authorized representative of the Contractor.

(e) Review Demonstrating Non-Compliance

- (i) If the compliance review reveals that the Client has not fully complied with, or is in default of, the terms and conditions of the Contract, the Client will provide the Contractor, within the timeframe for completion of the compliance review, a written certification signed by the Compliance Authority providing full details of the non-compliance. The Client should remedy the non-compliance within 60 days of the receipt of the certification. Should this timeframe be insufficient to remedy the non-compliance, Client and Contractor shall negotiate and agree in writing on a reasonable timeframe for the remedy.
- (ii) In the event that the Client is found to be under licensed, the Client will acquire the additional licenses for the applicable version of the Licensed Software necessary to remedy the under licensing. For each unlicensed copy of the Licensed Software identified, the "applicable version" will be the version of the Licensed Software installed or run as of the date of the compliance review request. To the extent that the licenses for the applicable version were, or are, available under the Contract, the price for such licenses will not exceed the price set out in Annex C – Basis of Payment.
- (iii) The Client acknowledges that the compliance review may reveal that the Client has not fully complied with, or is in default of, the terms and conditions of software licenses not contemplated under this contract. In such instances, the Client shall remedy the non-compliance separately from this Contract.
- (iv) To the extent the Client has upgraded any copies of unlicensed software or any licenses to be acquired by the Client to remedy under licensing are in respect of copies installed or used together with copies of the Licensed Software which were or are enrolled in maintenance or support, the Client agrees to pay for, as applicable, maintenance and support for those additional licenses for the lesser of the duration of the unlicensed use or two years.
- (v) The Client shall provide the Contractor with a written certification signed by the Compliance Authority certifying that the Client has fully remedied its non-compliance. This certification shall be provided to the Contractor promptly once the non-compliance has been remedied.
- (vi) To the extent that the non-compliance or default cannot be remedied by the Client acquiring additional licenses, the Contractor shall have the right to pursue whatever

remedies may be permitted by law and any failure or delay by the Contractor in exercising any such remedy shall not be construed as a waiver thereof or otherwise prevent the Contractor from seeking or obtaining such remedy in the future.

(f) Use of Third Parties

- (i) The Client acknowledges and agrees that the Contractor may include in any meetings, deliberations or discussions undertaken with the Client in connection with Section 28 any third party advisors, consultants or other representatives of the Contractor as the Contractor deems to be appropriate to facilitate the compliance review process, including the resolution of any identified issues and may share with any such representatives the results of the compliance review.
- (ii) Prior to the sharing of information with a third party, Canada must be notified and Canada may require the third party to enter into a nondisclosure agreement with Canada, prepared by Canada, acting reasonably.

(g) Crown Terms Prevail

- (i) These provisions shall apply in place of any provisions contained in the Contract in respect of demonstrating compliance and license sufficiency in respect of Canada's use of the Licensed Software.

Modification #024

Reference

Appendix 1 of Annex A – Statement of Requirements

Modification #024:

Appendix 1 of Annex A to the Bid Solicitation is hereby amended to add the following **Mandatory Requirement**:

M81 - The GCCMS must be accessible to users, which can be demonstrated with one of the following:

- (a) **Compliance with the Web Content Accessibility Guidelines (WCAG);**
- (b) **Compliance with section 508 of the US Rehabilitation Act.**

Solicitation No. - N° de l'invitation

EN578-133379/A

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

20133379

Amd. No. - N° de la modif.

006

File No. - N° du dossier

114xIEN578-133379

Buyer ID - Id de l'acheteur

114xI

CCC No./N° CCC - FMS No/ N° VME

Question # 091

Reference:**Bid Solicitation – Statement of Requirement****Question #091:**

Why is Web Content Accessibility Guidelines (WCAG) certification not a mandatory requirement considering this is a standard for the Canadian Government?

Answer #091:

Canada has reviewed the request and amended the Bid Solicitation to add a requirement for accessibility, in accordance with Section 2.5 - *Improvement of the Requirement During the Solicitation Period*. Please refer to Modification #024 in this Amendment to the Bid Solicitation.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.