

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

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 Enterprise Wiki Software Solution	
Solicitation No. - N° de l'invitation 47060-140853/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client 1000310853	Date 2014-02-04
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-114-26796	
File No. - N° de dossier 114xl.47060-140853	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-25	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

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

Modification #001

Reference:

Part 7 – Resulting Contract Clauses

Modification #001:

Article 7.25 of the bid solicitation is hereby deleted in its entirety and replaced with the following:

7.25 Termination for Convenience for Software Maintenance and Support Services

Notwithstanding the Termination for Convenience provisions contained at Section 32 of 2030 - General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a pro rata basis of a twelve month year and a thirty day month. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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Question # 002

Reference:

Part 4: Evaluation Procedures and Basis of Selection

Question #002:

The 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 RFP. The 5-step process has been included in several past Solicitations most recently in the Solicitation for a Case Management Solution (Solicitation N° EN578-130092/B).

The inclusion of the 5-step process in the RFP 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 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.
- (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 (c) 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 #002:

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 # 003

Reference:

Part 7 - Resulting Contract Clauses

Question #003:

Section 7.18 (b) of the RFP requires the resulting Contractor to grant a "Perpetual Entity License". In order for Canada to receive the best value for money, we recommend that the requirement for a perpetual Entity license be replaced with:

- Perpetual per server license for infrastructure server components,
- Perpetual user licenses for 15,000 CBSA users with a provision for an unlimited number of External Users to access the Wiki Software Solution at any given time to produce an unlimited number of documents.

Without these changes, it can be expected that the Crown will overpay for Wiki software, as there is no indication in the RFP of the maximum number of CBSA users who will be utilizing the Wiki solution. (The minimum number of users is identified in the Mandatory requirement M10 as 15,000.)

Answer #003:

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

Question # 004

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Reference:

Part 1: General Information

Question #004:

With regard to Section 1.2 (a), would the Crown please provide a quantity of Atlassian Confluence users and confirm if this product still meets CBSA usage requirement, as described in this bid solicitation?

Answer #004:

CBSA has over 15,000 users who have access to Atlassian Confluence. Whether a particular solution may meet current requirements is not known until after an evaluation of a particular bid.

Question # 005

Reference:

Part 7 - Resulting Contract Clauses

Question #005:

With regard to Section 7.24 - Access to Canada's Property and Facilities, it should be noted that Proponents require access to property, facilities, equipment and personnel in order to perform software installation. Would the Crown please provide more information on the possible adjustment to Basis of Payment?

Answer #005:

CBSA Responsibility with regards to Canada's Property and Facilities is defined in Section 4 of Annex A - Statement of Requirements. Any adjustment to Basis of Payment would depend on the type of the request to access to Canada's property, facilities, equipment and personnel.

Question # 006**Reference:**

Part 7 - Resulting Contract Clauses

Question #006:

With regard to Section 7.25 Termination for Convenience for Software maintenance and Support Services, Canada should note that Software Maintenance and Support Services require an investment in resources by the Contractor to support its client. While understanding that Canada wishes to recover advance payment made for these services, cost incurred by the contractor is not based on a Monthly linear amount and its inclusion creates revenue recognition issues for the Contractor. Would the Crown please amend this section to only include SACC clause 2030 as Section 32 covers Termination for Convenience, should we be in a position to justify our cost?

Answer #006:

Section 7.25 of the bid solicitation has been amended. Please refer to Modification #001 in this Amendment to the Bid Solicitation.

Question # 007**Reference:**

Type of License

Question #007:

With regard to paragraphs (a) and (c) of Section 1.2 Summary, Section 7.1 (c) Reorganizations of Client, SOR Section 2 Background and Table 1, Item 1, note that our software license pricing is by user. Based on the information provided in the RFP, it is expected that there is no limit to the quantity of potential users that may use/access the software. Would the Crown please limit the quantity of users to a fixed quantity including the 15,000 CBSA users plus a reasonable percentage (such as 10%) to cover other individuals authorized by the client to perform services in relation to the business and affairs of the client?

Answer #007:

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

Question # 008**Reference:**

Section 7.18 – Licensed Software

Question #008:

With regard to Section 7.18 (b) and as per the question above, would the Crown please replace the Perpetual Entity License to a Perpetual User License?

Answer #008:

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

Question # 009**Reference:**

Mandatory Requirement M5

Question #009:

In the interest of ensuring the best possible value to Canada and fairness of the competitive process, we ask that the Crown issue an amendment to mandatory requirement M5 to support either one or both of the listed platforms:

M5. The EWSS must be compatible with Linux and/or Microsoft Windows 2008 or above (64-bit) Server operating system.

Amending this requirement will ensure that bidder responses reflect a better range of options for the Enterprise Wiki solution and would not exclude solutions based on back-end infrastructure.

Answer #009:

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

Question # 010**Reference:**

Mandatory Requirement M6

Question #010:

With regard to Mandatory Requirement M6, would the Crown please remove this requirement as PostgreSQL is an open source relational database with limited support for an Enterprise Class Application, as would be required to meet the standard PWGSC Terms and Conditions contained in this solicitation?

Answer #010:

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

Question # 011**Reference:**

Mandatory requirement M6

Question #011:

In the interest of ensuring the best possible value to Canada and fairness of the competitive process, we ask that the Crown issue an amendment to mandatory requirement M6 to include Enterprise database platforms currently supported by CBSA.

M6. The EWSS must be compatible with PostgreSQL 9, IBM DB2 , Oracle Database, and/or Microsoft SQL Server.

Amending this requirement will ensure that bidder responses reflect a better range of options for the Enterprise Wiki solution and would not exclude solutions based on back-end infrastructure.

Answer #011:

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

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Question # 012

Reference:

Mandatory Requirement M21

Question #012:

With regard to Mandatory Requirement M21, would the Crown please explain whether the goal of the import and convert feature to allow the display of an icon or hyperlink in the Wiki page or is it to display the content of the imported documents within the Wiki page, or some other goal?

Answer #012:

The goal is to display the content of the imported documents within the Wiki page.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.