



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions
- TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

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

**Systems Software Procurement Division / Division des
achats des logiciels d'exploitation**

11 Laurier St. / 11 rue, Laurier

4C1, Place du Portage, Phase III

Gatineau

Quebec

K1A 0S5

Title - Sujet VISUALLY STATISTICALLY INTELLIGENT	
Solicitation No. - N° de l'invitation 45045-140073/E	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client 000006399	Date 2016-09-22
GETS Reference No. - N° de référence de SEAG PW-\$SEE-017-30421	
File No. - N° de dossier 017ee.45045-140073	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-11	
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: Lessard, Peter	Buyer Id - Id de l'acheteur 017ee
Telephone No. - N° de téléphone (819) 956-5846 ()	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

This amendment 002 is issued to respond to questions from the industry and revise certain clauses in the RFP document as described below.

Part A – Question and Answers

1) Question 001:

If a bidder includes Licensed Programs, as described in Section 7.5 (d) (i) Standard Clauses and Conditions (p. 34), are these Licensed Programs subject to the source code delivery requirement as set out in Section 7.5 (c) (ii) Standard Clauses and Conditions (p. 34) and Section 7.7 Licensed Presentation Layer Software (p. 37) in the RFP document. For greater clarity, does this modification to Section 4002 08 (3) include the obligation to release source code for Commercial-Off-the-Shelf Software if this Commercial-Off-the-Shelf Software is a Licensed Program?

Response to Question 001:

Under the modified Section 4002 08(3), the Contractor has no obligation to release source code for any Commercial-Off-the-Shelf software. Canada requires the Contractor to deliver to Canada, all the source code, for any Pre-Existing software and for any custom software developed under the contract by the Contractor, that are included in the design and development of the Presentation Layer (s) of the *SOLUTION*.

If the Presentation Layer (s) contains any COTS software, or if any COTS software is required to enable the client to design, develop and modify Presentation Layers, then the Contractor must provide the licences to Canada pursuant to the terms of SACC 4003. Canada has no requirement for the source code of any COTS software.

Part B – Revisions to RFP Document

1) At Part 1 of the RFP document, delete Article 1.2 (d) and insert the following:

- (d) Canada has an initial requirement for a *SOLUTION* comprising of any proposed Licensed Software, Custom Software or Pre-existing Software required for the *SOLUTION* to meet the Software Requirement Specification (SRS) identified in Annex A, any Licences to use the Custom Software or Pre-existing Software forming part of the *SOLUTION* and any Work required to deliver the *SOLUTION* which includes the 2016 Census presentation layer(s). The requirement also includes granting of the licenses to use all the Licensed Software included in the *SOLUTION*, a 12-month warranty starting from Final Acceptance of the *SOLUTION*, Software Maintenance and Support of the *SOLUTION*, and documentation, including Technical Documentation deliverables. Training and professional services must also be provided under a task authorization, as and when requested. The *SOLUTION* must be available to unlimited *END USERS* and 50 *GC USERS* as described in the Software Requirements Specifications (SRS), 24 hours a day, 7 days a week, 365 days a year, in English and/or French, and operate at all times in accordance with the Software Requirement Specification (SRS) in the Client's operational environment described in the bid solicitation at *Annex A to Part 7 - Resulting Contract Clauses*.

- 2) At Part 5 – Certifications and Additional Information, Article 5.2 of the RFP document, insert the following:

(d) **Certification of Compliance**

The Bidder must submit to the Contracting Authority a signed Attachment 5.3 – Certification of Compliance, before contract award.

- 3) At Part 7 – Resulting Contract Clauses of the RFP document, Article 7.1 is amended as follows:

Delete (i) and insert the following:

- (i) *The SOLUTION* comprising of any proposed Licensed Software, Custom Software or Pre-Existing Software required for *the SOLUTION* to meet the SRS, any Licences to use Custom Software or Pre-Existing Software forming part of *the SOLUTION* and any Work required to deliver *the SOLUTION* which includes the 2016 Census Presentation Layer(s).

Delete (ix) and insert the following:

- (ix) All software license to the *SOLUTION* or the presentation layers allowing for Canada to create, design or modify the *SOLUTION* or 2016 Census presentation layer or new presentation layers.

Add the following new Article 7.1 (x):

- (x) All Work required to use the *SOLUTION* to produce the 2016 Census Presentation Layer(s), as described in the SRS.

- 4) At Part 7 – Resulting Contract Clauses of the RFP document, delete Article 7.2 (a) in its entirety and insert the following:

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Article 7.4, 7.6, 7.7 and 7.10 of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

- 5) At Part 7 of the RFP document, Article 7.5 (c) is amended as follows:

Delete Article 7.5 (c) (ii) in its entirety and insert the following:

- (ii) Section 4002 08(3) is deleted in its entirety and replaced with:

3. If Pre-existing Software forms part of the Presentation Layer Software, the Contractor at its own expense, must deliver the source code for that software to Canada in accordance with Annex A of the Contract. If Pre-existing Software is a software tool used to create or design the 2016 Census Presentation Layer(s), the Contractor is not required to deliver the source code, but the

Contractor must grant the licenses to the Pre-existing Software tools, pursuant to the terms of this Agreement.

Add the following new Article 7.5 (c) (iii):

(iii) Section 4002 08(1) is deleted in its entirety and replaced with:

1. "Pre-existing Software" means software that is not developed as part of the Work performed under the Contract and that is proprietary to the Contractor or any of its subcontractors or to a third party, but that is not Commercial-Off-the-Shelf software.

6) At Part 7 – Resulting Contract Clauses of the RFP document, delete Article 7.6 (a) in its entirety and insert the following:

7.6 Licensed SOLUTION

(a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed SOLUTION	The Licensed Software, which is defined in 4003, and included in <i>the SOLUTION</i> , includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	"User License"
Number of GC USERS	50 concurrent GC USERS
Option to Purchase Licenses for Additional concurrent GC USERS	The Contractor grants to Canada the irrevocable option to purchase licenses for up to 50 additional concurrent GC USERS at the price set out in Annex B on the same terms and conditions as the initial SOLUTION's User licences granted for concurrent GC USERS under the Contract <i>including for additional Clients within the scope of the Contract</i> . This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

Delivery Location	To be delivered to Technical Authority.
Media on which Licensed Software must be Delivered	CD-ROM or DVD-ROM
The <i>SOLUTION</i> 's Software Warranty Period	12 months following Final Solution Acceptance
Source Code Escrow Required	No

- 7) At Part 7 – Resulting Contract Clauses of the RFP document, delete Article 7.7 in its entirety and insert the following:

7.7 Licensed Presentation Layer Software

- (a) With respect to the provisions of Supplemental General Conditions 4006:

Presentation Layer Software	The Presentation Layer Software that forms part of the Licensed <i>SOLUTION</i> , which is defined as the Commercial-Off-the-Shelf, Pre-Existing and Custom Software developed and included by the Contractor to design, develop and modify the 2016 Census Presentation Layer(s) and create new presentation layer(s); and includes all APIs required to use the <i>SOLUTION</i> , and any other software code required for those products to function in accordance with the Software Documentation and the Specifications of the SRS, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	"User License"
Number of Users Licensed	50 concurrent <i>GC USERS</i>

Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for up to 50 additional concurrent <i>GC USERS</i> at the price set out in Annex B on the same terms and conditions as the initial <i>SOLUTION</i> 's User licences granted for concurrent <i>GC USERS</i> under the Contract including for additional Clients within the scope of the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Delivery Location	To be delivered to Technical Authority.
Media on which Licensed Software must be Delivered	CD-ROM or DVD-ROM
Software Warranty Period	12 months following Final Solution Acceptance
Source Code Delivery Required	Commercial Off the Shelf – No Pre-Existing Software – Yes Custom Software - Yes

- 8) At Part 7 – Resulting Contract Clauses of the RFP document, delete Article 7.11 (h) Change Control in its entirety and insert the following:

(h) **Change of Control**

- (i) At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
- (A) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
- (I) they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
- (II) the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (III) the entities otherwise do not deal with one another at arm's length, or *each of them does not deal at arm's length with the same third party*.
- (B) a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada

anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

- (C) a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and
- (D) any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 23(3) of General Conditions 2030 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.

- (ii) The Contractor must notify the Contracting Authority in writing of:
 - (A) any change of control in the Contractor itself;
 - (B) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - (C) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice by no later than 10 Federal Government Working Days (FGWDs) after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

- (iii) In this Article, a "change of control" includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- (iv) If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if

Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

- (v) If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 calendar days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 calendar days of receiving the original notice from the Contractor regarding the change of control.
 - (vi) In this Article, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
 - (vii) Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.
- 9) At Part 7 – Resulting Contract Clauses of the RFP document, delete Article 7.16 (i), Payment Credits in its entirety and insert the following:
- (i) **Payment Credits**
 - (i) **Late Delivery:** If the Contractor does not deliver the Test Cases and Initial Test version for *SOLUTION* Acceptance Testing at D2 and D3 respectively of paragraph 6.1 – Product Deliverables to Annex A, within the time specified in the Contract, the Contractor must provide a credit to Canada of **one (1)%** of CLIN 01 for each working day of delay up to a maximum of **10 days**, subject to the limitation that the total amount of liquidated damages will not exceed **10%** of CLIN 01 of the Work delivered late.
- 10) At Part 7 of the RFP document, delete Articles 7.17 and 7.18 in their entirety and insert the following:
- 7.17 – Not Used**
7.18 – Not Used
- 11) At Part 7 – Resulting Contract Clauses of the RFP document, delete Article 7.31 (d) (i) and insert the following:
- (d) **Technical Documentation Deliverable Submission Process**

Solicitation No. - N° de l'invitation
45045-140073/E

Amd. No. - N° de la modif.
002

Buyer ID - Id de l'acheteur
017ee

Client Ref. No. - N° de réf. du client
45045-140073

File No. - N° du dossier
017ee45045-140073

CCC No./N° CCC - FMS No./N° VME

- (i) In order to avoid acceptance delays, inconsistencies and contradictions in related Technical Documentation Deliverables, the Contractor should take measures to avoid submitting technical documentation deliverables at the same time, unless stipulated in the Contract. If the Contractor submits multiple Technical Documentation Deliverables at the same time, outside the stipulated deliverable dates in the Contract, Canada reserves the right for additional review time and will adjust Article 7.31(a) accordingly.

Part C – Revisions to Annex A – Software Requirement Specifications (SRS)

- 1) At paragraph 6.5 – Reporting Requirement and Meeting to Annex A, delete (c) in its entirety and insert the following:
 - (c) Discuss the Project Plan that was proposed as part of the Contractor's Management bid submission.

All remaining terms and conditions remain the same.