



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des soumissions -  
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**11 Laurier St. / 11, rue Laurier**

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**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  
Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
4th etage, 10, rue Wellington  
Gatineau  
Quebec  
K1A 0S5

<b>Title - Sujet</b> Push Messaging Solution	
<b>Solicitation No. - N° de l'invitation</b> EN578-180003/A	<b>Amendment No. - N° modif.</b> 004
<b>Client Reference No. - N° de référence du client</b> EN578	<b>Date</b> 2019-03-01
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EE-007-34535	
<b>File No. - N° de dossier</b> 007ee.EN578-180003	<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 2019-03-06</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<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> Morin, Paul	<b>Buyer Id - Id de l'acheteur</b> 007ee
<b>Telephone No. - N° de téléphone</b> (873) 354-3894 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**This Request for Proposal (RFP) Amendment #004 is issued to respond to questions from industry.**

## **QUESTIONS AND ANSWERS**

**Question #1:** 7.3 (b): For Software as a Service (SaaS) vendors that don't create any Intellectual Property (IP) that is assigned to customers, does this section apply? Is it possible to state in an order document that the SaaS vendor will not be creating any Foreground Information as part of the Work performed, other than data processed as the result of Canada's use of the SaaS platform?

**Answer #1:** 7.3 (b) of Part 7 – Resulting Contract Clauses remained unchanged and Supplemental General Conditions 4007 is deleted and replaced with Supplemental General Conditions 4006.

**Question #2:** 7.7 As the link include all possible types of terms and conditions for varied types of industries, can you advise as to which terms apply for SaaS vendors? Also, there are additional terms that apply to access to and use of our SaaS platform that will need to be added. Where can we provide additional vendor terms?

**Answer #2:** The link included in 7.7 provides a listing of procurement clauses and general conditions as well as instructions on how these clauses and conditions are used. The applicable clauses have been incorporated in Part 7 – Resulting Contract Clauses.

It is the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the bid solicitation. Any proposed changes to the terms and conditions of this RFP will be deemed to be a conditional offer and such a proposal will be deemed to be non-responsive by Canada. Bidders should raise specific concerns by requesting clarifications as per clause 2.4 Enquiries – Bid Solicitation of Part 2 – Bidder Instructions.

**Question #3:** 7.7.1: If a SaaS vendor can generally agree to the terms in this section, other than termination for convenience, can we specify in the wording of the order document that the termination for convenience provision won't apply?

**Answer #3:** It is the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the bid solicitation. Any proposed changes to the terms and conditions of this RFP will be deemed to be a conditional offer and such a proposal will be deemed to be non-responsive by Canada. Bidders should raise specific concerns by requesting clarifications as per clause 2.4 Enquiries – Bid Solicitation of Part 2 – Bidder Instructions.

**Question #4:** 7.7.2: (Same question as 7.3(b)) - For SaaS vendors that don't create any IP that is assigned to customers, does this section apply? Is it possible to state in an order document that the SaaS vendor will not be creating any Foreground Information as part of the Work performed, other than data processed as the result of Canada's use of the SaaS platform?

**Answer #4:** Supplemental General Conditions 4007 is deleted in its entirety and replaced with Supplemental General Conditions 4006.

As a result, clause 7.3 Ownership included with Part 7 – Resulting Contract Clauses is deleted in its entirety and replaced in its entirety:

### **7.3 Ownership**

- (a) Canada acknowledges that ownership of the PTM Solution belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of PTM Solution as a deliverable must be interpreted as a reference to the license to access and use the PTM Solution, not to own the PTM Solution.
- (b) Canada acknowledges that, in performing any warranty and support related to the PTM Solution (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the PTM Solution.

As well, Clause 2.7 Basis for Canada's Ownership of Intellectual Property included with Part 2 – Bidder Instructions is deleted in its entirety.

**Question #5:** 7.9: If the vendor's support structure accommodates the following parameters will it be deemed acceptable?

- **Support Hours** (email, phone): Monday through Friday 1am-6pm PST, Saturday-Sunday 6am-6pm PST

- **Response times:**

**Critical** - Initial response time: 30 minutes 24X7

**Major** - Initial response time: 1 business hour

**Minor** - Initial response time: 2 business hours

**Enhancement** - Initial response time: 1 business day

**Definitions:**

**Critical** - Critical production issue affecting all customers, including system unavailability and data integrity issues, with no workaround available – not tied to our standard Support hours

**Major** - Production issue impacting a majority of customers, loss of functionality and/or significantly degraded performance, issue is persistent with no workaround – available within our provided standard support hours

**Minor** - Any system issue that affects functionality or impacts performance, workaround may be possible but not sustainable – available within our provided standard support hours

**Enhancement** - Any request for desired functionality, information request for application capability, implementation assistance, or system issue that impacts a small number of users with an acceptable workaround – available within our provided standard support hours

**Answer #5:** Section (b) On-Going Support Services of 7.9 Technical Support Services is deleted in its entirety and replaced with the following:

(b) **On-Going Support Services**

The Contractor must support effective management of the PTM Solution for the day-to-day operational activities, for development, and other related activities, including:

- (i) Providing documented tools and processes to provide the necessary support for the PTM Solution;
- (ii) Providing support as per the levels specified below:

Type	Operational support		Technical support for other services and activities
Email support availability	Must be available 24 hours per day, 365 days per year.		Must be available during Business Hours (EST).
Phone support availability	Must be available 24 hours per day, 365 days a year.		Must be available during Business Hours (EST).
Severity levels and required response times	Severity level definitions (In its communication, the severity level will be reasonably determined by Canada, and communicated to the Contractor)	Severity level response time	No security levels are required.  The Contractor must provide a response within 1 business day of the initial time of the Client's initial e-mail.
	Severity level 1: indicates total inability to use a PTM Solution, resulting in a critical impact on user objectives	The Contractor must provide a response within 60 minutes day of the initial time of the Client's initial communication.	
	Severity level 2: indicates ability to use a PTM Solution but user operation is severely restricted	The Contractor must provide a response within 2 hours of the initial time of the Client's initial communication.	
	Severity level 3: indicates ability to use a PTM Solution with limited functions which are not critical to overall user operations	The Contractor must provide a response within 3 hours of the initial time of the Client's initial communication.	
Response method	The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement). The Contractor must answer or return all calls (with a live service agent)		
SOR reference	As described with High level requirement #13 included with 10. Requirements of the PTM Solution under Annex A – Statement of Requirements.		As described with High level requirement #14 included with 10. Requirements of the PTM Solution under Annex A – Statement of Requirements.
Web support availability	The Contractor's website must be available 24 hours per day, 365 days per year, 98.5% of the time		

Any identified deficiencies in the PTM Solution (i.e. bugs, functionality which ceases to work as intended, security vulnerabilities, etc.) must be corrected within a mutually agreeable timeframe. In the event that agreement on a timeframe cannot be reached and Canada is forced to remove the PTM Solution from service, the application will be considered unavailable for the purpose of the service standard included under Annex A – Section 10. Requirements of the PTM Solution.

- i) **E-Mail Support:** The Contractor must provide the e-mail Support through the Contractor's e-mail address at **(to be filled at contract award)** \_\_\_\_\_, in English, as per the support levels referenced above.

- ii) **Telephone Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at **(to be filled at contract award)** \_\_\_\_\_, in English, as per the support levels referenced above. The Contractor must answer or return all calls (with a live service agent) The Contractor's personnel must be qualified and able to respond to the Client's questions and, to the extent possible, be able to resolve Client problems over the telephone and provide advice regarding the PTM Solution.
- iii) **Web Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line support tools. The Contractor's website must provide support in English, as per the support levels referenced above. The Contractor's website address **(to be filled at contract award)** \_\_\_\_\_.

*(Note to bidders: Above information will be completed by the Contracting Authority at Contract Award.)*

(i) **Minimum Service Levels:**

- 1) The PTM Solution must be available 99.95% of the time.
- 2) The Contractor must alert and notify the Technical Authority (via phone and email) of any breach with security implications or of any evidence that leads the Contractor to reasonably believe that such a breach is imminent, 24 hours a day, 365 days a year, and within 60 minutes of the breach time.
- 3) The PTM Solution must deliver all Notifications within 30 seconds from the time the Notification is delivered to the PTM Solution.

**Question #6:** 7.9 (b): SaaS mobile engagement vendors do not provide service level agreements (SLAs) based on message volume send times but on the uptime of their services (website). This is due to Apple Push Notification System (APNS) & Google Cloud Messaging (GCM) being the end deliverers of all push messages. Where would we add this clarification within the RFP response?

**Answer #6:** The stated requirement included under 7.9 (b) iii) (i) 3) of Part 7 – Resulting Contract Clauses is deleted and replaced as follows:

The PTM Solution must deliver all Notifications to the Apple Push Notification Service (APNs) and Google Cloud Messaging (GCM) within 30 seconds the Notification is delivered to the PTM Solution.

**Question #7:** 7.13.1 (c): SaaS mobile engagement vendors do not have control over the volume of devices that become available to receive push notifications, normal billing process besides the bi-annual payment request, is there will be a cost per mile (CPM) overage charge should a client go over the contracted amount of devices. Where would we put this clarification within the RFP response?

**Answer #7:** It is the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the bid solicitation. Bidders must provide pricing as requested in Attachment 3.3 to Part 3 of the bid solicitation. Any proposed changes to the terms and conditions of this RFP will be deemed to be a conditional offer and such a proposal will be deemed to be non-responsive by Canada. Bidders should raise specific concerns by requesting clarifications as per clause 2.4 Enquiries – Bid Solicitation of Part 2 – Bidder Instructions.

**Question #8:** 7.13.9 (a) (i, ii): If the requested service credits to do not apply to SaaS mobile engagement vendors billing policies, where would that be addressed within the RFP response?

**Answer #8:** It is the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the bid solicitation. Any proposed changes to the terms and conditions of this RFP will be deemed to be a conditional offer and such a proposal will be deemed to be non-responsive by Canada. Bidders should raise specific concerns by requesting clarifications as per clause 2.4 Enquiries – Bid Solicitation of Part 2 – Bidder Instructions.

**Question #9:** 7.17: Is this section stating that not all of the website conditions apply, but only those listed herein (a) through (e), 7.18, 7.19, 7.20 are the relevant legal terms

**Answer #9:** The legal terms of the resulting contract are included within Part 7 – Resulting Contract Clauses.

Clause 7.7.2 – Supplemental General Conditions is deleted and replaced:

#### **7.7.2 Supplemental General Conditions**

- (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

Apply to and form part of the Contract.

Clause 7.17 – Priority Documents is deleted and replaced with the following:

#### **7.17 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
  - (i) 4006 (2010-08-16), Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information
- (c) general conditions 2030 (2018-06-21), General Conditions – Higher Complexity – Goods);
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payments;
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid at contract award*), as clarified on \_\_\_\_\_ "or" as amended on \_\_\_\_\_ (*insert date(s) of clarification(s) or amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

Solicitation No. - N° de l'invitation  
**EN578-180003**  
Client Ref. No. - N° de réf. du client  
**K7D40-190612**

Amd. No. - N° de la modif.  
**004**  
File No. - N° du dossier  
**K7D40-190612**

Buyer ID - Id de l'acheteur  
**007ee**  
CCC No./N° CCC - FMS No./N° VME

**Question #10:** There is a request to provide pricing rates for data storage. Our only charge for data storage in regards to TB size is for mobile image assets should you want to use our CDN (Content Delivery Network) service. It is unclear if this will be required for the chosen vendor. Can you confirm?

**Answer #10:** It is the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the bid solicitation. Any proposed changes to the terms and conditions of this RFP will be deemed to be a conditional offer and such a proposal will be deemed to be non-responsive by Canada. Bidders should raise specific concerns by requesting clarifications as per clause 2.4 Enquiries – Bid Solicitation of Part 2 – Bidder Instructions. Bidders are referred to 3.3 Section II: Financial Bid of Part 3 – Bid Preparation Instructions for further details addressing prices to be included with the bid.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**