RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
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)
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
4th etage, 10, rue Wellington
Gatineau
Québec
K1A 0S5

Title - Sujet Next Generation Litigation Software	
Solicitation No. - N° de l'invitation 19402-170015/B	**Amendment No. - N° modif.** 004
Client Reference No. - N° de référence du client 19402-170015	**Date** 2019-08-28
GETS Reference No. - N° de référence de SEAG PW-$$XL-117-36692	
File No. - N° de dossier 117xl.19402-170015	**CCC No./N° CCC - FMS No./N° VME**

Solicitation Closes - L'invitation prend fin at - à **02:00 PM** on - le **2019-09-05**		**Time Zone Fuseau horaire** Eastern Daylight Saving Time EDT

F.O.B. - F.A.B.

Plant-Usine: ☐ **Destination:** ☐ **Other-Autre:** ☐

Address Enquiries to: - Adresser toutes questions à: Chadha, Sampan	**Buyer Id - Id de l'acheteur** 117xl
Telephone No. - N° de téléphone (613) 794-7602 ( )	**FAX No. - N° de FAX** ( ) -

Destination - of Goods, Services, and Construction:
Destination - des biens, services et construction:

DEPARTMENT OF JUSTICE CANADA
275 SPARKS ST, ROOM 12006
ISB internal services
Attn: Admin Services
email invoices: admin.services-isb@
@justice.gc.ca
OTTAWA
Ontario
K1A0H8
Canada

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**

Question and Answer 4

Question 20:

RFP 2.3, Submission of bids, page 7.

Please verify the email address for submission is:

tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca,as per the instructions on the website

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/24#transmission-by-facsimile

Answer 20:

The e-mail provided on the website is the correct one to use when using the ePost Connect service to respond to the solicitation.

Question 21:

Can we return the requested evaluation criteria technical information in Annex C in a sortable, searchable excel spreadsheet or would you like us to preserve the Word format and sequencing of the original RFP?

Answer 21:

Justice can accept either format, Excel or Word, provided that the original sequencing of the requirements and labelling of the columns are retained. For example, for the mandatory requirements the columns "reference, requirement, description" and your answers for each requirement are clearly set out in separate columns.

Question 22:

Section 7.19.1 identifies a need for licensing for up to 10 environments. But 7.19.2(a) states that "the Licensed Software may be deployed in as many installations and locations… as the Client sees fit." Please clarify this contradiction.

Answer 22:

"Installations and locations" should not be conflated with "environments". Justice will purchase the licensed software for up to 10 independent environments. Section 7.19.2(a) does not accord Justice the right to have more than those 10 independent environments at any one time.

Question 23:

Do the 10 environments for implementing the proposed solution described throughout the RFP consist of 1 Development and 1 Staging /Test environment, plus 8 Production environments? Or does this anticipate 10 production environments, plus 1 Development and 1 Staging/Test environment for a total 12 environments?

Answer 23:

The expected maximum number of environments is 10. See section 6 on p. 46:

- Development
- Staging and Testing
- Production A
- Production B
- Production C

The other 5 environments are reserved for future use. Please note that Justice may change the configuration of its environments to suit its operational requirements, but will have a maximum of 10.

Question 24:

For the Processing solution. Do the 15 named users, of whom 5 are concurrent users, represent the total users needed to support all 10 environments, or is this the number for each of the 10 environments for a total of 150 and 50 users respectively?

Answer 24:

The expected total number of named users is 15. Those users will need to have access to all of the 10 environments. It is conceivable that a user will log into environment A and commence a task, and then log into environment B to commence another task. A different user may do the same in the same 2 environments. For this reason we require that an environment can support 5 users concurrently. At maximum therefore, those 15 named users could constitute 50 concurrent users, 5 in each environment.

Question 25:

In Annex A, Section E, where JUS "anticipates purchasing… Processing licenses for 15 named users, of whom a maximum of 5 may be concurrent processing up to 1TB per month, over 10 independent environments…", please clarify what is meant by "over". Does it mean that the processing team will serve all 10 environments from a centralized or quasi-centralized location or workflow? Or does it mean that processing capabilities for 1TB will be needed locally in each of the 10 environments?

Answer 25:

By "over 10 independent environments" Justice means that the processing load of up to 1 TB per month would be spread over the 10 environments, but that load could be distributed quite unevenly. For example, in a given month, environment A is processing 1 TB and all the remaining environments are processing 0 TB. In the next month, each of the 10 environments is processing 100 GB. In both of these examples, the total processing load is 1 TB. The processing capacity must be independent for each environment. The processing team members are located across Canada and require remote access to the processing solution.

Question 26:

The Mandatory Technical criteria in Annex C, Section B.PM1 – Scope of Solution -- defines the requirement to "support ingestion of evidence at a minimum rate of 25 GBs per hour."

For pricing purposes, is it a correct assumption that the processing of 1TB per month and 25GB per hour is meant to be the total throughput for delivery of processing services to all 10 environments inclusively (meaning across all 10 environments and not 1TB at a rate of 25GB per hour per environment for a total of 10TB and 250GB per hour)?

Answer 26:

As noted in answer 25, the processing load of up to 1 TB per month would be spread over the 10 environments. However, the minimum of 25 GBs ingestion per hour (see PM1) applies to each of the 10 environments. For example, in a given hour, the 25 GB ingestion per hour capacity may be needed for environment A and the same capacity would be needed at the same time for environment B.

Question 27:

The pricing table in Annex B, Table 2, Item 2 calls for the Processing License fee plus Support & Maintenance (S&M) fees for the year in which it is purchased in accordance with the note at the bottom of

Table 2. S&M for the optional Processing License is also calculated in Table 4, Item 3. If we understand the instructions correctly, adding S&M in Table 2, Item 2 for the 1st year Processing License fees appears to be a double counting since S&M is accounted for in Table 4, Item 3. Should we proceed with adding the S&M fee to Table2 Item 2 as instructed despite this anomaly?

Answer 27:

Table 2, Item 2 is subject to the following note: "the unit price for any license or processing capacity must include the annual maintenance and support services for that item in the year that it is purchased." Therefore, the first year of support would already be paid for in Table 2. It is not known what year Justice would be purchasing the support in the Initial Contract Period. Table 4, Item 3 Column A is for a single year of support within the Initial Contract Period. The calculation in Table 4, Item 5 simply assumes that in the Initial Contract Period only one year of support will be required. This is also true for support for each named user, Table 4, Item 1, Column A.

Question 28:

Can bidder propose PoP server sizing to meet mandatory processing requirements as listed in Annex C, Section B PM1?

Answer 28:

The bidder is welcome to suggest server configuration for the PoP (PM1), but Justice reserves the right to make all final configuration decisions.

Question 29:

Does The Department of Justice Canada prefer to have the ability to perform integrated Processing in RAP platform?

Answer 29:

As noted in RR6, "The Review, Analysis and Production Solution should allow for seamless integration with the Processing Solution, i.e. evidence ingested in the processing phase should flow to the review phase with minimal user intervention."

Question 30:

What percentage of cases per year are expected to be archived from Processing and RAP?

Answer 30:

Going forward, Justice expects the archival rate of its caseload will be between 10-20% annually.

Question 31:

What common or uncommon data and file types are expected to processed?

Answer 31:

The expectation is that Justice should be able to process any type of electronic file. The types of files that have been encountered in processing to date are for the most part the common file standards that exist in the Government of Canada user communities, including all Microsoft Office formats, Microsoft Exchange, Lotus Notes, PDFs, text files (such as .txt, .csv), image formats (such as .tiff, .jpeg, .gif, .bmp), audio and video formats (such as .mp3, .mp4, .avi), CAD formats and GIS map formats. For uncommon file types, Justice has encountered proprietary files that may be associated with field operations devices, and any external file formats that could have originated on social media or the Internet. Bidders should be guided in this regard by mandatory and rated requirements as set out in Annex C.

Question 32:

Does The Department of Justice Canada require a technical design which takes redundancy into account?

Answer 32:

Justice does not require a technical design as part of the bidder's submission. Following the Contract Award Date, the Contractor would have to meet the specific deliverables as set out in the Tasks and Deliverables in Annex A-7.

Question 33:

What is the available network bandwidth for data transfer between the 10 independent environments?

Answer 33:

Currently, Justice has some independent environments hosted in different enterprise data centres that have fibre data connectivity between them. Others are hosted in air-gapped data centres. To date, the need for inter-connectivity of environments has been limited to transferring data from one environment to another.

Question 34:

With respect to Section 7.20, page 41, "Language of Support Services": While we deliver a software solution with a French language user interface, including the online help documentation, and French language versions of our software manuals, we do not have the ability to deliver live support services in French

• Respectfully, we request that Canada amend the requirement in Section 7.20, "Language of Support Services", to deliver support documentation in English and French, but deliver live support only in English.

Answer 34:

Justice amends the "Language of Support Services" requirement as follows:

At Part 7, section 7.20 B. :

DELETE:

Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

Justice draws the attention of all bidders to the mandatory and rated requirements as set out in Annex C with respect to bilingualism. Please also refer to Q38.

Question 35:

Should the training program assume previous knowledge of Nuix functionality and quote upgrade training? Or should the quote assume no knowledge of Nuix products for all user roles?

Answer 35:

The Bidder may assume for training purposes that most users have varying degrees of knowledge and experience with eDiscovery software, in particular Nuix eDiscovery Workstation and Ringtail. However, for the purposes of the quote, the bidder may not assume that this is just upgrade training.

Question 36:

Does DOJ prefer a train-the-trainer model for the end users? Or will DOJ look to the vendor to train all users in all roles?

Answer 36:

Justice is expecting to use the "train the trainer" approach to train its end-user community.

See p. 41:

"The purpose of this Initial Training is to develop a base of knowledge among core user groups, based on a 'train the trainer' approach, which will then be internally disseminated to additional new users."

Question 37:

As per 7.21, the initial training for 100 users will be onsite. Are all follow on trainings onsite, or does the customer desire a remote learning option?

Answer 37:

Justice refers to the text of 7.21 B(ii): "The training must be provided in the National Capital Region or as requested." This may include training on site or delivered remotely.

ii. **Task Authorization Training:**

Following the Initial Training, the Contractor must provide additional training on the software on an "as-and-when-requested" basis during the entire Contract Period (including during any and all option years exercised by Canada) when a Task Authorization for training is issued in accordance with the Contract. Canada may issue a Task Authorization whenever it has at least 5 people who require training. The training must be provided in the National Capital Region or as requested in the Task Authorization. The training must be available within 15 working days of the Task Authorization being issued.

Question 38:

In reference to both Section 7.20, B, page 41 and CM2 in Annex C, can you confirm that live bilingual technical support is a mandatory requirement?

Answer 38:

Live bilingual technical support is not mandatory.

See answer to Question 34.