

Treasury Board of Canada Secretariat**Questions and Answers Series 2****RFP 24062-24-063****Question 1**

In section 2.1, you state that you are looking for a "Web Building Platform with Maintenance and Hosting is a collaborative web-based software, either software as a service (SaaS) or custom off-the-shelf (COTS), for building multilingual websites."

Would TBS be interested in an open-source solution (such as Drupal or WordPress) that provides the same functionality, or are you strictly looking for a SaaS solution?

Answer 1

No, Drupal and WordPress do not provide a full solution to the requirement in the RFP. The Crown is requesting a Web Building Platform that is owned by the Contractor, the Contractor must provide the maintenance as outlined in the RFP. The hosting is more flexible; all timelines, security and fixing parameters outlined in the RFP must be followed.

Revised Answer 1:

See RFP Amendment 2 for clarification that the Crown is seeking a Managed Service that will be used to inform the financial management community of program activities and events. The Web Building Platform will be user friendly, accessible, bilingual, and easy to update and maintain. The current FMCD website will need to be migrated on the Contractor's Web Building Platform.

Question 2:

Do you have a budget for this project that you are willing to share with vendors?

Answer 2:

The Crown anticipates that the project could be less than the limit of the Canada-Korea Free Trade Agreement, which is \$88,495 + Ontario HST.

Revised Answer 2:

The maximum budget amount the Crown will allocate to this contract is approx. \$200,00.00 + applicable taxes for the initial and all option years if the Crown chooses to extend the contract.

Question 3

We respectfully request a week extension to the March 19 due date of this RFP. With March break and already scheduled time off happening between the date of posting and the due date it will be difficult to be able to provide a comprehensive response to these requirements. If the due date can be pushed out it will allow more time for complete and accurate responses to the requirements.

Answer 3

The Crown will extend the RFP closing date to March 26, 2024 at 2:00 PM EDST. The timelines outlined in the Statement of Work for tasks and deliverables will NOT change, the successful Bidder must meet the timelines as stated in the RFP.

Revised Answer 3:

The RFP closing date is extended to **April 2nd, 2024 @ 2pm**. The timelines required in the Statement of work remain as is.

New Questions and Answers

Question 4

Section 4.1 of the RFP mentions *“Provide the complete replication of the current FMCD website onto the Contractor’s Web Platform and servers/cloud-based hosting”*, and in the Pricing schedule requires a fixed price for *“The replicated website will be required to go through full functionality and quality assurance testing, and acceptance testing by the evaluators.”*

Yet also refers in Section 4.1 that compliance guidelines with GC; *“Style Guide, Accessibility and Usability”*, and in section M1 page 23; *“is designed to meet Government of Canada web accessibility standards to ensure that all websites and webpages generated by the application are accessible to all users.”*

Given the current FMCD website does not comply with the listed GC guidelines, vendors therefore cannot provide both; a replicated FMCD site, as well as meeting Government of Canada standards compliance including the GC style guide and components support.

With site alterations and significant HTML mark-up content cleansing needed during migration, how would you propose vendors proceed given the fixed price and conflicting request?

Answer 4

The new web site must comply with GC Style Guide, Accessibility and Usability, and replicate the current FMCD website as closely as possible.

The Bidder must determine their pricing, the Crown is looking for a **managed service**.

Question 5

Can FMCD clarify the web hosting standards requirements to host a canada.ca sub domain site; e.g. Canadian soil, ITSG-33, must the vendor hold a DOS clearance?

Answer 5

The bidder/contractor does not require a DOS clearance to host the web site.

Question 6:

Section 2.1 specifies, *“either software as a service (SaaS) or custom off-the-shelf (COTS)”*. As (SaaS) is not well defined, and R2 are the highest points, we would request you alter R2; from *“The Bidder should demonstrate that their existing Web Building Platform with Maintenance and Hosting is a Software as a Service (SaaS)”* to; *“The Bidder should demonstrate that their existing Web Building Platform with Maintenance and Hosting is a fully Managed Service”*

Answer 6:

The Crown is looking for the bidder to provide a Managed Service, R2 has been removed.

Question 7:

Given FMCD is required to meet Government of Canada; Style Guide and Usability, we request that M1 be elaborated so that bidders fully demonstrate these capabilities.

Answer 7

The details for web sites can be found on Web Experience Toolkit . The Crown will not be inserting the details of the Web experience toolkit in M1.

Question 8:

Could you let us know what the budget is for this work?

Answer 8:

The Crown has increased the budget for this work to **\$200,000.00** (applicable taxes are extra) , the amount represents the complete budget for the initial year and all option years. Please see Amendment 2 to the RFP.

Question 9:

Could we request an extension to the submission deadline?

Answer 9

The Crown will extend the RFP closing date to **April 2, 2024** at 2:00 PM EDST. The timelines outlined in the Statement of Work for tasks and deliverables will NOT change, the successful Bidder must meet the timelines as stated in the RFP.

Question 10:

Could you please confirm you are not looking for a COTS, but a custom solution for the same?

Answer 10

The Crown is looking for a **managed service**.

Question 11.

Could you let us know if you are open to an east coast agency to do this work as we have for numerous other clients across the country for similar engagements or do you have a local preference?

Answer 11

The Crown is looking for the best solution, there is no preference given to a local supplier.

Question 12

In Questions and Answers Series 1, the TBS' response to question 2 indicates an anticipated budget of \$88,495. Can TBS please confirm if this anticipated budget represents the total cost for licenses and professional services over the two-year term?

Answer 12

The Crown has increased the budget for this work to **\$200,000.00** (applicable taxes are extra), the amount represents the complete budget for the initial year and all option years.

Question 13

In Attachment 1 to Part 3, Pricing Schedule, the second task Maintenance and Hosting of Web Building Platform provides a description that includes licenses and professional services. Can TBS confirm if the vendor is expected to include both licenses and professional service hourly rates in this section?

Answer 13

Licenses should be included with the **managed service**.

Question 14

Can TBS confirm the number of users and the amount of annual page views the Web Building Platform will require?

Answer 14

The Crown has not been collecting these metrics, hence, cannot supply them.

Question 15:

Section 6.2 of Part 6 – Resulting Contract Clauses states that 2035, General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

Section 24 – Liability of General Conditions 2035 states that no limitation of liability applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. As we are a reseller of a web building platform developed by a third-party software vendor, we would like to have a limitation of liability included in the Articles of Agreement. Are you open to including a limitation of liability in the Articles of Agreement?

Answer 15:

No. The Crown will not add or subtract any Terms and Conditions from this RFP or the Resulting Contract Clauses in Part 7.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

Question 16:

Section 6.2 of Part 6 – Resulting Contract Clauses states that 2035, General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

Section 30 – Termination for Convenience of General Conditions 2035 provides a termination for convenience right in favour of Canada and Section 6.2 of Part 6 – Resulting Contract Clauses modifies this Section 30 – Termination for Convenience of General Conditions 2035 to state that the Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

We are a reseller of a web building platform developed by a third-party software vendor. The third-party software vendor maintains a firm policy that for any software licensed, the license fee for a subscription year (subscription year = 12 months) must be paid at the beginning of the subscription year in full, and they do not provide refunds to resellers or direct clients in the event of the early termination of a license. Are you open to adding clarifying wording in the final contract that states in the event that the Contract is terminated by Canada for convenience after the start of a subscription year, the Contractor would be not required to refund Canada the license fees pertaining to the remaining term on the subscription year that will not be completed?

Answer 16:

Amendment 2 of the RFP changed the requirement to a Migration of a current web-site and managed service. The Crown is not looking to purchase a license, rather purchase a service which will include the license and support.

Question 17:

Section 6.2 of Part 6 – Resulting Contract Clauses includes 4003, Licensed Software, in the Supplemental Conditions.

Section 13 - Right to License of Licensed Software 4003 states that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or an annex to the Contract listed in the Priority of Documents section in the Articles of Agreement form part of the Contract.

We are a reseller of a web building platform developed by a third-party software vendor. We are required by the third-party vendor to pass on the vendor's end user agreement in the form of links to the vendor's end user agreement. Do you agree to include the vendor's end user agreement as part of the Articles of Agreement and, furthermore, do you agree that such inclusion can be by the way of links to the vendor's end user agreement?

Answer 17:

No, the Crown will not accept the Bidder's end user agreement as part of their bid solicitation. The Crown will not sign any Vendor's Terms & Conditions.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.