



Transport
Canada

Transports
Canada

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November 22, 2018

ADDENDUM NO. 2

Subject: Request for Proposal No. T8080-180316
Requirement Analysis, Option Analysis and Development of an Operation Model for a Vehicle-to-Everything (V2X) Security Credential Management System (SCMS) Platform for Canada

Further to the above-mentioned Request for Proposal, this Addendum (#2) is to advise potential bidders of the question(s) received during this tender call to date. Both the question(s) and the response(s) are indicated in the attached Annex A-1.

Addendum is also to address revisions to documents within the Request for Proposal and the revision is as follows:

Delete in its entirety:

Appendix B Statement of Work, Section 3: Tasks

3.1.1 Requirement Analysis

3.1.1.1 Literature Review

Literature review of European Union C-ITS Security Credential Management System (EU CCMS) policy and design, including but not limited to:

- *C-ITS Platform*, European Commission
- *Certificate Policy for Deployment and Operation of European Cooperative Intelligent Transport Systems*, European Commission
- *Security Policy & Governance Framework for Deployment and Operation of European Cooperative Intelligent Transport Systems*, European Commission

3.1.1.2 Literature review of US Department of Transportation (DOT) SCMS design, including but not limited to:

- *Vehicle-to-Vehicle Communications: Readiness of V2V Technology for Application*, National Highway Traffic and Safety Administration
- *Vehicle Safety Communications Project Study 3 Final Report*, Crash Avoidance Metrics Partnership
- *SCMS Proof-of-Concept Implementation: EE Requirements and Specifications Supporting SCMS Software Release 1.1*, Crash Avoidance Metrics Partnership
- *National Security Credential Management System (SCMS) Deployment Support: SCMS Baseline Summary Report*, U.S. Department of Transportation

3.1.1.3 Literature review of Transportation Australia Gatekeeper policy and design, including but not limited to:

- *Gatekeeper Public Key Infrastructure Framework*, Australian Government Digital Transformation Office

3.1.1.5 Review of Canadian data privacy legislation as it applies to SCMS, including but not limited to:

- *Privacy Act*, Government of Canada
- *Personal Information Protection and Electronic Documents Act*, Government of Canada
- *Personal Information Protection Act*, Government of British Columbia
- *Personal Information Protection Act*, Government of Alberta *Act Respecting the Protection of Personal Information in the Private Sector*, Government of Quebec

3.3.1.3 Develop schematics of system architecture for prototype and full scale deployment, including details on the estimated number of each type of Certificate Management Entity and recommended geographic distribution, including but not limited to:

- Electors (if applicable)
- Root Certificate Authority/Authorities
- Intermediate Certificate Authorities
- Enrollment Certificate Authorities
- Pseudonym Certificate Authorities
- Registration Authorities
- Linkage Authorities
- Misbehaviour Authority

3.5.1.1 In consultation with the Project Authority and stakeholders, develop a recommended Certificate Policy (CP) for SCMS operations in Canada, in accordance with RFC3647, including but not limited to:

- key management practices (e.g. life-cycling of components, certificate signing algorithm, certificate validity periods, data signing algorithm);
- local security practices of data centres (e.g. physical controls, personnel controls, procedural controls);
- technical security practices (e.g. computer security controls, network security controls, cryptographic module controls);
- operational PKI practices for entities in the system (e.g. registration/deregistration, key compromise, certificate updates, disaster recovery, private key recovery, audit requirements, non-disclosure practices);
- legal provisions (e.g. obligations, liabilities, consent);
- Certificate and CRL format;
- administration of the CP;
- interactions with CV PKI systems from other jurisdictions.

Insert the following:

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- legal provisions (e.g. obligations, liabilities, consent);
- Certificate and CRL format;
- administration of the CP;
- interactions with CV PKI systems from other jurisdictions.

All other terms and conditions remain unchanged.

Tenderers are to acknowledge this Addendum by signing in the space provided below and enclosing a copy of this document with their tender submission.

Yours truly,

Jianna-Lee Zomer
Contracting Specialist
Materiel and Contracting Services
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Email: jianna-lee.zomer@tc.gc.ca

RECEIPT ACKNOWLEDGED

Name of Company _____

Signature _____

Canada

Annex A-1.

Question 1:

Given the ambiguity of Phase 2C work, it is very difficult to commit to a mix of labor needed to fulfill requirements that would be assigned, and therefore to construct an appropriate per diem rate. Are bidders able to specify a per diem rates for multiple categories of labor instead?

Answer 1:

The bidder must include the maximum per diem rate for any mix of labor required to deliver work in Phase 2C as described in Sections 3.6, 4.4, and 5 of the Statement of Work.

Question 2:

Section 1.3 entitled “Estimated Value” states, “the total estimated value of contracts emanating from this RFP is \$1,300,000 (including HST).” Please confirm whether the estimate is for Phase 1 only, or for all phases combined, and confirm that the estimate is expressed in Canadian dollar currency.

Answer 2:

This estimate is expressed in Canadian Dollar currency and covers both Phase 1 and Phase 2 (A, B, and C), including any combination of contract options invoked by Transport Canada (including work on a per diem basis as per Phase 2C – Contract Option 3).

Question 3:

Will Transport Canada be paying the venues directly for the workshops? If not, will the contractor assume financial liability in the event of a forced cancellation of one or more workshops?

Answer 3:

The contractor will be reimbursed on a receipt basis for any costs pre-approved by the Technical Authority, in writing, related to administering the workshops (including venue, hospitality and workshop materials). Notwithstanding, the labour required to organize, facilitate, lead and deliver the workshops shall be included in the competitive price of the bid (Appendix A – Offer of Services). In the event that a workshop is cancelled by Transport Canada, Transport Canada will reimburse non-refundable receipt based costs that were pre-approved in writing by the Technical Authority.

Question 4:

Are the workshop stakeholders responsible for paying for their own hotels, or will the selected contractor fund hotel space for invited stakeholders? Is there a minimum and maximum number of attendees expected?

Answer 4:

The contractor is not responsible for covering accommodation costs for invited stakeholders. Any stakeholder travel costs funded by Transport Canada, will be arranged by Transport Canada outside of the scope of this RFP.

The bidder must include their labour costs to organize, facilitate, lead and deliver the two workshops based on an estimated 60 participants as per Section 4.1 of the Statement of Work. Notwithstanding, the pre-approved venue, hospitality and workshop material costs will be reimbursed on a receipt basis and are to be estimated at \$25,000 CND per workshop by each bidder as per Section 18.4 of the Statement of Work.

Question 5:

Does Transport Canada expect to have any paid guest speakers at the workshops?

Answer 5:

Any paid guest speakers will be arranged by Transport Canada outside of the scope of this RFP (including travel costs and remuneration).

Question 6:

Section 5.1.8 references “Interim reports and final reports.” Please define what must be provided in order to be considered “sufficient detail”.

Answer 6:

Sufficient detail meaning that each Task (as per Section 3 of the Statement of Work) is addressed in the reports with analysis and reasonable depth consistent with the estimated level of effort (as per Section 11 of the Statement of Work) prorated as per the schedule in Section 4 of the Statement of Work.

Question 7:

To assist in schedule and pricing development, Can Transport Canada offer a definition of the deliverables’ acceptance criteria? (For example, the need for, and timing of, one or more draft submissions and subsequent approvals.)

Answer 7:

Section 4 of the Statement of Work provides timelines for the first submission of each deliverable to Transport Canada. Transport Canada will make every effort to provide feedback in the form of written comments within two weeks of receipt of each deliverable.

Comments must be addressed (in the form of revised deliverables) by the contractor within one week of receipt, by the contractor, as per Section 18.2 of the Statement of Work. All deliverables must be provided to the satisfaction of the Technical Authority as per Section 17 of the Statement of Work.

Question 8:

May payments be made in US Dollars?

Answer 8:

All payments will be made in Canadian currency in accordance with Section 5 of the RFP.

Question 9:

Please remove references "but not limited to" as this Contract is Firm Fixed Price and we need to bound what we are reviewing and providing in our assessments.

Answer 9:

The following Sections in the Statement of Work have been revised to remove this wording:

- 3.1.1.1
- 3.1.1.2
- 3.1.1.3
- 3.1.1.5
- 3.3.1.3
- 3.5.1.1

Any additional work required under these sections, will be requested by Transport Canada in accordance with Contract Option 3, as described in the Statement of Work.

Question 10:

Please provide a copy or link to the Appendices B, C and D of the National Joint Council Travel Directive.

Answer 10:

Here is the link to the Appendices B, C and D of the National Joint Council Travel Directive:
<http://www.njc-cnm.gc.ca/directive/d10/en>

Question 11:

Besides Canada, is the Contactor expected to travel to any other countries?

Answer 11:

The contractor is required to travel to Canada and the United States as per Section 4 of the Statement of Work. Travel expenses will be reimbursed as per Section 13 on a receipt basis. However, labour for travel time to attend the estimated number of meetings (in Section 4 of the RFP) should be included in the competitive price of the bid (Appendix A – Offer of Services).

Additional travel to support Transport Canada may be requested in accordance with Contract Option 3, as described in the Statement of Work. Additional travel costs incurred under Contract Option 3, will be reimbursed in accordance with Section 13 of the Statement of Work and travel time will be paid up to a maximum of 8 prorated hours per day at the per diem rate.

Additional travel to other countries outside of Canada and the United States is not a mandatory requirement for the contractor.

Question 12:

Section 13, entitled “TRAVEL” states that the Contractor to attend the minimum number of consultation sessions and workshops, as outlined in Sections 3-4, and that the costs shall be included in the price of the contract and paid in accordance with the applicable provisions set out in the Basis of Payment. If the travel exceeds \$45,000 how will that be reimbursed?

Answer 12:

If the travel does exceed \$45,000 the contract will be amended under the estimate travel price section. All travel costs must be pre-approved by the Technical Authority at Transport Canada.

Question 13:

Section 14, entitled “INTELLECTUAL PROPERTY”: What is Transport Canada’s expectation of public dissemination?

Answer 13:

Transport Canada reserves the right to distribute or make publically available any of the deliverables (or portion thereof) as deemed appropriate by the Technical Authority.

Question 14:

Section 15, entitled “CONFIDENTIALITY REQUIREMENT” states that Contractor shall “Not reproduce, in any form, any portion of the documentation or demonstration considered proprietary by TC.” How will Proprietary and Confidential information be labeled or marked by Transport Canada?

Answer 14:

Confidential information will be marked with the label “PROPRIETARY AND CONFIDENTIAL” in the header at the top of each page. Please note that information with a “Protected” designation as per the Government of Canada levels of security will not be handled by the contractor as there is no security requirement for this RFP.

Question 15:

Section 16, entitled “COMMERCIALLY SENSITIVE INFORMATION” states that “The information provided as part of the process may include information that is commercially sensitive. Any information provided as part of this process will be protected from disclosure to the extent permitted by law.... Before receiving the data or information, the contractor must conclude a formal agreement with Transport Canada on the handling, use and final disposition of the data. Could Transport Canada provide a copy of the formal agreement regarding handling, use and final disposition of the data?”

Answer 15:

Please refer to Appendix F of the agreement template.

Question 16:

What are the Acceptance Criteria? Section 17 entitled “ACCEPTANCE” states “All work and services shall be provided to the entire satisfaction of the Technical Authority prior to payment of invoice.”

Answer 16:

Deliverables will be accepted, at the sole discretion of the Technical Authority, on the basis of quality as well as scope and depth as described in the Statement of Work. This being said, regular communication between Transport Canada and the contractor is expected to help ensure that both parties maintain a clear understanding of the acceptance requirements as it pertains to deliverables under the contract.

Question 17:

Section 18.3 entitled “Project Support” states that “Transport Canada will assist in coordinating meetings with Canadian government officials to provide necessary input in determining and understanding considerations relating to law enforcement, privacy legislation, security, critical infrastructure management, federally owned IT networks etc. Transport Canada will also assist in coordinating meetings with private stakeholders, connected vehicle pilot site stakeholders, and public-sector stakeholders from other levels of government and the United States government, as needed throughout the project.” Please provide additional details on what is meant by assist?

Answer 17:

Transport Canada will help with identifying the appropriate government and stakeholder contacts as well as facilitating introductions and meetings, as appropriate.

Question 18:

All hospitality and event expenditures must be in accordance with the Government of Canada Directive on Travel, Hospitality, Conference and Event Expenditures and authorized in advance by the Technical Authority. Please provide a copy of the “Government of Canada Directive on Travel, Hospitality, Conference and Event Expenditures.”

Answer 18:

Here is the link to the Government of Canada Directive on Travel, Hospitality, Conference and Event Expenditures: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=27228>

Question 19:

Section 19.2 entitled “Technical Authority” states, “Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.” Please confirm that such changes shall be mutually agreeable by both parties and Contractor will be equitably compensated for those changes.

Answer 19:

In the case of a contract amendment, any revisions and changes to the tasks, scope of work and contract price will be mutually agreed to by both parties.

Question 20:

Section 21. entitled “CONTINGENCY” states “The Contractor must provide a contingency plan if, in the course of the assignment, a resource becomes unavailable due to unavoidable circumstances. This plan will assure that the deadlines of the work are respected, as requested by the Project Authority. Please confirm that a contingency plan is not required as this is a Firm Fixed Price Contract, and the Contractor will be responsible for making sure proper resources are allocated for the work being performed.

Answer 20:

As bids are being evaluated based on the expertise and experience of proposed resources, this clause remains in effect. In the case a proposed resources becomes unavailable, the contractor must replace the resource in accordance with Section 20 of the Statement of Work and provide a contingency plan to minimize project delays.

Please note that a contingency plan is only required when a proposed resource is replaced as per Section 20 of the Statement of Work.

Question 21:

Section 5.3 entitled “Time of the Essence” states “The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay.” Please confirm that the Contractor will be equitably reimbursed for the work-around plans and additional time to execute the work.

Answer 21:

In the case of an excusable delay as per Section 5 of Appendix E, a contract amendment will be negotiated to adjust the scope of work and/or the contract price to the satisfaction of both parties.

Question 22:

Section 8.1 entitled “CONTRACT SECURITY” states “8.1. the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document

entitled “Contract Security Requirements”. Please provide a copy of the Contract Security Requirements.

Answer 22:

Contract Security does not apply to this requirement.

Question 23:

Section 8.2. states “Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or Surety Company that the required contract security will be provided upon notification of contract award to the successful tenderer.” What is considered evidence?

Answer 23:

Contract Security does not apply to this requirement.

Question 24:

Section 9. 1 entitled “INSURANCE” states “If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled “Insurance Conditions”. Please provide a copy of the Insurance Conditions.

Answer 24:

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

Question 25:

Section 10. entitled “FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY” states “The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.” Please provide a copy of Federal Contractors Program for Employment Equity and/or confirm that a US based firm does not need to comply with this regulation.

Answer 25:

The Federal Contractors Program for Employment Equity does not apply to US based firms. However US based firms must still check off the bottom portion of the Appendix I – Federal Contract Program for Employment Equity located in the Request for Proposal form that states N/A and sign off on it and submit it within their proposal.

Question 26:

Will Transport Canada accept commercial terms and conditions instead of the Laws of Canada?

Answer 26:

No, Transport Canada will not accept commercial terms and conditions instead of the Terms and Conditions in Canada.

Question 27:

Appendix C, Section 4, (RFP page 35), instructs Offerors to use a contract award date of January 15, 2019 in building the project plan. Offerors are also instructed to use a Phase 1 completion date of March 31, 2020 for pricing (Appendix A, Section 4.1.1, RFP page 6). Appendix B, Section 4.1 (RFP page 23) instructs Offerors to finalize Phase 1 activity 52 weeks after contract award. However, the Phase 1 completion date of March 31, 2020 is 62 weeks after an award date of January 15, 2019. In developing project plans and pricing, should Offerors use an assumed contract award date of January 15, 2019 or March 31, 2019?

Answer 27:

For the purposes of developing a project plan as per R1 in Section 4 of Appendix C – Evaluation Criteria, the bidder is to assume the contract award dates specified in this section and completion dates as per the schedule of deliverables in Section 4 of the Statement of Work.

The dates referenced in Section 5 – Method of Payment, are absolute contract end dates for payment purposes should there be a delays in work or acceptance of deliverables.

Question 28:

In the event a proponent, either as a primary respondent or as an entity who is part of a joint submission with a primary respondent, is selected for this RFP, is such selected proponent or entity who is part of a selected joint submission, disqualified from bidding on any resulting or subsequent RFP's that may be issued for the design, implementation or operations of any solution envisioned in this RFP?

Answer 28:

Transport Canada does not foresee any circumstances whereby a respondent to this RFP would be disqualified from future Transport Canada RFPs related to designing, implementing or operating a Canadian SCMS.

Question 29:

Question is regarding RFP APPENDIX “B”, Section 11 – Level of Effort. To assist us in validating our analysis of the RFP tasks and Project Schedule, please provide clarification on how Transport Canada derived the estimated level of effort documented in Section 11 of RFP Appendix “B”.

Answer 29:

It is estimated that a highly qualified resource (i.e. a resource with a perfect score in Section 4 – Technical Requirements) working full -time and dedicated solely to this project would be able to adequately complete the tasks and deliverables in accordance with Section 3 and 4 of the Statement of Work, as per the Project Schedule, with the following assumptions:

- For Phase 1 there are 240 person-days in a 52 week period - less vacation, professional development, holidays, sick time etc.

- For Phase 2A there are 110 person-days in a 24 week period - less vacation, professional development, holidays, sick time etc.
- For Phase 2B there are 120 person-days in a 26 week period - less vacation, professional development, holidays, sick time etc.

Notwithstanding, bidders may choose to assign a mix of resources to various elements of the project and adjust the number of person-days accordingly based on the expertise and experience of the proposed resources.

Question 30:

There are some projects references that are for the private sector that are confidential where we are unable to disclose the client name or contact information directly in our proposal due to client confidentiality agreements. These projects are very relevant to the SOW and would be of great benefit to Transport Canada in providing the requested services. In these cases, could Canada confirm that providing a generic description of the company would suffice?

Answer 30:

For the Mandatory Requirements as per Appendix C – Section 3, the name of the client organization and contract person for verification must be provided.

For the Technical Requirements as per Appendix C – Section 4, Transport Canada will accept a generic description of the client with an attestation from the bidder stating that a confidentiality agreement is in place for the purposes of meeting Appendix C – Section 2, requirement 7. Alternatively, bidders may also seek to obtain an exception from the client for the purposes of responding to this RFP. Please note that any sections of bids that contain proprietary or confidential information should be clearly marked with the wording “PROPRIETARY AND CONFIDENTIAL” and will be treated as confidential.

Question 31:

Criteria R2 states “Bonus: an extra 2 points will be awarded per relevant project with operations that cross international boundaries. The total for this criterion shall not exceed 5 points.”. Given that 2 points would be awarded per project, it is not clear how the maximum points will be awarded. Could the Crown please provide further clarification as to how the bonus points will be allocated? (e.g., 2 points per project, up to 3 projects, for a total of 6 bonus points)

Answer 31:

The maximum allowable points for the *Complexity of experience* component under R2 is 5 points total - including the score for the largest project and 2 point bonus for each project with operations that cross international boundaries.

For example, if a bidders submits a description of 3 projects whereby the largest project has 15,000 end users and two of the projects have operations that cross international boundaries, points would be awarded as follows:

- 2 points for the largest project having between 10,000-19,999 end users
- 2 bonus points for one project with operations that cross international boundaries
- An additional 1 bonus point (up to the maximum of 5), for a second project with operations that cross international boundaries

Question 32:

Will Transport Canada allow the Awarded Contractor's proposal to be incorporated into the Awarded Contract for reference?

Answer 32:

Yes, Transport Canada will incorporate the awarded Contractor's proposal into the final contract document as a reference.