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11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2

Gatineau
Quebec
K1A 0S5

Bid Fax: (819) 997-9776

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

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

Mainframe & Business Software Procurement
Division / Div des achats des ordi principaux et des
logiciels de gestion
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
4th etage, 10, rue Wellington
Gatineau
Quebec
K1A 0S5

Title - Sujet RFSA - SaaS Method of Supply (GC)	
Solicitation No. - N° de l'invitation EN578-191593/F	Date 2019-06-03
Client Reference No. - N° de référence du client 20191593	Amendment No. - N° modif. 002
File No. - N° de dossier 003eem.EN578-191593	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$EEM-003-35660	
Date of Original Request for Supply Arrangement 2019-05-10 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2022-05-10	
Address Enquiries to: - Adresser toutes questions à: Boyer, Tania	
Buyer Id - Id de l'acheteur 003eem	
Telephone No. - N° de téléphone (613) 858-9232 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		



**REQUEST FOR SUPPLY ARRANGEMENT (RFSA)
SAAS METHOD OF SUPPLY (GC CLOUD)
SOLICITATION NUMBER: EN578-191593/F
PUBLIC SERVICE AND PROCUREMENT CANADA (PSPC)**

AMENDMENT 002

This Amendment 002 is raised to:

- 1.0 Respond to questions received regarding the RFSA, as detailed in Section 1.0, below; and**
- 2.0 Make changes to the RFSA as detailed in Section 2.0, below.**

1.0 Respond to questions regarding the RFSA:

Note: Questions may have been modified and/or condensed.

QUESTIONS	ANSWERS
<p>Q.2 Can Canada please clarify if they will be adding professional services to this RFSA or if they will be procured under separate procurement?</p>	<p>A.2 Professional services related to implementation, Quick Start Guide packages, training services, data cleansing, migration and transition services; and advisory services will be permitted under the RFSA. Pricing for those services must be included in Annex C – SaaS Solution and Ceiling Prices.</p>
<p>Q.3 Given the direct impact to the evaluation timeline of SaaS RFSA submissions, would Canada please provide the list of CSP currently qualified on Tier 1 and Tier 2 i.e. that have completed the Canadian Centre for Cyber Security (CCCS) Assessment Program?</p>	<p>A.3 In order to perform the Information Technology Security Assessment, a non-disclosure agreement is signed between the Supplier and Canada. Therefore, Canada is unable to publish the requested information.</p>
<p>Q.4 Section 1.2.j states that “This RFSA is not a solicitation of bids or tenders. No contract will be awarded automatically as a result of the qualification under this RFSA.” However, in Section 2.1 it states “Suppliers who present a Submission in response to this RFSA agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).”</p>	<p>A.4 A Request for Supply Arrangements (RFSA) is used to solicit Submissions from Suppliers for the establishment of supply arrangements (SA). Once a Supply Arrangement has been issued, Suppliers are bound by the instructions, clauses and conditions of the RFSA including but not limited to the Mandatory Evaluation Criteria, Certifications, and Security and Privacy Obligations. Suppliers also agree to accept the resulting contract clauses attached to the RFSA, if and when they are awarded a contract(s).</p>



<p>Would PSPC clarify to what the Supplier would be bound by submitting a response if no contract is awarded?</p>	
<p>Q.5 By submitting a response, would a Supplier be bound to the Software as a Service Resulting Contract Clauses in Annex F?</p>	<p>A.5 See answer to Q.4 above.</p>
<p>Q.6 Section 3.1 Submission Preparation Instructions states:</p> <p>The Submission must be gathered per section and separated at follows:</p> <p>Section I: Technical Submission Section II: Financial Submission Section III: Certifications and additional information Section IV: Supply Chain Integrity Information</p> <p>Would PSPC please clarify if this means Bidders are to submit four (4) separate documents reflecting these sections, or if one (1) Response made up of these sections is acceptable?</p>	<p>A.6 Bidders should submit one (1) response which includes the following sections:</p> <p>Section I: Technical Submission; Section II: Financial Submission; Section III: Certifications and additional information; and, Section IV: Supply Chain Integrity Information.</p>
<p>Q.7 The requirements in Annex A Tier 1 M5 and M7 and Tier 2 M8, M11 and M12 which require the Supplier to provide ISO and related certifications. These are extremely demanding in terms of the time required and the associated costs. Furthermore, if the proposed SaaS offering is provisioned through one of the SSC approved Cloud Service Providers (CSPs), the CSPs have already met these and other security requirements and provide no additional value added security measures especially if the SaaS offering is provided through a common access point/portal such as AWS Market Place. Will Canada remove these certification requirements to require the SaaS Supplier to provide these certifications if the SaaS offering is provided through an SSC approved CSP supplier?</p>	<p>A.7 Canada has reviewed this request. Requirements M5 and M7 of Tier 1 and requirements M8, M11 and M12 of Tier 2 shall remain the same.</p>
<p>Q.8 The Supply Chain Integrity (SCI) requirements including the Supply Chain Risk Management (SCRM) Plan. These are also duplicated if the SaaS offering is provided through an SSC approved CSP. Will Canada remove the SCI requirements to require the</p>	<p>A.8 The Supply Chain Risk Management (SCRM) Plan is required for the SaaS layer of the cloud service that the SaaS provider is delivering, even if the Supplier is using a qualified CSP for IaaS/PaaS. Therefore, Canada will not be removing or modifying the requirement for an SCRM plan.</p>



<p>SaaS Supplier to provide SCI documentation if the SaaS offering is provided through an SSC approved CSP supplier?</p>	
<p>Q.9 Referencing page 7, 1.3 Overview of the Submission Review Process, Canada intends to begin reviewing submissions received under Phase 1 on June 17, 2019. Can Canada please provide a timeline on when evaluation of phase 2 and phase 3 will take place?</p>	<p>A.9 Please refer to Answer A.1 provided in RFSA, Amendment 001 published on 2019-05-17.</p>
<p>Q.10 SaaS publishers who are submitting a response for phase 1 and phase 2, would Canada please clarify how many resellers they can list?</p>	<p>A.10</p> <ol style="list-style-type: none">1. Value added resellers are participating under phase 3, by submitting their own Submissions for a Supply Arrangement (SA).2. The SA holder is not permitted to list resellers under their SA to fulfill orders.



2.0 The following clauses and conditions are incorporated into the RFSA:

A. REQUEST FOR SUPPLY ARRANGEMENT (RFSA) DOCUMENT.

1. DELETE “3.3 Section II: Financial Submission” in its entirety and REPLACE with:

3.3 “Section II: Financial Submission

- (a) In the Financial Submission, Suppliers must submit a list of proposed SaaS Solutions and related Professional Services (as described in subsection (b) below), with their commercial pricing and applicable percentage discount. Suppliers must choose one of the following options for submitting their SaaS Solutions and Professional Services ceiling prices in Annex C - SaaS Solutions and Professional Services Ceiling Prices:
- i) Option 1: Suppliers provide a link to their commercially-available SaaS catalogue and indicate the percentage discount offered to Canada; or,
 - ii) Option 2: Supplier complete the table in Annex C - SaaS Solutions and Professional Services Ceiling Prices their commercial prices for SaaS Solutions and Professional Services.

Where a link is provided to an online catalogue in accordance with option 1, Canada reserves the right to request that the Supplier include in their online catalogue all of the information requested in sub-section (d) below. Where a table is provided in accordance with option 2, Canada reserves the right to request that Suppliers make this information available via an online catalogue in the future.

- (b) Professional Services to be acquired through the RFSA are limited to the following: Quick Start Guide (“QSG”) training and services, implementation services, training services, data cleansing, migration and transition services, and advisory services. However, where a link is provide to an online catalogue in accordance with option 1, Suppliers are not required to create a custom catalogue for the RFSA.
- (c) **Refresh Period** – Supply Arrangement holders are permitted to update their SaaS Solutions and Professional Services ceiling prices on an ongoing basis.
- (i) Suppliers are permitted to submit a new Annex C – SaaS Solutions and Professional Services Ceiling Prices no more frequently than once per month;
 - (ii) Where a link is provided to an online catalogue in Annex C – SaaS Solutions and Professional Services Ceiling Prices, Suppliers shall be permitted to update their online catalogue as often as necessary providing they notify the Supply Arrangement prior to the release of a new version; and,
 - (iii) All SaaS Solutions and Professional Services ceiling prices are subject to review and price support may be requested by the Supply Arrangement Authority at any time during the period of the SA.



- (d) The Financial Submission should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Submission will be evaluated. The following should be addressed in the Supplier's **SaaS Solutions and Professional Services Ceiling Prices**:
- (i) **SaaS Publisher's Part No.:** Suppliers should provide the part number that the SaaS Publisher uses to identify the SaaS Solution or Professional Services commercially;
 - (ii) **SaaS Solution's or Professional Services Name:** Suppliers must provide the commercial name that the SaaS Publisher uses to identify the SaaS Solution or Professional Services commercially.
 - (iii) **SaaS Publisher's Name:** Suppliers must provide the name of the SaaS Publisher that owns the Intellectual Property rights to the SaaS Solution;
 - (iv) **Cloud Service Provider (CSP)'s name:** Suppliers must identify the existing Cloud Service Provider (CSP) that hosts the proposed SaaS Solution.
 - (v) **Ceiling Prices:** Suppliers must submit ceiling prices for all SaaS Solutions under column E and related Professional Services (as described in subsection (b) above) under column F as proposed in Annex C – SaaS Solution and Professional Services Ceiling Prices. The prices must be:
 - A. the Supplier's commercial pricing,
 - B. in Canadian dollars; and,
 - C. exclusive of Goods and Services Tax or Harmonized Sales tax.
 - (vi) **Unit of Measure:** Suppliers must enter the unit of measure for their SaaS Solution or Professional Services Ceiling Prices (such as "per user", "per entity", "per diem" etc.) under which the SaaS Solutions and Professional Services will be provided to Canada;
 - (vii) **Applicable Percentage Discount :** Suppliers must enter the percentage discount that will be applied to the Ceiling Commercial Unit Prices for the duration of the SA;
 - (viii) **Language(s) available:** Suppliers must indicate the language(s) under which the SaaS Solution and Professional Services are available, designated as "EN" for English, "FR" for French, or "EN, FR" for both;
 - (ix) **SaaS Solution Information:** Suppliers may provide a web site URL containing information on the SaaS Solution or Professional Services.
 - (x) **Keywords:** Suppliers should provide keywords associated with their SaaS Solution(s) and Professional Services that will help the Clients to easily search and find SaaS Solutions and Professional Services in the GC SaaS Catalogue that meet their needs.



(e) **Price support:** Suppliers must provide a price reference(s) to substantiate that their proposed prices are fair and reasonable. Examples of acceptable price references include, but are not limited to, the following:

- (xi) a current published price list; or
- (ii) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (iii) any other supporting documentation as requested by Canada.”

2. DELETE “4.2.2 Mandatory Financial Evaluation” in its entirety and REPLACE with:

“4.2.2 Mandatory Financial Evaluation

The mandatory financial requirements are as follows:

- (i) Annex C - SaaS Solutions and Professional Services Ceiling Prices as per Article 3.3 (a), (b), (c) and (d); and
- (ii) Price support as per Article 3.3 (e). ”



3. DELETE "Annex C" in its entirety and REPLACE with:

Annex C – SaaS Solutions and Professional Services Ceiling Prices

Option 1: Suppliers provide a link to their commercially-available SaaS catalogue and indicate the percentage discount offered to Canada.

URL:

OR

Option 2: Suppliers complete the table below.

TABLE 1 - PRODUCT LIST AND CEILING PRICES											
Item NO.	SaaS Publisher's Part No. (A)	SaaS Solution's Name (B)	SaaS Publisher's Name (C)	Cloud Service Provider's Name (D)	Ceiling Prices for SaaS Solutions (E)	Ceiling Prices for Optional Professional Services (F)	Unit of Measure (G)	Applicable Percentage Discount (H)	Language(s) available (I)	SaaS Solution Information (J)	Keywords/tags (K)
1	(enter the Part Number that the SaaS Publisher uses to identify the SaaS Solution)	(enter the name that the SaaS Publisher uses to identify the SaaS Solution.)	(enter the name of the SaaS Publisher that produces the SaaS Solution)	(enter the name of the Cloud Service Provider that hosts the SaaS)	(enter ceiling price for SaaS Solution per unit of measure in Canadian Dollars)	(enter ceiling price for professional services per per diem rates, hours, or package in Canadian Dollars for each category: Quick Start Guide ("QSG"), training and services, implementation services, training services, data cleansing, migration and transition services, and advisory services)	(enter the unit of measure for the SaaS, such as "per user", "per entity", etc. and subscription, term)	(enter the percentage discount that will be applied to the Ceiling Prices for the duration to the SA)	(enter the language of the SaaS Solution, English and/or French)	(enter a web site URL containing SaaS Solution information)	(enter keywords associated with the SaaS Solution that will help the Clients to easily search and find SaaS Solutions that meet their needs)
2											
3											



4. **DELETE “3.2 Section I: Technical Submission, (c)(v)” in its entirety and REPLACE with:**

- (v) **“Service Level Agreements (SLA):** Suppliers must submit their published service level agreements (SLA), to be included in Annex D – SaaS Solution Service Level Agreements (SLA).

The service level commitments (detailed in the published service level agreements) must provide commercial clients support which includes, at the minimum, any published and commercially available support (i.e. warranty, maintenance and support services) typically provided to customers who provision the SaaS Solution.

Service Level Agreements may consist of a single document which applies to all SaaS Solutions, or may consist of multiple SaaS Solution-specific documents. Should a Supplier submit multiple SaaS Solution-specific SLA documents, the Supplier must clearly identify the SaaS Solution and corresponding SLA.

Only terms and conditions in the SLA related to service levels and service delivery will apply. Any terms and conditions of the SLA not related to service levels and service delivery, as detailed below, will be deemed stricken and will not apply.

Terms and conditions related to service levels and service delivery under the SLAs are limited to the following:

- A. Availability – Performance;
- B. Downtime definition - scheduled and unscheduled;
- C. Service credits - triggers and calculation;
- D. Support services availability;
- E. self-service, knowledge base, online tutorials;
- F. Errors: severity level definitions;
- G. Mean Time-to-respond and repair;
- H. Escalation Path and Procedure; and
- I. Available Disaster recovery system ”



5. DELETE “Annex D - SaaS Service Level Agreements (SLA)” in its entirety and REPLACE with:

“Annex D – SaaS Service Level Agreements (SLA)

Only terms and conditions in the SLA, detailed under 3.2 Section I: Technical Submission, (c)(v), related to service levels and service delivery will be part of the Supply Arrangement. Suppliers may submit their SLAs by way of URLs. Suppliers are permitted to update their SLAs on an ongoing basis, providing that the changes to the SLA do not represent a decrease in the level of service being provided. Where a Supplier wishes to add a new SaaS Solution to their Supply Arrangement, the SLA(s) must be resubmitted to the Supply Arrangement Authority for acceptance prior to the SLA(s) being incorporated into the Supply Arrangement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise form no part of the Supply Arrangement unless such terms are presented in full and included at Annex D – SaaS Service Level Agreements (SLA).

No terms purporting to abridge or extend the time to commence an action for breach, tort, or other action are of any effect. ”

6. UNDER “Form 5 - Submission Completeness Review Checklist” DELETE Annex D in its entirety and REPLACE with:

“Annex D - SaaS Solution Service Level Agreement(s)

Service Level Agreement (SLA):

- a) Availability - Performance; PAGE # _____
- b) Downtime definition - scheduled and unscheduled; PAGE # _____
- c) Service credits – triggers and calculation; PAGE # _____
- d) Support services availability; PAGE # _____
- e) Self-service, knowledge base, online tutorials; PAGE # _____
- f) Errors: severity level definitions; PAGE # _____
- g) Mean Time-to-respond and repair; PAGE # _____
- h) Escalation Path and Procedure; and PAGE # _____
- i) Available Disaster recovery system; ” PAGE # _____

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR SUPPLY ARRANGEMENT REMAIN UNCHANGED.