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Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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 2019-06-11
Client Reference No. - N° de référence du client 20191593	Amendment No. - N° modif. 003
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 003

This Amendment 003 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
Q.11 SaaS customers may need different service levels or other optional enhancements such as monitoring, helpdesk or administration. Given that any combination of these commercially available options may be applicable to any one or all SaaS services, how are these types of options to be presented in the current form of Annex C - SaaS Solutions and Ceiling Prices?	A.11 Please refer to Answer A.2 provided in RFSA, Amendment 002 published on 2019-06-04.
Q.12 Will this supply arrangement be the sole sales vehicle for professional services to support SaaS services throughout the Government of Canada.	A.12 The RFSA is intended to simplify the procurement process to acquire SaaS Solutions. It is not a mandatory vehicle, and does not preclude clients from using other sources of supply for SaaS Solutions and related professional services, such as other professional services vehicles, bid solicitations or sole source contracts issued by PSPC or other departments within their delegated authority.



<p>Q.13 We are an Aboriginal Set Aside system integrator within the NCR. Can the Canada please confirm that, similar to SLSA vehicle, they will allow an SaaS solution to be represented both by the SaaS Publisher and, in addition, to ALSO be represented by an Indigenous business provided the Indigenous business can successfully meet all the mandatory requirements. (i.e two RFSA for the same Software Publisher)</p>	<p>A.13 Canada hereby confirms that the RFSA does not restrict the number of Suppliers selling the same SaaS Solution. Therefore, it is possible for a SaaS Solution to be listed under two separate Supply Arrangements. All Suppliers, including Aboriginal firms, are invited to present a Submission under the RFSA.</p>
<p>Q.14 Per section 12 of the Resulting Contract Clauses, what is the expected date of release of the revised Limitation of Liability clause? Suppliers cannot submit a response until this is released</p>	<p>A.14 PSPC and SSC are working to develop a Cloud Commodity Grouping to provide an updated Limitation of Liability Clause to be used by both PSPC and SSC for cloud procurement. This new Limitation of Liability clause will replace the current Limitation of Liability wording in these Resulting Contract Clauses as soon as it becomes available. In the meantime, Suppliers are invited to submit a Submission, and any Contracts issued against the Supply Arrangement will incorporate the Resulting Contract Clauses listed in Annex F. A Supplier who does not agree to the revised Limitation of Liability wording, once released, is under no obligation to accept Contracts under the amended RFSA terms and conditions and may cancel their Supply Arrangement at any time.</p>
<p>Q.15 Would PSPC confirm that Suppliers participating in later streams will still be able to submit questions and requests for amendments to the Ts&Cs of the RFSA and resulting contract?</p>	<p>A.15 Suppliers will be able to submit questions and requests for amendments to the Ts&Cs of the RFSA and resulting contract in later streams. In case an amendment is made after the anticipated evaluation date (i.e. June 17, 2019), and it impacts any Supplier's Submission made before such issued amendment, the affected Supplier(s) will be allowed to revise or re-submit its Submission accordingly.</p>
<p>Q.16 Please confirm the last date for submission of questions via the Q&A process given the solicitation closes in 2022?</p>	<p>A.16 Please refer to Answer A.1 provided in RFSA, Amendment 001 published on 2019-05-17.</p>



<p>Q.17 How will PSPC accommodate the Supplier’s terms in its commercial Cloud Services Agreement that are not covered by the Resulting Contract clauses?</p>	<p>A.17 Suppliers are required to submit their SaaS Service Level Agreements with their Submission. Only terms and conditions of the SLAs detailed in Section 3.2 Section I: Technical Submission, (c)(v) of the RFSA will be incorporated into the Supply Arrangement and Resulting Contract Clauses. No other Supplier Terms and Conditions shall apply to the Supply Arrangement and Resulting Contract Clauses. If a Supplier would like to request revisions to the Resulting Contract Clauses to incorporate clauses from their commercial Cloud Services Agreement, the Suppliers may submit their request for consideration as part of the enquiry process detailed in Section 2.3 Enquiries - Bid Solicitation of the RFSA.</p>
<p>Q.18 How will PSPC accommodate a Supplier’s transaction-specific terms in an order? Given the anticipated large scope of the catalogue of cloud services on the Supply Arrangement, it is not feasible to include every possible transaction-specific term at the Master Agreement level or to know what they will be in advance given the changing nature of the cloud services.</p>	<p>A.18 See answer to Q.17 above.</p>

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

A. REQUEST FOR SUPPLY ARRANGEMENT (RFSA) DOCUMENT.

1. DELETE “1.4 Security Requirements” in its entirety and REPLACE with:

1.4 “Security Requirements

There are security requirements associated with this RFSA, in particular as described in Annex A - Qualification Requirements, Annex B - Security & Privacy Obligations, and Annex F – Resulting Contract Clauses, including its Appendices. The SaaS Services and Work to be procured under this RFSA may also be subject to additional security requirements, including but not limited to invocation of National Security Exemption related to the RFSA, as well as additional security requirements related to a clients’ individual needs (which would be captured in the clients’ bid solicitation and/or resulting contracts).”



2. REPLACE references to the word “Phase” WITH the word “Stream” under these sections:

- 1.1.1 Background;
- 1.3 Overview of the Submission Review Process; and
- 2.6 Suppliers.

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