

ADDENDUM #6

RFSA #2020-2842

Issued: November 2, 2020

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1. **Title** Information Technology Staff Augmentation and Project Delivery Services
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2. **Questions and Answers** Unless otherwise specified, capitalized words and terms have the meaning set out in the RFSA.
- This question and answer section is provided in response to questions received from Suppliers for the above-noted RFSA, and does not amend the terms and conditions of the RFSA.
- Q52. If a Supplier can deliver the Services from a location outside of Canada as well as locally, should a Supplier provide more than 1 rate, if applicable, for example: onshore vs. offshore?**
- A52. As per Appendix "D-1" (Financial Offer for Service Stream #1), Suppliers should provide all-inclusive hourly ceiling rates for the applicable Roles the Suppliers are qualified to offer for the categories listed for Service Stream #1. For greater clarity, only one rate should be provided for each applicable Role and Level.
- Q53. Does this solicitation establish a new Supply Arrangement, or is this refreshing an already-existing SA?**
- A53. Please see answer to question 14 in Addendum #4, dated October 28, 2020.
- Q54. How many Suppliers will you be selecting per Service Category?**
- A54. Please see answer to question 6 in Addendum #2 dated October 21, 2020.
- Q55. If a Supplier does not qualify for a Service Category under one or both Service Streams, will there be an opportunity for that Supplier to qualify for Service Categories under one or both Service Streams in the future?**
- A55. Yes, as per Section 15, Open Supply Arrangement, of the RFSA, it is currently CDIC's intention that the Supply Arrangement established under the RFSA will be open during the term of the Supply Arrangement to allow, pursuant to the terms and conditions of a separate request for Supply Arrangement:
- i. additional firms to be selected as SA Holders under the Supply Arrangement for any one or both of the Service Streams and/or Service Categories and/or Roles described in the RFSA; and/or

- ii. qualified SA Holders to be selected to provide services in service streams and/or categories of resources for which they were not previously qualified under the RSFA; and/or
- iii. firms to be selected as SA Holders under this Supply Arrangement for new service streams and/or categories of resources that may be added by CDIC in the future.

Q56. Does CDIC consider existing approved supply arrangements through ProServices for Project Management?

A56. The "ProServices" supply arrangement referenced above is not related to the RFSA. The intent of the RFSA is to establish a new CDIC-specific multi-year Supply Arrangement vehicle with experienced and qualified firms, capable of delivering the Services of qualified resources, as described in the RFSA. This Supply Arrangement will allow CDIC to request Services on an as and when required basis through a Service Request to the qualified firms (SA Holders).

Q57. Is CDIC open to entertaining an integrated flexible talent solution that includes technology and expertise to increase project delivery capability?

A57. The RFSA will establish a multi-year Supply Arrangement vehicle with experienced and qualified firms (SA Holders) to provide Information Technology Staff Augmentation and Project Delivery Services, as identified in Schedule "A" (Statement of Work), to be requested on an as and when required basis through a Service Request. The Service Request will describe the requirements of a specific engagement, including the required Services.

Q58. We refer to section 12 of the RFSA, entitled "Limitation of Liability", specifically the exclusion regarding any acts, omissions or errors, including negligence of CDIC, its employees, officers, directors, consultants and advisors".

We are concerned that this statement could be construed as applying beyond the RFSA process.

Please delete this portion, as (1) CDIC cannot be negligent and seek to exclude its liability and (2) the scope of the clause seems to go beyond the RFSA process.

A58. The limitation of liability contained in Section 12, Limitation of Liability, is a standard clause within CDIC solicitation documents. The clause is specific to the RFSA process and is a limitation of liability on CDIC that is specific to a Supplier's participation in the RFSA.

Q59. Can CDIC please confirm if the client will accept references for similar position titles/roles as to those on the RSFA, assuming the tasks for both position titles/roles are the same or similar?

A59. It is the Suppliers' responsibility to clearly demonstrate relevance to the scope of at least one (1) Role as described in Appendix "A-1" (Service

Stream #1: Staff Augmentation Services, Service Categories and Roles), of the RFSA, in Section 4 of the Reference Engagement Form.

Q60. Can CDIC please answer the following questions:

- a) **How many consultants do you estimate being required over the next year?**
- b) **How many consultants have you required over the past year, 5 years?**
- c) **How many companies are you planning to award?**
- d) **Who are the current incumbents?**
- e) **Can you provide current hourly rates?**

- A60.
- a) Please see answer to question 45 in Addendum #5 dated October 28, 2020.
 - b) Please see answer to question 14 in Addendum #4 dated October 28, 2020.
 - c) Please see answer to question 6 in Addendum #2 dated October 21, 2020.
 - d) Please see answer to question 14 in Addendum #4 dated October 28, 2020.
 - e) The RFSA is a completely new procurement process/vehicle and no current hourly rates are available to disclose to Suppliers.

Q61. Would CDIC please remove the requirement to have 3 unique references for each Service Stream?

It is very common that the expertise used for one Service Stream would also be relevant to another.

- A61. Please see the amendment made to Section 1.4 of Appendix "C-2" (Reference Engagement Form Requirements) of the RFSA, in Addendum #1 dated October 21, 2020.

Q62. In accordance with Appendix "C-2" (Reference Engagement Form Requirements), Section 1.4, a Supplier may not submit the same Reference Engagement Form:

- a) **for more than one Service Category;**
- b) **cannot be used to demonstrate more than one Role per Service Category (each of the three Engagement Forms submitted for a Service Category must be for a different Engagement); and**
- c) **an Engagement may only be profiled once in a Supplier's Proposal**

While we appreciate the implementation of this proposed approach when addressing Engagements valued at or around the minimum \$25,000 threshold value, this approach is overly restrictive and deemed as punitive for Suppliers who may have multiple Engagements each valued at over \$1M, that utilized multiple Service Categories.

To establish a more equitable and level playing field for all Suppliers we propose that the above restrictions be amended to allow for the following:

- a) Engagements valued at a minimum of \$1 million can be used more than once and be allowed to be used as references for multiple Service Categories, provided that the Supplier can demonstrate that each Service Category claimed performed more than \$50,000 in services within the period.

A62. Regarding the use of the same Reference Engagement for more than one Service Category, please see the amendment made to Section 1.4 of Appendix "C-2" (Reference Engagement Form Requirements) of the RFSA, in Addendum #1 dated October 21, 2020.

Regarding the requested changes to the Engagement Value, please see answer to question 23 in Addendum #4 dated October 28, 2020.

Q63. We noted that Appendix "C-2" (Reference Engagement Form Requirements), Section 1.6, b states "if the Supplier is a partnership, any partner forming part of the partnership, where that partner retained responsibility for and control over the work of its personnel and/or its subcontractors in relation to the Reference Engagement".

- a) Can the CDIC confirm if Suppliers are able to submit a Proposal as a partnership (i.e. Company AB in partnership) AND also a Proposal as a single supplier (i.e. Company A)?
- b) If yes, can CDIC confirm if the single Supplier (i.e. Company A) would be able to use the same Reference Engagements in both Proposals as long as they were the entity that performed the work?

A63. CDIC expects Suppliers will only submit one Proposal under the RFSA. Suppliers can do so either as a partnership (i.e. Company AB in partnership) or single entity/Supplier (i.e. Company A), but not both. The same Supplier will not be permitted to submit, or be part of, more than one Proposal.

Q64. Can you provide a more detailed definition of Service Stream #2: Project Delivery Services? Are these projects where the vendor has 100% responsibility for delivery of a project?

A64. A particular Service Request will describe the requirements of a specific engagement, including the required Services. An engagement under Service Stream #2 may require Suppliers to assume the majority of responsibilities for the delivery of the project. However, CDIC has internal Business Analysts and Project Managers that may also be engaged on a certain engagement/project depending on scope and availability.

Q65. The PDF is not editable. Do you require the response to be in the identical format as Schedule “C” (Technical Offer), and Appendix “C-1” (Technical Offer Form) through Appendix “D-1” (Financial Offer for Service Stream #1), or can we use our own format as long as all of the questions are answered?

A65. Editable Microsoft Word format copies of the following RFSA documents can be found on Buyandsell.gc.ca, under Attachments:

Schedule “C” (Technical Offer),
Appendix “C-1” (Technical Offer Form),
Appendix “C-2” (Reference Engagement Form Requirements)
Schedule “D” (Financial Offer)
Appendix “D-1” (Financial Offer for Service Stream #1)

Q66. To confirm, can we bid on a subset of Roles within a Service Category?

A66. Please see answer to question 39 in Addendum #4 dated October 28, 2020.

Q67. Please confirm how many Suppliers CDIC intends to enter into Professional Services Agreements with by Stream and by Service Category.

A67. Please see answer to question 6 in Addendum #2 dated October 21, 2020.

Q68. Regarding Role # 35 - Business Analyst – the minimum requirement requests 'Certified Business Analysis Professional (CBAP)'. Our Business Analysts have extensive experience and are fully qualified to deliver the responsibilities described by CDIC without being certified as Business Analysis Professionals.

Would CDIC accept Business Analysts that are not CBAP certified?

A68. Yes, CDIC may accept Business Analysts resources that are not CBAP certified as long as the proposed resource meets the requirements of a particular Service Request, and the other minimum qualifications listed in the Role #35 – Business Analyst, as set out in Appendix “A-1” (Service Stream #1: Staff Augmentation Services, Service Categories and Roles), of the RFSA.

For greater clarity, the particular Service Request will describe the requirements of a specific engagement, including the required Services and resources. For specific engagements, CDIC may require resources to have additional skills or subject matter expertise to those set out in Appendix “A-1” (Service Stream #1: Staff Augmentation Services, Service Categories and Roles), of the RFSA.

Q69. Is any pricing required to be submitted for Service Stream #2?

A69. No, pricing is not required for Service Stream #2 as part of a Supplier's Proposal. However, Suppliers are still required to complete and submit Schedule "D" (Financial Offer) as part of their Proposal.

For greater clarity, Appendix "D-1" (Financial Offer for Service Stream #1) is ONLY required for Suppliers offering a Service Category under Service Stream #1.

Q70. Does the Data Scientist need a minimum of 12 years of experience? In our experience, some of the strongest Data Scientists may have only 2-6 years of working experience.

A70. Yes, CDIC may accept Data Scientist resources with less than 12 years of experience (i.e., over three (3) years in the Data Science field, with an additional two (2) years in a data-related field), as long as the proposed resource meets the other minimum qualifications listed in the Role #41 – Data Scientist as set out Appendix "A-1" (Service Stream #1: Staff Augmentation Services, Service Categories and Roles,) of the RFSA.

For greater clarity, the particular Service Request will describe the requirements of a specific engagement, including the required Services and resources. For specific engagements, CDIC may require resources to have additional skills or subject matter expertise to those set out in Appendix "A-1" (Service Stream #1: Staff Augmentation Services, Service Categories and Roles), of the RFSA.

Q71. Can different reference forms be filled out for the same client if there have been multiple types of Engagements and resources used there?

A71. Please see answer to question 2 in Addendum #2 dated October 21, 2020.

Q72. Can the same reference clients be used in both Service Stream #1 & #2 if we have provided both delivery services and resources to that client?

A72. Please see answer to question 18 in Addendum #4 dated October 28, 2020.

Q73. In order to accommodate vendors with large scale active contracts and many ongoing placements would the client (CDIC) please accept either completed Engagements OR Engagements that have been ongoing for a minimum duration of six months.

Given the other time constraints within the requirements this will allow vendors greater flexibility to cite relevant experience while still ensuring that all responses are of the highest quality and aligned with the needs identified within this solicitation.

A73. Please see answer to question 15 in Addendum #4 dated October 28, 2020.

Q74. Is it permitted to propose the same resource for more than one role?

A74. Please see answer to question 41 in Addendum #4 dated October 28, 2020.

Q75. With respect to the requirement to include (3) references for each Service Category on which we are bidding, we would like to confirm whether we are able to use the same reference, more than once, as long as the reference is in respect of different projects performed for the same reference.

A75. Please see the amendment made to Section 1.4 of Appendix "C-2" (Reference Engagement Form Requirements) of the RFSA, in Addendum #1 posted on October 21.

Q76. If the Supplier is only bidding on Service Stream #2, would the Supplier be required to submit Schedule "D" (Financial Offer for Service Stream #1)?

A76. Please see answer to question 69, above.

Q77. Would CDIC please add following section as section 13.16:

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SUPPLIER'S MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER BASED IN CONTRACT, TORT OR EXTRA-CONTRACTUAL LIABILITY, AND INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL NOT EXCEED THE LESSER OF: (A) THE AGGREGATE AMOUNT OF THE FEES PAID TO SUPPLIER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (B) THE AMOUNT OF RECOVERABLE INSURANCE PROCEEDS FROM THE INSURANCE POLICIES MAINTAINED BY SUPPLIER IN ACCORDANCE WITH THIS AGREEMENT.

A77. Changes to the Professional Services Agreement will not be considered at this time. As per Section 14, Resulting Agreements and Term of Agreement, CDIC intends to award agreements based on Schedule "F" (Form of Professional Services Agreement) to successful Suppliers. As such, any requests for changes to the Professional Services Agreement will only be considered from successful Suppliers.

Q78. Does CDIC currently have an active SA for the Services described in this RFSA?

If so, can you provide the list of active vendors or the number of active vendors qualified on the Supply Arrangement in each Service Stream?

A78. Please see answer to question 11 in Addendum #4 dated October 28, 2020.

Q79. How many vendors is CDIC aiming to qualify on each Stream? Is there a maximum?

A79. Please see answer to question 6 in Addendum #2 dated October 21, 2020.

Q80. As per Article 4 on P. 66 of the Request for Supply Arrangement requires:

4.3 Except as set out in Appendix A, the Supplier represents and warrants that:

- a) The Supplier only carries on business in Canada;**
- b) The Supplier does not have a parent, subsidiary or other related company that operates in a Non-Compliant Jurisdiction;**
- c) The Supplier does not subcontract or outsource data processing or storage to any third party carrying on business in a Non-Compliant Jurisdiction; and**
- d) The Supplier's employees are bound by written confidentiality agreements or binding confidentiality policies.**

Confirm if CDIC will accept a Supplier who has related companies at arm's length who have operations in Germany, Norway, Netherlands, UK and possibly USA?

A80. CDIC will accept a Supplier that has related companies outside Canada, provided that those related companies are not performing the Services outlined in the Professional Services Agreement and do not have access to CDIC confidential information marked as "Protected B".

For greater clarity, "Protected B" is a government of Canada classification that applies to information or assets that, if compromised, could cause serious injury to an individual, organization or government. Additional information on "Protected B" can be found at the following link:

<https://www.tpsgc-pwgsc.gc.ca/esc-src/protection-safeguarding/niveaux-levels-eng.html>

Q81. Appendix "C-1" (Technical Offer Form), RR #7: Could CDIC please confirm whether it will consider the following a deal-breaker:

Our backup servers are located in the United States. However, only CDIC business contact information and information related to contract negotiations and/or administration would enter our system and thus be backed up outside of Canada. Any such information would be held in highly encrypted form and in compliance with our strict security procedures. We would ensure that none of the information which its temporary workers might be exposed to while assigned to CDIC would be entered into our computer systems.

A81. Suppliers may back-up information on servers outside of Canada unless the information is classified as “Protected B”. “Protected B” information must remain stored within the geographic boundaries of Canada.

For greater clarity, “Protected B” is a government of Canada classification that applies to information or assets that, if compromised, could cause serious injury to an individual, organization or government. This may include information related to contract negotiations, Corporate information, information required for CDIC to carry out its mandate, among others. Additional information on “Protected B” can be found at the following link:

<https://www.tpsgc-pwgsc.gc.ca/esc-src/protection-safeguarding/niveaux-levels-eng.html>

Q82. For the Reference Engagements does CDIC expect Suppliers to only highlight Engagements completed in Canada?

A82. No, the Reference Engagements are not limited to Engagements completed in Canada.

Q83. a) The requirement states that references can be public or private sector. Within the private sector, is that limited to financial services?

b) In addition, are reference engagements limited to Canada or otherwise geographically?

A83. a) No, private sector related Reference Engagements are not limited to clients within the financial sector/services.

b) No, the Reference Engagements are not limited to engagements completed in Canada.

Q84. Does CDIC expect answers for Section 1 c), d) and e) of Appendix “C-1” (Technical Offer Form) that are both Canadian and global?

A84. Suppliers should provide the applicable information requested that accurately describes their organization as it relates to providing the Services required by CDIC as described in the RFSA. The RFSA is not limited to Suppliers located in Canada.

Additionally, please see answer to question 80, above.

Q85. Considering the tasks for Application Developer are almost identical to the TBIPS category (Government of Canada categorization for technical resources) of Programmer/Analyst which is the title more frequently used within the GOC (<https://www.tpsgc-pwgsc.gc.ca/app-acq/sptb-tbps/technologie-technology-eng.html>) for an application development, would CDIC consider a reference for a Programmer/Analyst as equivalent to the role of Application Developer?

- A85. Yes. CDIC would consider a reference for a Programmer/Analyst as equivalent to the role of Application Developer as long as the proposed resource meets the requirements of a particular Service Request, and the other minimum qualifications set out in Appendix "A-1" (Service Stream #1: Staff Augmentation Services, Service Categories and Roles), of the RFSA.
- Q86. Would CDIC please consider references for a Software Systems Architect, System Architect or Systems Engineer as equivalent for the role of Systems Architect, assuming that the tasks for the position are similar?**
- A86. Yes. CDIC would consider references for a Software Systems Architect, System Architect or Systems Engineer as equivalent to Role #13 – System Architect (Network, Data, Applications) as long as the proposed resource meets the requirements of a particular Service Request, and the other minimum qualifications as set out in Appendix "A-1" (Service Stream #1: Staff Augmentation Services, Service Categories and Roles), of the RFSA.
- Q87. In Service Category #11 - Business Intelligence and Analytics, which technologies will these Roles be working with?**
- A87. The technologies for Service Category #11 - Business Intelligence and Analytics will be mainly the Microsoft BI stack, including Azure, as well as Tableau and Alteryx.

NOTE: Suppliers are advised that this is final addendum.

[END OF ADDENDUM #6]