



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC

Place du Portage, Phase III
Core 0B2 / Noyau 0B2
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Shared Systems Division (XL)/Division des systèmes
partagés (XL)
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
4th étage, 10, rue Wellington
Gatineau
Québec
K1A 0S5

Title - Sujet Learning Management Solution Learning Management Solution (LMS)	
Solicitation No. - N° de l'invitation T8086-192304/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client T8086-192304	Date 2021-02-26
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-107-38969	
File No. - N° de dossier 107xl.T8086-192304	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-03-18 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Conn-Harbinson, Margo	Buyer Id - Id de l'acheteur 107xl
Telephone No. - N° de téléphone (613) 858-8108 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Contract No. - N° du contrat

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

01

107xl

Client Ref. No. - N° de réf. du client
T8086-192304

File No. - N° du dossier
107xl T8086-192304

CCC No./N° CCC - FMS No./N° VME

**QUESTIONS FROM BIDDERS
Dated 26 February 2021**

PURPOSE:

The Solicitation Amendment is issued:

- A) Extend the Closing Date of the Bid Solicitation.**
- B) To identify changes to the Bid Solicitation.**
- C) To respond to questions regarding the Bid Solicitation.**

A) EXTEND THE CLOSING DATE OF THE BID SOLICITATION:

- 1) THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE OF THE BID SOLICITATION FROM 11 MARCH 2021, 2:00 PM EST, TO 18 MARCH 2021, 2:00 PM EDST. NO FURTHER EXTENSIONS WILL BE GRANTED.

B) CHANGES TO BID SOLICITATION:

- 1) Part 2, Bidder Instructions, Section 1 - Standard Instructions, Clauses and Conditions, Paragraph 1.4, Delete in its entirety.
- 2) At 13.0, SECURITY REQUIREMENTS, 13.3 - SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS, Paragraph 13:

Delete:

- 13. The Foreign recipient Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system many CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

See Annex F for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

The Foreign recipient Contractor must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within _____.

Replace with:

- 13. The Foreign recipient Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system many CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

See Annex F for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

The Foreign recipient Contractor must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within **CANADA**.

- 3) At Part 7, Annex B – List of Deliverables and Services, Table A - List of Deliverables and Services, Item 01:

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Delete

01	For the annual SaaS subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services with Continuous Improvement thereon, and for all Hosting Services related to the Learning Management Solution and described in the Statement of Requirements.	Per Year
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Replace

01	For the annual SaaS subscription license to use the Licensed Software in accordance with the terms of the Contract, and for Software Maintenance and Support Services with Continuous Improvement thereon, and for all Hosting Services related to the Learning Management Solution and described in the Statement of Requirements. (estimated 7,500 licenses at onset)	Per Year
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C) QUESTIONS:

The following questions were received from bidders. To ensure consistency and quality of information provided to Bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to all Bidders to whom the bid solicitation has been sent.

Question 1:

Whether companies from Outside Canada can apply for this? (like, from India or USA)

Response 1:

Yes, provided they meet the requirements for non-Canadian bidders.

Please see:

- a) PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS
 - 1.6 Foreign Suppliers
- b) Part 7 – Resultant Contract Clauses
 - 13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIERS
- c) ANNEX F FOREIGN SECURITY REQUIREMENTS APPENDIX A to CONTRACT CLAUSE 13.3 SECURITY REQUIREMENTS FOR FOREIGN SUPPLIER

As per Part 2 – Bidder Instructions, Section 1 – Standard Instructions, Clauses and Conditions:

- 1.2 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.

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- 1.3 Standard Instructions – Goods and Services – Competitive Requirements 2003 (2020-05-28) are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

As per 2003 Standard Instructions:

04 (2007-11-30) Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Question 2:

Whether we need to come over there for meetings?

Response 2:

TC will expect to hold Virtual Project Meetings on a regular basis, frequency to be determined.

Question 3:

Can we perform the tasks (related to RFP) outside Canada? (like, from India or USA)

Response 3:

Please see responses to Question 1.

Question 4:

Can we submit the proposals via email?

Response 4:

No, proposal cannot be submitted via email.

Please see, Part 2 – Bidder Instructions, Section 2 – Submission of Bids, Paragraphs 2.1 and 2.2.

See also, Part 3 – Bid Preparation Instructions, Section 1 – Bid Preparation Instructions.

See also, 2003 – Standard Instructions, Clause 5 – Submission of Bids and Clause 08 – Transmission by facsimile or by epost Connect.

Question 5:

Part 7, Section 14.15, states that the Contractor and the infrastructure provider must maintain Information Security Management (ISO 27001:2013) certification or later. Would the Department of Transport accept SOC2 certification in place of ISO 27001: 2013?

Response 5:

No, the two certifications are not equivalent.

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Question 6:

Canada is requested to confirm if there are any Bidder response team limitations or restrictions. Specifically, it is requested that Canada confirm that a Bidder *may engage a Subcontractor to fulfill select Mandatory Requirements, as part of the Bidder's Team, without any requirement for a Joint Venture relationship*, and that such a bidding framework would be deemed compliant.

Response 6:

Please read the RFP, Section 5.

5. BIDDER CERTIFIES THAT SOFTWARE IS OFF-THE-SHELF OR COMMERCIALY AVAILABLE

5.1 Any software bid to meet this requirement must be "off-the-shelf" or commercially available, meaning that each item of software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software bid is a fully compatible extension of a field proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all of the software bid is off-the-shelf or commercially available.

See also Section 2. CONTENT OF MANAGEMENT / TECHNICAL BID, sub-section 2.3

2.3 For information purposes only: The Bidder should provide a brief corporate profile description, including an overview of the company and any sub-contractors that it is proposing will be involved in the performance of the work on the Bidder's behalf. The Bidder should provide a brief description of size, business activities, number of employees, number of years the company has provided learning management services, and approximate number of customers (in North America and worldwide) currently running production versions of the proposed product.

Any sub-contractors must also meet the required Security Requirements.

Question 7:

The RFP provides for replacement language at Standard Instructions – Goods and Services – Competitive Requirements 2003 (2020-05-28), Subsection 3 of Section 01, Integrity Provisions. The new language notes "Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA)." Canada is requested to confirm that the mentioned Request for Supply Arrangement is a future activity, and that it is not an active RFSA that might limit a Bidder's engagement with this current RFP. If there are limitations to bidding against this current solicitation resulting from this RFSA reference, Canada is requested to clarify.

Response 7:

Part 2, Bidder Instructions, Section 1 - Standard Instructions, Clauses and Conditions, Paragraph 1.4, Delete in its entirety.

Question 8:

At Mandatory Requirement M52, it is a requirement that "the Contractor must have completed at least three (3) enterprise-level LMS projects similar in size and scope to that specified in this RFP." Canada is requested to confirm if this Mandatory Requirement M52 may be fulfilled by the Bidder Team, where project experience can originate from one or multiple Team Members, including subcontractors.

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Response 8:

The expectation is that the Bidding Firm/Company will have completed at least three (3) enterprise-level LMS projects delivering a COTS SAAS solution, similar in size and scope.

See also:

1.11 Joint venture experience

- iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive
- iv) The Bidder of a joint venture proposal must provide certification that the relationship has been in existence for at least twelve (12) months in order to meet the mandatory requirements listed in PART 4, Attachment 4.1.

Question 9:

Part 7, Annex A, Statement of Requirements (Chapter 3, Sec 3.20.1), In reference to point "a" of this sub section, "Learner registers online for an activity in the learning activity catalogue", kindly provide some examples of activity which is being referred here for learning activity catalogue.

Response 9:

E.g. - Online learner selects a "course" (learning activity) from the learning activity catalogue and registers for this "course" (learning activity).

Question 10:

Part 7, Annex A, Statement of Requirements (Chapter 3, Sec 3.20.4), In reference to, "The Solution must support simple (block/contiguous) and period (non-consecutive) scheduling". Kindly explain in detail this requirement if possible with an example.

Response 10:

Simple (block/contiguous): A course runs for one or more consecutive days. E.g. (Monday to Tuesday 9:00am to 4:00pm)

Non-consecutive: A course runs for more than one day(s) (time slots), on non-consecutive dates. E.g. (Monday 9:00am to 4:00pm, Wednesday 9:00am to 12:00pm and Friday (1:00pm to 4:00pm)

Question 11:

Part 7, Annex A, Statement of Requirements (Chapter 3, Sec 3.23.16), In reference to CCCS Assessment program compliance, please advise if contractor can complete this assessment program during the contracting process?

Response 11:

The first place winning bidder will have to complete a CCCS Assessment successfully prior to contract award.

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If the first place winning bidder does not successfully complete the CCCS Assessment they will be deemed non-compliant and the second place winning bidder will be chosen to complete the CCCS Assessment. The contract will not be awarded until a bidder successfully completes the CCCS Assessment.

Question 12:

Part 7, Annex A, Statement of Requirements (Chapter 3, Sec 3.29.1), In reference to point "d" of this sub section, "Configurable workflows", kindly explain in detail about the requirement for configuration in workflow.

Response 12:

Section c. Configurable Workflow. Transport Canada requires that the solution be configurable so that the flow of course registration can be managed from start to finish i.e. from searching for the course from a catalogue to course registration, including Course Approval and management of Learning Activity Requests, can be created and modified.

Transport Canada requires that a Learning Activity Request be submitted and approved for payment prior to registration to a course (Learning Activity). This will require that any course registration request made through the system be redirected to a workflow that will access an internal Transport Canada application to receive approval of the Learning Activity then be redirected back to the registration process within LMS.

Question 13:

Part 7, Annex A, Statement of Requirements (Chapter 3, Sec 3.46.1), In reference to this section, kindly explain the reason for segmenting and sharing of users across the partitions of **different departments** and also provide workflow involved in this segmenting and sharing process across different departments.

Response 13:

The question incorrectly refers to "segmenting and sharing of users across the partitions of departments."

The actual requirement in the RFP refers to "segmenting and sharing of users across the partitions within Transport Canada":

3.46.1 (M) The Solution must support multi-tenancy, organizational units within a department, and faculties/business lines. The solution must support segmenting and sharing of users across these partitions along with individual branding of partitions. The Solution must support the ability to administer organizational areas separately, ex. Financial, Technical, security, non-technical, TC mandatory, TBS required (Canada School of Public Service), Software & Applications training, in such a manner as to support the separated course sponsorship areas of TC, which, today, includes HR (Human Resources), MITT (Multimodal Integrated Technical Training) and ASD (Aircraft Services Directorate) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners:) and includes TC Department programs and groups including Aircraft Services Directorate (ASD) client learners: • National Pilot Training Program • Aircraft Maintenance Engineer Training Program • Civil Aviation Inspectors training • Other TC users and external client stakeholders such as Transportation Safety Board, RCMP and Canadian Coast Guard.

Question 14:

Please confirm if Transport Canada will consider data center hosting in USA?

Response 14:

No. Per M67 3.45.1, data must reside in Canada.

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Question 15:

Can data access be provided to an implementation team based outside of Canada? This would be required even if the data (data center) was hosted in Canada.

Response 15:

No – The data must remain on Canadian soil and cannot be provided to an implementation team outside Canada.

Question 16:

Dans le cadre du marché cité dans l'objet de ce courriel, pourriez-vous nous confirmer s'il est possible de répondre autant en français ou en anglais?

Response 16:

As per the Notice of Proposed Procurement, it states: Documents may be submitted in either official language of Canada. (Les documents peuvent être soumis dans l'une ou l'autre des langues officielles du Canada.)

Question 17:

Responses are currently due on March 11th. Given the scope and complexity of the RFP it is requested to extend the submission response due date until March 25th.

Response 17:

An extension is granted until 18 March 2021. No further extensions will be granted at this time.

Question 18:

Please confirm the closing date and time for this submission? Is it still March 11, 2021 at 2pm EST? Is it possible to ask for an extension on this timing?

Response 18:

An extension is granted until 18 March 2021. No further extensions will be granted at this time.

Question 19:

- a) Please confirm the scope for software licenses is 7,500 and the initial contract term is 3 years (followed by 7 x 1-year options)?
- b) Is Transport open to alternative contract terms if they prove to be more cost effective?

Response 19:

- a) Confirmed. Annex A, Chapter 1, 1.1 – Requirements does indicate “The proposed deliverables shall include, but not be limited to, the following: Licensed Software (estimated 7,500 licenses at onset)”. The "Initial Contract Period" begins on the date the Contract is issued and ends three (3) years later. There is an option to extend the term of the Contract by seven (7) additional one (1) year periods (Option Years 1 to 7).
- b) No.

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Question 20:

It is noted both 'Meet WCAG 2.0 A recommendations minimum' and 'WCAG 2.0 A compliance'.

- a) How will the vendor LMS system be evaluated against WCAG 2.0 Level A and when in the process?
- b) Does the LMS require a score of 100% Pass to be deemed compliant?

Response 20:

- a) The WCAG 2.0 compliance will be measured during proposal evaluations.

Substantiation Required:

The Bidder must provide a WCAG 2.0 'A' Conformance Statement and describe how it documents the conformance of its system to the World Wide Web Consortium (WC) WCAG 2.0 guidelines Success Criteria Level 'A' or higher (2.0 AA & AAA and 2.1 AA & AAA), including the:

- Bidder's accessibility statement; and
- Bidder's methodology used to ascertain conformance.

- b) This is a mandatory requirement and is either "100% Met" or "Not Met".

Question 21:

- a) Please can you confirm if the resulting contract for this RFP is negotiable?
- b) Our platform is a good fit functionally and technically but some of the T's as C's may prohibit us from being able to bid (i.e. service availability clauses, penalty clauses, indemnity, liability, IP, etc.). Should we respond with proposed redlines and would they be considered if our solution is chosen?

Response 21:

Regarding a), No.

Regarding b), No and No.

See Note to Bidder provided in Part 7:

PART 7 - RESULTING CONTRACT CLAUSES

Note to Bidder: The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. Except where specifically set out in the bid solicitation, acceptance by the Bidder of all the clauses is a Mandatory requirement of the bid solicitation. No modification or other terms and conditions included in a bid will apply to any resulting contract even if the bid is incorporated into that contract. Any bid that contains statements implying that the bid is conditional on modification of these clauses, or containing terms and conditions that purport to supersede these clauses, will be considered non-responsive. Bidders with concerns about these clauses should raise their concerns in accordance with the Enquiries provision of this bid solicitation. If additional legal issues are raised by a bid, Canada may address those issues in any resulting contract. If the resulting modifications are unacceptable to the Bidder, the Bidder may withdraw its bid.

Prior to contract award, the following articles will be edited by the Contracting Authority to reflect the selected bid.

ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICITATION REMAIN UNCHANGED.