



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. 005
Client Reference No. - N° de référence du client T8086-192304	Date 2021-04-01
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 2021-04-14 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

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QUESTIONS FROM BIDDERS
Dated 1 April 2021

PURPOSE:

The Solicitation Amendment is issued:

- A) To identify changes to the Bid Solicitation.**
- B) To respond to questions regarding the Bid Solicitation.**

A) CHANGES TO BID SOLICITATION:

- 1) General Conditions 2030 (2020-05-28), Higher Complexity – Goods originally proposed in the RFP will be removed and General Conditions 2035 (2020-05-28), Higher Complexity – Services are to be substituted as the requirement is for a SaaS Solution:

At Part 7 – Resultant Contract Clauses:

- a) At Clause 12.0 Standard Clauses and Conditions, 12.2 Delete 2030 and Substitute 2035.
- b) At Clause 21.0 Invoicing Instructions, 21.2 Delete 2030 and Substitute 2035.
- c) At Clause 25.0 Priority of Documents, 25.1 b) Delete 2030 and Substitute 3035.

B) 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.

NO FURTHER QUESTIONS WILL BE ACCEPTED AS TIMELY RESPONSES CAN NOT BE GUARANTEED PRIOR TO BID CLOSING.

Question 38:

We would like to request the opportunity to determine service levels in collaboration with Transport Canada. While we understand your need to assess vendors against guaranteed service levels, we've also found that mutually determined service levels are an important aspect of establishing a successful partnership that sets your chosen vendor up for success, while also establishing a framework to maintain high standards of service for Transport Canada. Specifically:

- a. Section 20.9 of the RFP outlines Service Availability Levels and Credits. Since this is an RFP for a COTS solution, will Transport Canada accept and score an alternate chart from the vendor that meets some or all of the requirements listed in Section 20.9? If the vendor does not align with the chart exactly as stated in the 20.9 requirements, will the vendor be disqualified from the bidding process?
- b. The same principle applies to the standard service level objectives for severity definitions and resolution times as stated in section 11.6 "Error Correction Services". Since this is an RFP for a COTS solution, will Transport Canada accept and score an alternate chart from the vendor on severity definitions and resolutions times that meets some of the requirements listed? If the vendor

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does not align with the definitions/charts related to support response times and/or error resolution exactly as stated in 11.6, will the vendor be disqualified from the bidding process?

Response 38:

Vendors can provide a copy of their existing Supply or Service Level Agreements as part of their Substantiation of a Rated Requirement. Bidders are advised that the chart in section 20.9 is a requirement of the resulting contract and is not a mandatory requirement for the purposes of bid evaluation.

Question 39:

Can the Contracting Authority please replace 10.0 ... "Where the Contractor has reduced or eliminated functionality in the Learning Management Solution" on page 31 with "Where the Contractor has materially reduced or eliminated functionality in the Learning Management Solution"?

Response 39:

No

Question 40:

COTS software publishers providing Software-as-a Service (SaaS) Subscriptions Services typically offer service credit and limited rights to terminate but not additional remedies beyond that so can the Contracting Authority please remove 20.9 "(ix) Canada's Rights & Remedies Not Limited: The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally" on page 47?

Response 40:

No, Canada will not limit its entitlement to other rights or remedies under the contract.

Question 41:

It is challenging for bidders to bid a price when there is no certainty about the term of commitment so can the Contracting Authority please remove section 37.0 Termination for Convenience on pages 57-58?

Response 41:

No. Canada reserves the right to terminate for convenience. Bidders are to provide firm pricing for initial years 1 to 3 and option years 1 and 2 as requested in Annex B – List of Deliverables and Services.

Question 42:

Can the Contracting Authority please confirm that foreign suppliers are not subject to the Federal Contractors Program for Employment Equity (FCPEE) as specified in 23.1 on page 48, the Agreement to Implement Employment Equity (AIEE) does not apply, and they do not require certification and therefore are not required to fill out that specific part of the Bid Submission Form on page 126?

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Response 42:

Bidders are asked to review the bases for exemptions to the Federal Contractors Program for Employment Equity on page 127 of the RFP to determine whether they are exempt.

Question 43:

Does the bidder reserve the right to change their legal entity name at any point during the contract and what impact would there be if any?

Response 43:

Pursuant to SACC clause 2030 29, the Contractor must obtain Canada's written consent in order to assign the contract to another vendor. If a contractor is simply changing its corporate name, and no other legal changes have occurred, it may do so without Canada's written consent.

Question 44:

Can the Contracting Authority please replace 11.6 Error Correction Services "(b) Unless provided otherwise in the Contract, the Contractor must respond to a report of an Error in accordance with the severity of the Error, as detailed in subsection 3" on page 33 with "(b) Unless provided otherwise in the Contract, in the Bidder's Protected B Service Level Agreement with Canada, or in any Service Level Agreements pursuant to the CCCS Assessment Program, the Contractor must respond to a report of an Error in accordance with the severity of the Error, as detailed in subsection 3?"

Response 44:

Bidders may provide examples of requested changes for information purposes only, but they must accept terms as stated. Bidders are reminded that, pursuant to the Note to Bidder in Part 7, "If additional legal issues are raised by a bid, Canada may address those issues in any resulting contract." Bidders must not state that their bid is conditional upon those changes.

Question 45:

Concerning Section 12.0 Standard Clauses and Conditions on page 34, Software Publishers need exceptions to some Standard Clauses and require the opportunity to add product- or vendor-specific clauses. Can the Vendor propose specific changes to certain Articles in General Conditions 2030 to reflect Cloud requirements?

Response 45:

Bidders may provide examples of requested changes for information purposes only, but they must accept terms as stated. Bidders are reminded that, pursuant to the Note to Bidder in Part 7, "If additional legal issues are raised by a bid, Canada may address those issues in any resulting contract." Bidders must not state that their bid is conditional upon those changes.

Question 46:

Can the Contracting Authority please insert immediately after "20.9 Service Availability Levels and Credits" the following: "Unless provided otherwise in the Contract, the Bidder's Protected B Service Level Agreement with

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Canada, or in any Service Level Agreements pursuant to CCCS Assessment Program,:"? For clarity, this would be applicable to sub-sections (i) to (x) on pages 46-47?

Response 46:

Bidders may provide examples of requested changes for information purposes only, but they must accept terms as stated. Bidders are reminded that, pursuant to the Note to Bidder in Part 7, "If additional legal issues are raised by a bid, Canada may address those issues in any resulting contract." Bidders must not state that their bid is conditional upon those changes.

Question 47:

Part 3, Section 2.5 of the RFP states that URLs will not be considered if they require downloading of information. Could you confirm that it is acceptable for vendors to include URL links for the narrated video presentation (3.29.1) and any requirements where we have chosen to include a video as part of the substantiation required?

Response 47:

No URL links will not be accepted in lieu of the video presentation. To remain fair and transparent, video submissions must be provided with the bid response.

Question 48:

Related to the previous question, our videos are proprietary. Can you confirm that our videos will be kept confidential and not made available via public release or FOIA request?

Response 48:

Confirmed see <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/5/10> "Confidentiality of bids".

- a. When referring bids to the client (or technical evaluators) during the evaluation process, the following cautionary note must be provided to the client:
"Bid information must be divulged only to individuals authorized to participate in this contracting process. Information must not be divulged to, or discussed with, the private industry."

Question 49:

Part 7, Section 12.2 on Page 34 states that SACC 2030 (2020-05-28) applies to and forms part of the Contract. As the contract will be for services rather than goods, can we assume that this was an error, such that all mention of SACC 2030 should be replaced with SACC 2035 (2020-05-28)?

Response 49:

See Section A - CHANGES TO BID SOLICITATION above.

Question 50:

Regarding Part 5, Section 6.2 on Page 20, can you please confirm our understanding that we do not need to obtain proof of software publisher's authorizations for any open source code that we may include in our solution?

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Response 50:

The Bidder must indicate what portions of their solution are open source but they do not have to provide proof of software publisher's authorizations for those portions.

Question 51:

In Part 7, 11.1 on Page 32, can you please add "in all material respects" to this section? We would like to ensure that a minor bug will not be seen as a breach of warranty.

Response 51:

The warranty language will not be removed or re-worded.

Question 52:

Part 7, Section 14.7 on Pages 37-38 states that we must give 24 hour's notice of loss of actual or suspected breach or compromise to data; however, our standard process is to provide notice of actual breach without undue delay and in any event within 72 hours. Can this provision please be changed accordingly?

Response 52:

This provision will not be changed.

Question 53:

Part 7, Page 38, Section 14.9 states: "The Contractor must ensure that all media used to hold Canada's data must be physically destroyed and not reused for any other purposes, other than holding Learning Management Solution data. Question to Transport Canada: Will Transport Canada accept digital shredding, in accordance with NIST 800-88 rev.1, as an acceptable alternative to physical destruction of media upon request or termination of the contract?"

Response 53:

No, this will not be considered as an acceptable alternative.

Question 54:

Since clients can retrieve their data from the platform at any time, would it be possible to modify Part 7, Section 14.10 on Page 38 to say "The Contractor must either (i) make available for retrieval by Client, or (ii) transfer, using a secure mechanism ..."

Response 54:

Transport Canada will not modify Part 7, Section 14.10.

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Question 55:

Part 7, Annex A, Page 79, Section 3.32.1 states: "The Solution should comply with ISO 22301 Certification for Business Continuity Management." Question to Transport Canada: We have our own directly held ISO 27001 certification. Annex control family 17.1 mandates documented and tested business continuity plans. Would Transport Canada accept 27001 as an acceptable alternative to the 22301 compliance?

Response 55:

No, the two certifications are not equivalent.

Question 56:

Part 7, Annex A, Page 81, Section 3.45.2 states: "The Solution must permit the Department to restrict access to unencrypted data and encryption keys to only authorized Transport Canada users." Question to Transport Canada: Would you accept co-mingling Transport Canada data with other departments within the GoC that are also at Protected B using the same cryptographic key?

Response 56:

No TC will not accept co-mingling Transport Canada data with other departments within the GoC that are also at Protected B using the same cryptographic key

Question 57:

Regarding SACC 2035, assuming that 2035 and not 2030 applies, since this is for services and not goods:

2035 05 states that Work must be performed in accordance with standards acceptable to Canada and in full conformity with Specifications and requirements, and also must be free from defects. Similarly, 2035 11 states that Canada has the right to reject any Work that is not in accordance with requirements. Our concern is that minor software bugs would put us in breach of these clauses. Can the Contract state that notwithstanding 2035 05 and 2035 11, the parties agree that the Services and Work will comply in all material respects with the Specifications?

Response 57:

No, Canada is not willing to change this clause.

Question 58:

Since implementation is a collaborative process and we depend on our clients for their timely answers and assistance, can 2035 09 Time of the Essence please be deleted?

Response 58:

No. Bidders are referred to Part 7, Annex C, Delivery/Milestone Schedule. Bidders are to submit a complete delivery/milestone schedule with their bid, and the delivery/milestone schedule will be edited/changed/augmented based upon the Bidder's proposed delivery schedule.

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Question 59:

We note that 2035 29 does expressly provide for a 30-day period to cure any defaults or deficiencies. Can it please be specified in the Contract that Contractor shall have a period of 30 days to cure in all material respects any material breach of its obligations under the Contract?

Response 59:

No. PSPC notes that SACC clause 2035 29 provides the discretion for PSPC to provide a cure period, but does not specify how long the cure period will be. PSPC is not willing to specify in advance that it must provide the Contractor with a cure period, or specify in advance how long any cure period might be.

Question 60:

Regarding SACC 4008: Because we are audited annually for ISO 27001 and SOC 2 compliance, can a statement be added to the contract to say that the audit requirements in the Contract, including clause 4008 10, shall be satisfied by provision of our ISO 27001 certificate and/or SOC 2 report?

Response 60:

No the contract will not be amended

Question 61:

Part 7, Annex A, Rated Requirement 3.30.2 asks about browser availability. Can our response please take precedence over section 11.2, parts (ii) and (iii)? Additionally, can you confirm our understanding that the Government of Canada is no longer requiring any version of Internet Explorer as part of new procurements?

Response 61:

No, your response cannot take precedence.
This is a rated requirement and will not be changed. TC cannot confirm whether or not Internet Explorer will be a part of new procurements.

Question 62:

We have optional, related products and services that may be beneficial to Transport Canada to further support your requirements. Is it acceptable for vendors to provide additional, optional one time, per user or annual costs? If so, can you confirm where these should be provided? We're unclear if this is the purpose of Annex B, Table D, as there are no cost columns provided.

Response 62:

Annex B, Table D, was provided for information purposes only and would not be part of the Financial Evaluation, hence no columns for pricing. This does not preclude the Bidder from providing an additional Annex in their Financial Proposal that details pricing. It would just not be evaluated. We also have the option for additional software products and functionality, Software Maintenance and Support Services thereon, and related Hosted Services, but only if they are listed in Part 7, Annex B, Table B - List of Optional Deliverables and Services. This would not apply to anything listed in Table D. As the solution advances and improves over time, any new features or functionality might be added via the Task Authorization process. However, there is no guarantee of obtaining those new features as they do not form part of the scope of the requirement at this time.

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Question 63:

Regarding "License must be transferable to other government departments" (Part 7, Section 6.0 page 30), please confirm that any changes caused by such transfer are at the expense of Canada and not the contractor.

Response 63:

Licenses provided to TC will remain with TC and will not be transferred to other Government Departments.

Question 64:

Regarding Part 7, Section 10, Changes in Functionality (pages 31-32), can "material" please be added such that Transport Canada maintains the right terminate for a "*material reduction or elimination of functionality*" to reflect that software is continually being updated for improvements?

Response 64:

No. Canada reserves the right both to terminate for a reduction or elimination of functionality, and to determine what level of reduction would require termination.

Question 65:

Regarding Part 7, Section 10.2, Changes in Functionality, can you please confirm this clause only applies to new functionality developed as part of the originally purchased services? (i.e. it does not apply to new functionality we develop and price separately that was not available as part of the solution at time of RFP submission.)

Response 65:

Confirmed that this clause only applies to "the Learning Management Solution as described in the Contract and Contractor's bid". i.e. as originally purchased. New functionality developed and priced separately would be covered in a separate contract.

Question 66:

As our pricing is based on the term of the agreement, can the Termination for Convenience clause (Part 7, Section 37, Page 57) please be deleted, such that Transport Canada will be bound for the initial term of the agreement?

Response 66:

No, Canada reserves the right to terminate for convenience.

Question 67:

We appreciate the extension already provided by Transport Canada; however, given the quickly approaching deadline, additional questions asked, and questions previously submitted not yet answered, would you consider providing an additional extension of 10 business days? This would provide us the necessary time to incorporate your answers/feedback into your proposal.

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Response 67:

The Bid Closing Date was extended until 14 April 2021. No further extensions will be granted.

Question 68:

Regarding Part 7, Sections 32.3 (ii) and (iv), since Transport Canada is requesting an off the shelf solution, can you confirm there is no need for vendors to provide a Software Architecture or Software Developer? We would provide an Implementation Consultant who configures your off the shelf platform.

Response 68:

TC – No we do not confirm. We have asked for these types of resources in the event further work is required post implementation. Architectural diagrams consultation with the architect will be required during the CCCS assessment.

Question 69:

Regarding Part 7, Section 10.3, could the following be added to this clause: "if other clients of the solution are also not charged for such enhancement"?

Response 69:

No. Should any additional functionality be included that is not included in the initial subscription, it could be obtained as an option.

Question 70:

Regarding Part 7, Section 14.6, will Transport Canada consider extending the period of time (e.g. minimum of 90 days) to provide such copy in electronic format?

Response 70:

TC will not extend the period above 30 days.

Question 71:

Regarding Part 7, Annex A, 3.19.1 Please confirm all departments listed in this section do not require a solution above the level of Protected B?

Response 71:

TC - Confirmed. At this time we do not require security above the level of PB.

Question 72:

As a follow up to question and response #15 (March 1, 2021) – Could you please confirm if the response to question #15 "data cannot be provided to an implementation team outside Canada" was referring to not providing a 'copy of the data outside of Canada (including outside of the Canadian data centre)'. Can implementation teams personnel

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residing outside of Canada (located at the bidder's field office outside of Canada or foreign bidder/subcontractor) be granted access to the data as long as it remains on Canadian soil (in the Canadian data centre) and the foreign personnel/entity passes the appropriate personnel security clearances for their country of residence.

Response 72:

Remote access to the data for the implementation team from outside of Canada other than through the Transport Canada network once clearances were confirmed and the Departmental Security Officer approval obtained would not be permitted. All implementation personnel must be Government of Canada Security cleared. The data must not be taken off Canadian Soil.

Question 73:

Is it required that the LMS is built by the company submitting the RFP or can it be developed by a third party and supported by the submitting company? Can any COTS solution not developed by a bidder be suggested as long as the bidder can support it and provide training for it?

Response 73:

It is not required that the LMS solution submitted is developed by the company submitting however, all Mandatory requirements must be met and substantiated. It is expected that the company that developed the solution will have to participate and provide considerable information in a timely manner in order to "successfully" complete the required Canadian Centre for Cyber Security (CCCS) assessment.

See: TECHNICAL REQUIREMENTS section 3.23.2 and 3.23.16.

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