



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

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 etage, 10, rue Wellington

Gatineau

Québec

K1A 0S5

Title - Sujet National Cybercrime Solution Projec Solution nationale en matière de cybercriminalité	
Solicitation No. - N° de l'invitation M7594-205915/D	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client M7594-205915	Date 2021-05-14
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-155-39352	
File No. - N° de dossier 164xl.M7594-205915	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 2021-06-22 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kumar, Rajesh	Buyer Id - Id de l'acheteur 164xl
Telephone No. - N° de téléphone (613) 914-7906 ()	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

This Solicitation Amendment #004 is raised to:

1. Update Bid Solicitation, Section 7.22, Method of Payment, added a new paragraph, h) Single Payment in advance
2. Update Bid Solicitation Section 7.31 a), Authorities, Contracting Authority
3. Post Questions and Answers

The Solicitation is amended as follows:

1. **Bid Solicitation, Section 7.22 –Method of Payment, ADD a new paragraph, h) Single Payment in advance as a method of payment as follows;**

7.22 Method of Payment

(h) Single Payment in Advance- Optional Additional User Licenses or Additional User Accesses or both, as applicable (Ref. Table 4, Table 5A, Table 5B of Annex B, Basis of Payment)

Notwithstanding the Method of Payment under clause 7.22 (d), Canada will at its discretion and upon request by the Contractor, pay the Contractor a single payment in advance for Additional User Licenses or Additional User Accesses or both, as applicable, if:

- (i) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) All such documents have been verified by Canada.
- (iii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

2. **Bid Solicitation Section 7.31 a) – Authorities, Contracting Authority is hereby DELETED and REPLACED with the following;**

7.31 Authorities

- (a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Rajesh Kumar
Title: Supply Team Leader
Organization: Public Services and Procurement Canada, Acquisitions Branch
Directorate: Applications and Software Procurement Directorate
Address: 10 Rue Wellington, Gatineau, QC K1A 0S5
Telephone: 613-914-7906
E-mail address: rajesh.kumar@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

3.) Questions and Answers:

Question #	Question	Response
26	RCMP NCS RFP Reference Question Annex J: Bid Evaluation Criteria Mandatory Criterion MC-2 Corporate Project Reference “The Bidder must demonstrate its experience executing three (3) contracts for government or private sector agencies that involve configuring, implementing and supporting solutions similar in scope and size to the NCS”	Canada will accept unique project experience references of each joint venture member to meet this requirement.

	<p>Can Canada please confirm that the full experience of a joint venture can be leveraged to meet MC-2? This would allow unique project examples to be contributed by all parties of the joint venture.</p> <p>For example, with a joint venture composed of members X and Y, corporate project references 1 and 2 could be provided by member X while corporate project reference 3 could be provided by member Y, fulfilling the requirement for demonstration of experience across (3) contracts for government or private sector agencies.</p>	
27	<p>Section 1.2 d) of the RFP states:</p> <p>"... Canada also expects that this type of Solution will evolve with time and technology, including incorporation of functionalities or technologies that isn't currently part of the requirement. Canada reserves the right to consider these evolutionary functionalities or technologies to be part of the ongoing scope of the work being done under the Contract..." Section 7.1 has similar language.</p> <p>The two sections listed above infer that any added scope (for example, additional Software with new functionality/features) which was not part of the initial Contract scope can, at any time, be included under the terms/pricing of this same Contract. Can Canada amend 1.2 d) and 7.1 to confirm that any additional functionality will be priced at the time it is required and executed via amendment to the Contract?</p>	<p>Canada's requirements are as stated. The term and condition remains unchanged.</p>
28	<p>7.28 Price Certification:</p>	<p>Canada's requirements are as stated. The term and condition remains unchanged.</p>

	<p>We request deletion of Article 7.28 Price Certification from this RFP. A competitive RFP process, which results in a comparison of rates by multiple Bidders at the same time, is the most fair, efficient, and effective means of determining the lowest price and best value to Canada, as the Bidder has to bid against competitors. It is our understanding that current policy in the Canadian Government for competitive RFPs indicates that clauses such as this Most Favoured Customer Clause are only required for non-competitive procurement process for goods and/or services over \$50,000.</p> <p>In this case, the RFP is competitive and has an evaluation methodology that establishes a competitive financial outcome. As a result, the Most Favoured Customer clause should not be required.</p>	
29	<p>Articles 7.7. (iii) Indemnification and 7.29 Limitation of Liability:</p> <p>Articles 7.7. (iii) and 7.29 Limitation of Liability should be replaced in their entirety by a new Article 7.29 which needs to incorporate the approved Limitation of Liability for IM/IT contracts published in the SACC Manual at the following web link: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/N/N0000C/4. For clarity, the proposed multiplier of 0.25 and 1M cap are acceptable.</p>	Canada's requirements are as stated. The term and condition remains unchanged.
30	<p>Articles 7.9 e) to 7.14 and General Conditions 2030 and 2035:</p> <p>We request that Canada clarifies its intent with the inclusion of Articles 7.9 e) to 7.14 given that such</p>	Canada's requirements are as stated. The term and condition remains unchanged.

	<p>terms and conditions are already adequately covered under the General Conditions 2030 or 2035, as applicable. The usual structure of the contracts with Canada which incorporate by reference the SACC Manual terms and conditions is typically to avoid such duplication and inclusion of different general conditions. As a result, we believe that Articles 7.9 e) to 7.14 inclusively should be deleted as they are already covered under the General Conditions 2030 or 2035, as applicable.</p>	
31	<p>Capabilities 5.3.1.1 and 5.5.4.1 in Appendix C:</p> <p>We request further clarity on what is implied within the Initial Operating Capability.</p> <p>Initial Operating Capability is defined in Annex D as “an interim operating solution that is implemented to allow the NC3 Unit to conduct their operations until such a time that the Solution being developed is in place.”</p> <p>Section 3.9 of the SOW states that the Contractor must use an iterative approach, and “deliver, for acceptance, incremental releases of the Solution until Full Operating Capability is delivered as documented in the Business Capability Model.”</p> <p>Are these incremental releases the same as the Initial Operating Capability and therefore means that each incremental release must maintain the data already captured in the Solution? Or is the Initial Operating Capability an interim operating solution that the RCMP already has in place until the first release of the Solution, and therefore we must consider data migration efforts from this interim operating solution?</p>	<p>The Initial Operating Capability is an interim operating solution that the RCMP has in place until the first release of the Solution, and therefore the bidder must consider data migration efforts from this interim operating solution.</p> <p>As per Annex D – Definitions and Interpretations:</p> <p>“Initial Operating Capability” means an interim operating solution that is implemented to allow the NC3 Unit to conduct their operations until such a time that the Solution being developed by this RFP is in place.</p>

32	<p>Capability 5.7.2.3 states: "The Solution must integrate with 3rd party enterprise data governance management tools." Can Canada provide the list of 3rd party enterprise data governance management tools the Solution must integrate with?</p>	<p>Canada requires the Bidder to describe, in general terms, how its Solution supports integration with 3rd party enterprise data governance management tools. Rather than specific products, Canada is looking for the ability to use Open Standards to provide configurable interfaces (for example; JSON, Restful APIs and asynchronous messaging brokering) for system integration. See PRT-5-16 for related rated criteria.</p>
33	<p>Capability 5.7.2.4 states: "The Solution must integrate with 3rd party Geospatial services." Can Canada confirm that the 3rd party Geospatial services that the Solution must integrate with is ESRI as listed in Table 4-1: Mandatory RCMP Components of the SOW? Is Canada using any kind of GeoEvent server that needs to be considered in the Solution?</p>	<p>Canada confirms the RCMP Enterprise ArcGIS ESRI solution includes a GeoEvent server that must be considered in the Solution.</p>
34	<p>Capability 5.8.1.1 states "The Solution must retain an activity log of all activity performed by a P3 and NC3 User including adding, modifying, querying, printing, exporting and deleting information." Capability 5.15.2.1, PRT-5-54, Section 7.4.b of the RFP, and Section 3.20 of the SOW requires the Solution to be Browser based. Printing in a browser-based Solution is under the control of the browser and workstation in use, and not the web application. Capability 5.8.1.1 would require workstation or browser-based Solutions to be put in place to log all printing activity occurring from the browser. Can Canada confirm that it requires this full activity log,</p>	<p>Canada requires an activity log of all P3 and NC3 User activities, including activity log entries for Solution based functionality that results in the generation of P3 or NC3 printable material. The logging of local browser-based printing external to the Solution is not required.</p>

	including browser-based printing, that is performed in both P3 and NC3?	
35	<p>Capability 5.13.1.7 states: “The Solution must allow a User to create a Help Ticket for assistance from NCS system support resources. Help Tickets can be escalated to Central Help-Desk for resolution.”</p> <p>Can Canada clarify whether this is intended to be the Contractor’s help desk, the NC3 help desk, or integration to an RCMP Central Help Desk?</p>	<p>This requirement is to allow a User to create a ticket within the NCS requesting help from a “Super User” as per Level 0 support (See “Support” – SOW Annex D).</p>
36	<p>Appendix F</p> <p>Volumetrics include transaction volumes and terabyte size estimates for data. We request that Canada provide estimates of Data Source Records to be processed and analyzed for linking to other entities.</p>	<p>Data source record volume estimates are provided in Table F-1 and Table F-2.</p>
37	<p>RCMP Cloud Infrastructure. The RFP contemplates the RCMP provisioning cloud infrastructure on which the software solution will be hosted. See, for example, section 4.6 (Cloud Deployment). Please confirm that any security requirements applicable to the RCMP-provisioned infrastructure will be the requirements in the contract under which the RCMP procures the applicable infrastructure – and that the Contractor will not be responsible under the resulting contract for ensuring compliance with those requirements.</p>	<p>For any cloud infrastructure provided by the RCMP, the RCMP will be responsible for any security control solely applicable to that infrastructure. The Contractor will be responsible for integrating the Solution with any security mechanism deployed at the infrastructure level and working with RCMP for any security mechanism with a shared security model.</p> <p>Please refer to section 3.5 Security Control Implementation of the Government of Canada Cloud Security Risk Management Approach and Procedures (https://www.canada.ca/en/government/system/digital-government/digital-government-innovations/cloud-services/cloud-security-risk-management-approach-procedures.html) publication for a description of the</p>

		distribution of responsibility for security requirements for the various cloud deployment models.
38	<p>Bidder's Statement of Work. The Statement of Work for this project (Annex A to the RFP) sets out high level requirements for the solution, but is missing details needed for the successful design, implementation and maintenance of the requested solution. As part of the contracting process, it will be critical for the successful bidder and RCMP/PSPC to supplement Annex A with a more detailed statement of work so that there is better clarity on the services, deliverables, timelines, responsibilities, assumptions and dependencies that are applicable to the project. Please confirm that there will be an opportunity for mutually agreed upon enhancements to be made to the Statement of Work.</p>	<p>Suggested enhancements to the Statement of Work must be made during the bid solicitation in accordance with the RFP section 2.6-Improvement of Requirement during Solicitation Period "Should Bidders consider that the specifications or Statement of Work and Statement of Requirements contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions."</p>
39	<p>Warranty. Section 7.1(a)(viii) provides that the Contractor must provide a 12 month warranty. We are unable to offer a warranty of greater than 90 days. Please revise the warranty period to 90 days and exclude application of the warranty where service level agreement requirements are in place.</p>	<p>Canada's requirements are as stated. The term and condition remains unchanged.</p>
40	<p>Scope of license. Section 7.1(g) provides Canada with a fully-paid and royalty-free copyright license to anything that is created or developed by the Contractor as part of the Work. The grant of license is overly broad as it covers "any government purposes". Please clarify that "any government</p>	<p>No. Canada is seeking a National Cybercrime Solution to deliver on its mandate, to coordinate Canadian cybercrime operations and collaborate with international partners, provide digital investigative advice and guidance to Canadian police, produce actionable cybercrime intelligence for Canadian police, and establish a national public reporting</p>

	purposes" means "internal use within the Government of Canada".	mechanism for reporting cybercrimes and frauds to police. Therefore, the license and service provided under the contract must include and support such external initiatives.
41	Software Supplemental General Conditions. Section 7.1(h) incorporates by reference Supplemental General Conditions 4003 and 4004. These conditions are intended for use in traditional software procurements (on premises use) and are incompatible with the procurement of a cloud-based solution. For context, neither 4003 nor 4004 form part of the Government of Canada's Protected B cloud agreement. Please delete both 4003 and 4004 from the RFP.	Canada's requirements are as stated. The term and condition remains unchanged
42	Personal Information. Section 7.1(h) incorporates by reference Supplemental General Conditions 4008. 4008 sets out detailed requirements in respect of the collection, use and disclosure of personal information. These requirements are not relevant given the scope of services to be performed by the Contractor. Please delete both 4008 and subsections 7.18(g)-(r) (which set out similar privacy obligations) from the RFP.	Canada's requirements are as stated. The term and condition remains unchanged.
43	Contract Term. Section 7.2 provides a contract period of up to 11 years – an initial term of 3 years from contract award and up to 8 additional one-year option periods. An 11 year term is unworkable, in part because Canada is looking to procure a cloud-based solution that may undergo material changes over time. A reduction in the term to a maximum of 5 years is CRITICAL. This can be accomplished by reducing the number of one-year option periods to 2, with renewals in following years being subject to mutual agreement. The importance of amending the RFP to address this issue cannot be understated. If	Canada's requirements are as stated. The term and condition remains unchanged.

	PSPC does not do so, the RFP is unlikely to result in the submission of any compliant proposals.	
44	<p>Software Application Evolution; Features or Functionalities. Section 7.3(b) requires the Contractor to continue to provide the Services as a commercially available Solution, with functionality or features and on terms that are no less favourable than as at the time of Contract award.</p> <p>It is CRITICAL that this requirement be deleted. It is not possible for a bidder to guarantee that a product or service will remain commercially available for 11 years. If PSPC does not delete this requirement, the RFP is unlikely to result in the submission of any compliant proposals.</p>	Canada's requirements are as stated. The term and condition remains unchanged.
45	Improvements to and Evolution of the Solution. Section 7.3(c) requires the Contractor to provide no-charge access to new products or services. It is commercially unreasonable for Canada to expect to receive no-charge access, particularly given the duration of the contract (11 years). It is CRITICAL that this requirement be deleted.	Canada's requirements are as stated. The term and condition remains unchanged.
46	Downgrade. Section 7.3(d) provides that there may be circumstances where the Contractor is unable to provide the Services with no less favourable features and functionality over the course of the Contract Period, but also requires the Contractor to pay all costs incurred by Canada to migrate and store data and procure replacement services in the event of such depreciation. It is CRITICAL that this requirement be deleted. If PSPC does not delete it, the RFP is unlikely to result in the submission of any compliant proposals. Please revise Section 7.3(d) as follows:	Canada's requirements are as stated. The term and condition remains unchanged.

	<p>Downgrade. If the Contractor is unable to provide the Services with no less favourable features and functionality, the Contractor will provide written Notice to Canada identifying the circumstance, and alternative options, specifically including a reduction in pricing. If no proposed alternative option is acceptable to Canada, the Contractor agrees to consent to a termination of the Contract, and pay all identifiable direct costs incurred by Canada to migrate and store Client's Data, and to procure equivalent replacement services.</p>	
47	<p>Termination by the Contractor. The RFP includes multiple provisions pursuant to which Canada reserves the right to make changes. For example:</p> <ul style="list-style-type: none">o Section 7.18 provides that Canada reserves the right to update the security requirement;o Sections 6.2(m) and 7.18(b)(xviii) provide that Canada reserves the right to generate and promulgate country-specific foreign security requirement clauses; ando Sections 7.18(i) and 7.18(n) of the RFP and section 11 of SACC 4008 includes authority for Canada to establish requirements regarding the Contractor's handling of personal information. <p>To account for Canada needing to change its requirements, it is critical that the Contractor have the right to terminate the resulting contract if any such change makes it unreasonable or impractical for the Contractor to continue to perform. Please revise the RFP to include a termination right in favour of the Contractor. If this change is not made, any change to requirements should be made subject to a change</p>	<p>Canada's requirements are as stated. The term and condition remains unchanged.</p>

	order process pursuant to which the Contractor will be compensated for meeting new requirements.	
48	<p>Security Requirement – Canadian Supplier. Section 7.18(a) sets out a short list of security requirements applicable to a “Canadian Supplier”. The list of requirements is significantly less comprehensive and less onerous than the security requirements applicable to a “Foreign Supplier”. It is unclear why Canada would have weaker security requirements for Canadian suppliers than foreign suppliers. Regardless of the reason, the effect of the different standards as between Canadian and foreign suppliers is to discriminate against foreign suppliers contrary to Canada’s trade agreements, including the Canada-US-Mexico Trade Agreement, and potentially place the security of protected/personal information at risk. It is CRITICAL that section 7.18 be revised so that Canadian and foreign suppliers are on a level playing field and so that protected and personal information will be subject to comparable security safeguards regardless of whether the Contractor is a Canadian or foreign supplier.</p>	Canada’s requirements are as stated. The term and condition remains unchanged.
49	<p>Security Requirement – Foreign Supplier. Section 7.18(b) identifies requirements applicable to a foreign recipient Contractor and Subcontractor. This contrasts with the “Canadian Supplier” requirements, which apply only to the Contractor. Although subcontracts issued by a Canadian Supplier that contain security requirements must be awarded only with the approval of PWGSC, there is no comparable requirement that a</p>	Canada’s requirements are as stated. The term and condition remains unchanged.

	<p>subcontractor to a Canadian supplier meet each of the security requirements found in section 7.18(b). The effect of the different standards as between Canadian and foreign suppliers is to discriminate against foreign suppliers contrary to Canada's trade agreements, including the Canada-US-Mexico Trade Agreement, and potentially place the security of protected/personal information at risk. It is CRITICAL that section 7.18 be revised so that comparable security requirements apply to subcontractors of both Canadian and foreign suppliers.</p>	
50	<p>Registration with supervisory authority. Section 7.18(b)(ii) provides that:</p> <p>"The Foreign recipient Contractor / Subcontractor must at all times during the performance of the contract/subcontract be registered with the appropriate government administered supervisory authority responsible for Personal Information in the country(ies) in which it is incorporated or operating and authorized to do business. The Foreign recipient Contractor / Subcontractor must provide proof of its registration with the applicable supervisory authority to the Contracting Authority and the Canadian DSA, and identify the relevant national Privacy Authority. For European Contractors / Subcontractors, this will be the national Data Protection Authority (DPA)."</p> <p>This requirement cannot be satisfied to the extent that the Foreign recipient Contractor / Subcontractor is incorporated or operating and authorized to do business in any jurisdiction that (a) does not have a government administered supervisory authority responsible for Personal Information, or (b) does</p>	<p>Canada's requirements are as stated. The term and condition remains unchanged.</p>

	not have a supervisory authority that supports registration. It is CRITICAL that this requirement be revised so that it applies only to the extent that registration by the Contractor / Subcontractor is a legal requirement in the applicable jurisdiction. Additionally, to avoid unnecessary effort by contractors, please revise the requirements to provide proof of registration with the applicable supervisory authority and to identify the relevant national Privacy Authority so that they are triggered by the Contracting Authority and the Canadian DSA requesting the applicable information.	
51	<p>Safeguarding standard. Section 7.18(b)(xiii) provides that:</p> <p>"The foreign recipient Contractor / Subcontractor must provide the CANADA PROTECTED/Personal information/ assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA."</p> <p>This requirement creates safeguarding requirements that, for bidders, are unknown and unknowable. It is CRITICAL that this requirement be removed from the RFP.</p>	Canada's requirements are as stated. The term and condition remains unchanged.
52	<p>1. Return of information and records. Section 7.18(b)(xiv) provides that:</p> <p>"Upon completion of the Work, the foreign recipient Contractor / Subcontractor must return to the Government of Canada, all CANADA PROTECTED/Personal information/assets furnished</p>	Canada's requirements are as stated. The term and condition remains unchanged.

Solicitation No. - N° de l'invitation
M7594-205915/D
Client Ref. No. - N° de réf. du client
M7594-205915

Amd. No. - N° de la modif.
004
File No. - N° du dossier
155xl.M7594-205915

Buyer ID - Id de l'acheteur
164XL
CCC No./N° CCC - FMS No./N° VME

	<p>or produced pursuant to this contract/subcontract, including all CANADA PROTECTED information/assets released to and/or produced by its subcontractors.”</p> <p>A similar requirement is found in section 7.18(o) (Disposing of Records and Returning Records to Canada) which provides that:</p> <p>“The foreign recipient Contractor / Subcontractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the contract / subcontract is complete, or the contract / subcontract is terminated, whichever of these comes first, the foreign recipient Contractor / Subcontractor must return all Records (including all copies) to the Contracting Authority.”</p> <p>A similar requirement is also found in section 7.18(k) which provides that:</p> <p>“Within 30 calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the foreign recipient Contractor / Subcontractor must submit the following to the Contracting Authority:</p> <p>(iv). a complete copy (in an electronic format agreed to by the Contracting Authority and the foreign recipient Contractor / Subcontractor) of all the Personal Information stored electronically by the contract / subcontract.”</p> <p>Section 2.0 (b) of Annex E (Privacy Obligations) also provides that:</p>	
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	<p>"When requested by the Contracting Authority, the Contractor must provide Personal Information records within five Federal Government Working Days (or seven Federal Government Working Days if it must be retrieved from offsite backup/replication) in a Word or Excel document."</p> <p>Imposing an obligation on the Contractor to return or deliver PROTECTED or personal information is unworkable, as it is inconsistent with the delivery model for cloud services (pursuant to which the service provider typically has no standing access to the customer's data). It is CRITICAL that these requirements be revised so that the Contractor will meet its contractual obligations if it provides Canada with the ability to access and extract Customer Data stored in the applicable online services, including using a limited function account for up to 90 days after expiration or termination of the contract or, if earlier, 90 days after Canada terminates the applicable online service. In addition, it is CRITICAL to clarify that after the 90-day period ends, the Contractor may disable Canada's account and delete the Customer Data.</p>	
53	<p>Access to restricted sites. Section 7.18(b)(xv) provides that:</p> <p>"The foreign recipient Contractor / Subcontractor requiring access to CANADA PROTECTED/Personal information/assets or Canadian restricted sites, under this contract, must submit a Request for Site Access to the Departmental Security Officer of the Royal Canadian Mounted Police."</p> <p>Please confirm that this provision applies only to site access to Canada's restricted sites. Seeking</p>	<p>Response: As refer to Section 7.18)b) (XV) that the foreign recipient Contractor / Subcontractor requiring access to CANADA PROTECTED/Personal information/assets or Canadian restricted sites, under this contract, must submit a Request for Site Access to the Departmental Security Officer of the Royal Canadian Mounted Police."</p>

	approval to access the Contractor's own work sites is unworkable.	
54	<p>Physical and logical independence of databases. There are inconsistent requirements in the RFP regarding the physical independence of databases. Section 7.18(c)(iii) provides that:</p> <p>"The foreign recipient Contractor / Subcontractor must ensure that all databases on which any data relating to the contract / subcontract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases."</p> <p>This requirement is inconsistent with subsection 5.4.2 a) of Annex A, which states that:</p> <p>"The Contractor must utilize security controls to ensure appropriate isolation of resources such that NCS data is not co-mingled with other tenant data, while in use, storage or transit, and throughout all aspects of the Service's functionality and system administration. This includes access controls and enforcement of appropriate logical or physical segregation..."</p> <p>By definition, a cloud-based solution tenant involves one or more multi-tenant data centres where databases on which data is stored is logically separated. It is CRITICAL that Section 7.18(c)(iii) be revised so that it is consistent with subsection 5.4.2 a) of Annex A. This can be accomplished by replacing "and" with "or":</p> <p>"The foreign recipient Contractor / Subcontractor must ensure that all databases on which any data relating to the contract / subcontract is stored are physically</p>	Canada's requirements are as stated. The term and condition remains unchanged.

	orand logically independent (meaning there is no direct or indirect connection of any kind) from all other databases.” Additionally, it is CRITICAL that the requirement for logical isolation of data apply equally to Canadian and foreign suppliers.	
55	<p>Location of data processing. Section 7.18(c)(iv) provides that:</p> <p>“The foreign recipient Contractor / Subcontractor must ensure that all data relating to the contract/ subcontract is processed only in Canada or in another country approved by the Contracting Authority under subsection (b) (i).”</p> <p>Given that compliance with the requirements of the RFP and pricing are both directly impacted by the location of data processing, it is CRITICAL that permitted countries of processing be identified. Please confirm that it is acceptable to process data in the United States, the EU, any NATO country or any country with which Canada has an international bilateral industrial security instrument. Additionally, it is CRITICAL that the location of data processing requirement applies equally to Canadian and foreign suppliers.</p>	Canada's requirements are as stated. The term and condition remains unchanged.
56	<p><u>Appointment of Privacy Officer.</u> Section 7.18(j) provides that:</p> <p><i>“The foreign recipient Contractor / Subcontractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the</i></p>	Canada's requirements are as stated. The term and condition remains unchanged.

	<p><i>Personal Information and the Records. The foreign recipient Contractor / Subcontractor must provide that person's name to the Contracting Authority and the Canadian DSA within ten (10) days of the award of the Contract / subcontract."</i></p> <p>Please confirm that the Contractor may, at its option, appoint its Contract Security Officer or an Alternate Contract Security Officer to act as its privacy officer for purposes of the resulting contract. Additionally, please ensure that the requirement to appoint a privacy officer applies equally to Canadian and foreign suppliers.</p>	
57	<p>Quarterly reporting. Section 7.18(k) provides that:</p> <p>"Within 30 calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the foreign recipient Contractor / Subcontractor must submit the following to the Contracting Authority:</p> <p>(i). a description of any new measures taken by the foreign recipient Contractor / Subcontractor to protect the Personal Information (for example, new software or access controls being used by the foreign recipient Contractor / Subcontractor);</p> <p>(ii). a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);</p> <p>(iii). details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor / Subcontractor; and</p>	<p>Canada's requirements are as stated. The term and condition remains unchanged.</p>

	<p>(iv). a complete copy (in an electronic format agreed to by the Contracting Authority and the foreign recipient Contractor / Subcontractor) of all the Personal Information stored electronically by the contract / subcontract.”</p> <p>Please delete these requirements from the RFP as the Solution will not include collecting, using or disclosing personal information on behalf of Canada. Additionally, if a decision is made to retain some or all of the requirements, it is CRITICAL that they be applied equally to Canadian and foreign suppliers.</p>	
58	<p>Audit by Canada. Section 7.18(m) provides that Canada may require access to the Contractor's premises and personal information and records. Consistent with the “Access to Locations” provision in section 7.14(d), please exclude access to multi-tenant data centres from this provision. Additionally, consistent with section 1 of Annex E (Privacy Obligations), it is CRITICAL that onsite audits be made subject to the parties negotiating access in good faith, taking into account the rationale for Canada's request and the Contractor's processes and protocols.</p>	Canada's requirements are as stated. The term and condition remains unchanged.
59	<p>Price certification. Section 7.28 sets out a price certification (lowest price for like quality and quantity of the goods, services or both). A price certification is not required in a competitive procurement and is inappropriate to include. It is CRITICAL that section 7.28 be deleted from the RFP.</p>	Canada's requirements are as stated. The term and condition remains unchanged.
60	<p>Priority of Documents. Section 7.33 provides that General Conditions 2035 and 2030 take priority over the supplemental general conditions.</p>	Canada's requirements are as stated. The term and condition remains unchanged.

	<p>Prioritizing 2035 and 2030 over the supplemental general conditions is problematic given that the supplemental general conditions include provisions (including in respect of the ownership of intellectual property) that are intended to override the general conditions. It is CRITICAL to place General Conditions 2035 and 2030 in the list of documents below the supplemental general conditions.</p>	
61	<p>Third party audit. Section 1.(b) of Annex E (Privacy Obligations) provides that:</p> <p>“Within 30 days of request from the Contracting Authority, the Contractor must engage a third party to conduct a privacy audit or provide evidence to confirm that it does not generate, collect, use, store or disclose any additional personal information as defined by Canada...”), Canada will accept a third party privacy audit of the Contractor’s service, completed within the last 2 calendar years, against an internationally recognized privacy standard approved by Canada.</p> <p>This requirement is unworkable in the context of cloud services and it is CRITICAL that it be deleted from the RFP. Cloud service providers engage independent, third party auditors to review their information security controls against internationally recognized standards. In place of the current wording in Annex E, Canada could require the cloud provider to provide access to the applicable audit reports.</p>	<p>In order to meet this requirement (specifically the section worded “or provide evidence to confirm that it does not generate, collect, use, store or disclose any additional personal information as defined by Canada...”), Canada will accept a third party privacy audit of the Contractor’s service, completed within the last 2 calendar years, against an internationally recognized privacy standard approved by Canada.</p>
62	<p>RFP Section 7.21 Subsection (c) Phase 2 Solution, states that the Contractor will be paid an all-inclusive</p>	<p>1.) Section 7.21 (c) covers Pricing Table 3 for the full delivery and implementation of Phase 2 solution.</p>

	<p>firm lot price which "... includes, whenever applicable to the proposed Solution delivery model, the delivery, installation, integration and configuration of the Solution, incidental and additionally required information technology infrastructure services, Software Documentation, Warranty, Maintenance and Support, Training during Solution implementation period, waivers, non-disclosure agreements, other releases to Canada and all User Licenses and Accesses or both, as applicable, for up to 2000 users to access and use the Solution..."</p> <p>Please confirm the following:</p> <ul style="list-style-type: none"> • Which Pricing Tables in Annex B make up the all-inclusive firm lot price referenced in section 7.21 Subsection (c)? • What time period does the all-inclusive firm lot price referenced in section 7.21 Subsection (c) cover – is it the initial contract period only, that is, three years? • With respect to the firm lot price, there is no firm number of User Licenses and/or User Access Licenses specified. The requirement is for "up to 2000 licenses". Please confirm the number of User Licenses and/or User Access Licenses to be included in the all-inclusive firm lot price is 2000. 	<p>2.) Yes - The schedule of deliverables under Phase 2 is as per Annex A- Statement of Work. Work under Phase 2 and any associated pricing is subject to Canada exercising its option to Phase 2.</p> <p>3.) Pricing Table 3 must cover an all-inclusive pricing for the delivery and implementation of the full solution in accordance with Annex A-SOW.</p>
63	<p>Annex B Table 3 requires Bidders to insert a Firm all-inclusive price for the delivery of the Full Solution which aligns to RFP Section 7.21 Subsection (c). Pricing Table 4 Grant for Additional User Licenses or User Access requires bidders to provide a price per user where the number of users for evaluation is 100.</p> <p>i) Please confirm that the User Licenses or User Access Licenses are in addition to the 2000</p>	<p>i) Pricing Table 3 must cover an all-inclusive pricing for the delivery and implementation of the full solution in accordance with Annex A-SOW. Pricing Table 4 must address grant for additional User Licenses or User Access during the implementation period. In accordance with Section 7.22 the additional licenses are to be invoiced separately.</p>

	<p>User Licenses or Use Access Licenses to be included in the Firm Lot price and that in accordance with Section 7.22 the additional licenses are to be invoiced separately.</p> <p>Please identify the time frame that the prices to be inserted in the column entitled "Price per User" covers – is it one month, one year, three years?</p>	<p>ii) The period of coverage is as stated in the bid solicitation document, reference Annex B.</p>
64	<p>It is unclear which pricing table in Annex B captures the on-going costs in respect of the initial 100 User licenses or User access licenses required for the Prototype Solution and potential Prototype of platform. Please confirm where bidders are to insert the pricing for the initial 100 Users after the CUA and prototype test validation are completed.</p>	<p>Pricing tables 1 and 2 respectively for CUA and PoP (if applicable) are all inclusive price tables. Bidders are required to insert their all inclusive price in accordance with the bid solicitation.</p>
65	<p>RFP Section 7.22 (d) states that "Canada will pay the Contractor on a monthly basis" for the Optional Additional User Licenses. Software publishers have operationalized invoicing of customers either by requiring monthly payments in advance or, by requiring annual payments in advance. Forcing a Software Publisher to customize their invoicing practices for a standardized, commercial product is not workable. In addition, it is unclear what acceptance process would be required for additional Licenses. Please revise Section 7.22 (d) to read as follows:</p> <p>Monthly Payment – Optional Additional User Subscription Licenses or Additional User Subscription Accesses or both, as applicable (Ref. Table 4, Table 5A, Table 5B of Annex B, Basis of Payment)</p>	<p>Canada has amended the bid solicitation to include an advance payment provision to the method of Payment- see amendment.</p>

	<p>At Canada's sole discretion, Canada may exercise the irrevocable option for the Contractor to deliver Additional User Subscription Licenses or Additional User Subscription Accesses or both, as applicable. If Canada exercises this irrevocable option, Canada will pay the Contractor on either a monthly basis or an annual basis for additional User Subscription Licenses or additional User Subscription Accesses or both as determined by the Contractor's standard invoicing process, in accordance with the payment provisions of the Contract if:</p> <p>(i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; and</p> <p>all such documents have been verified by Canada.</p>	
66	<p>Please identify the period of coverage with respect to the Pricing Tables 4, and 5A and 5B and add a subscription license option that is based upon an annual subscription fee covering the applicable number of users. The subscription fee needs to be payable at the beginning of each subscription year, while the annual subscription fee can be used to calculate the total subscription fee for the initial term or renewal term, as applicable.</p>	<p>The period of coverage is as stated in the bid solicitation document, reference Annex B.</p> <p>Canada has amended the bid solicitation to include an advance payment provision to the method of Payment- see amendment.</p>
68	<p>MC55 SCED and 5.7.2.2 Cloud Connectivity states: "The Bidder's proposed Solution must be deployable on a cloud platform that has been successfully onboarded to SSC/TBS's SCED (Secure Cloud Enablement and Defence) project. The Bidder must demonstrate compliance by providing evidence</p>	<p>Canada's requirements are as stated in the bid solicitation. It will be the bidder's responsibility to contact the Cloud Service Providers identified as being assessed to support Government of Canada Protected B Cloud workloads (https://cloud-broker.canada.ca/s/central-provider-page-v2?language=en_US) and inquire as to their ability to meet</p>

	<p>confirming successful integration between their CSP and GoC networking using SCED infrastructure.</p> <p>The Solution must be capable of utilizing a dedicated cloud connection to ensure a secure high-speed connection exists between the RCMP data centre and the RCMP Protected B Cloud Tenant.”</p> <p>Can Canada please provide the short list of acceptable Cloud Providers? We are unable to determine through publicly-available information, which Cloud Service Providers are confirmed good, or otherwise obtain a schedule for Cloud Service Provider connections to SCED and the nature of the connectivity differences within SCED to the RCMP Protected B Cloud Tenant. Removing this requirement and specifying the acceptable options will guarantee proposed Solutions are not inadvertently disqualified, and ensures a more competitive process, particularly around disqualifying a superior Solution that is proposed to run at lower cost in an inconvenient place (Cloud Provider).</p> <p>In the alternative, if Canada will not provide a short list of acceptable Cloud Providers, we ask that Canada would either:</p> <p>Option 1) Provide a SCED contact and/or process for bidders to get this information (specifically the short list of acceptable Cloud Service Providers and network details) needed to comply, OR</p> <p>Option 2) Remove the requirement to provide the cloud infrastructure from the RFP and plan to acquire (possibly with a competition through SSC’s Cloud Framework Agreement) the Cloud infrastructure required and evaluate the Solution capabilities ONLY</p>	the Secure Cloud Enablement and Defence requirement for their cloud platform.
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	<p>rather than the location the solution is proposed to be deployed. This is the crux of our 4.6 Cloud Deployment d) iii question below, OR</p> <p>Option 3): Allow any cloud to be proposed but as part of contracting for the Phase 2 work, Canada retains the right to request the deployment to be to a preferred CSP. If Canada elects to migrate to a preferred CSP in Phase 2, it will be included in the plan submitted for approval at the start of Phase 2 along with a change request removing the costs of the Contractor's selected cloud once that MVP environment can be sunset.</p> <p>Infrastructure costs of the preferred Cloud can be negotiated at that time or the CSP can directly invoice Canada. The additional effort to perform the migration to Canada's preferred CSP (if any) would be included in a Task Authorization for the Phase 2 work.</p>	
69	<p>4.6 Cloud Deployment a) ii and MC-55 states:</p> <p>"a) The Contractor must deliver a complete Solution consisting of any combination of Cloud Service Delivery Models including;</p> <p>ii. SaaS or Public PaaS – Solution will be hosted and managed by the Contractor, on the Contractor's chosen CSP, and used by the RCMP;"</p> <p>Canada indicates a willingness to accept a SaaS solution "hosted and managed by the Contractor on the Contractor's chosen CSP". Our Solution can be consumed as SaaS but not necessarily on Cloud Providers that comply with other requirements such as MC-55. Please confirm that</p>	<p>Canada's requirements are as stated in the bid solicitation.</p>

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164XL
CCC No./N° CCC - FMS No./N° VME

	ANY SSC-approved Protected B Cloud Service Provider may be bid in order for RCMP to take advantage of the simplicity of a SaaS offering regardless of other infrastructure requirements.	
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ALL OTHER TERMS AND CONDITIONS OF THE BID SOLICIATION REMAIN UNCHANGED.