



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. 008
Client Reference No. - N° de référence du client M7594-205915	Date 2021-06-02
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 #008 is raised to:

1. Update Bid Solicitation, Section 1.3, Overview of the Project, paragraph a)
2. Update Part 3 - Bid Preparation Instructions, Section 3.1, paragraphs, (a) and (c)
3. Update Part 7- Resulting Contract Clauses, Section 7.28- Price Certification
4. Update Annex A – Statement of Work, Section 4.3, Interoperability, paragraph a), items ii and v.
5. Update Appendix A to Annex C – Security Classification Guide, Table A-1 Security Classification Guide for Commercial Cloud Services items #2 and #3
6. Update Appendix B to Annex C – Security Obligations, Section 7, Security Incident Response, paragraph a)
7. Update Appendix B to Annex C – Security Obligations, Section 10, Sub-processors, paragraph b)
8. Update Annex D - Definitions and Interpretations, item “Canada Data”
9. Update Annex D - Definitions and Interpretations, add item “Client Data”
10. Update Annex D - Definitions and Interpretations, item “Information Assets”
11. Update Annex D - Definitions and Interpretations, item “Record”
12. Update Annex E - Privacy Obligations, Section 2, Data Ownership and Privacy Requests, paragraph a)
13. Update Annex E - Privacy Obligations, Section 4, Privacy Breach, paragraph c), item ii
14. Post Questions and Answers

The Solicitation is amended as follows:

1. Bid Solicitation - Section 1.3 – Overview of the Project, paragraph a) DELETE the following:

The Government of Canada will retain ownership of all data in the solution including business data, monitoring data, and metadata.

And REPLACE with:

The Government of Canada will retain ownership of all data in the Solution; as defined by “Canada’s Data” in Annex D – Definitions and Interpretations.

2. Part 3 – Bid Preparation Instructions, Section 3.1, paragraphs (a) and (c) are hereby DELETED and REPLACED by;

3.1 Bid Preparation Instructions:

- (a) The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the SACC 2003 Standard Instructions – Goods or Services – Competitive Requirements. The ePost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit (BRU) email address <tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgscc@tpsgc-pwgsc.gc.ca> in order to register for the ePost Connect service. Bids will not be accepted if emailed directly to this BRU email address. This email address is to be used to open an ePost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.
 - (c) The Canada Post Corporation's ePost Connect service has the capacity to receive multiple attached files per individual message. In case the RFP specifies that files other than PDF are required in the bid, the Bidder must submit related files in attachment per individual message. The maximum size of the individual message is 1GB each, as long as all messages of the ePost conversation do not exceed 20 GB in total including attachments.
- 3. Part 7- Resulting Contract Clauses, Section 7.28- Price Certification is hereby DELETED in its entirety.**
- 4. Annex A – Statement of Work - Section 4.3– Interoperability, paragraph a), item ii and v are hereby DELETED and REPLACED by:**
- a)
 - ii. The Solution must provide the ability for all Canada's Data to be extracted to an external data warehouse via bulk interfaces;
 - v. The Solution must provide the ability to import externally sourced data received in bulk (e.g., from Law Enforcement Agencies, Users, legacy CAFC data) into, and export Canada's Data out of the NCS Data Repository via both an API and a bulk interface;

5. Annex A – Appendix A to Annex C – Security Classification Guide, Table A-1 Security Classification Guide for Commercial Cloud Services, #2 and #3, DELETE the following:

- All Business Data

And REPLACE with:

- All Canada's Data

6. Appendix B to Annex C – Security Obligations, Section 7, Security Incident Response, paragraph a) is hereby DELETED in its entirety and REPLACED by the following;

7. Security Incident Response

- a. If the Contractor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Canada's Data or Personal Information while processed by the Contractor (each a "Security Incident"), the Contractor must promptly and without undue delay (i) notify Canada of the Security Incident; (ii) investigate the Security Incident and provide Canada with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

7. Appendix B to Annex C – Security Obligations, Section 10, Sub-processors, paragraph b) is hereby DELETED in its entirety and REPLACED by the following;

10. Sub-processors

- b. The Contractor must provide a list of Sub-processors within ten days of the effective date of the Contract. The Contractor must provide Canada notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Sub-processor at least 14-days in advance of providing that Sub-processors with access to Canada's Data or Personal Information. The Contractor must assist Canada with verification of sub-processors within 10 working days.

8. Annex D - Definitions and Interpretations, item “Canada Data” is hereby DELETED in its entirety and REPLACED by the following;

“Canada's Data” means information or data, including all text, sound, video, or image files, software and related metadata, regardless of form or format: (A) disclosed by Canada's personnel, clients, partners, joint venture participants, licensors, vendors or suppliers through the use of the Solution; (B) disclosed by End Users of the Solution; or (C) collected, used, processed by, or stored within the Solution; which is directly or indirectly disclosed to the Contractor or Subcontractors by or on behalf of Canada or through the use of the Solution including any such information or data to which (i) the Contractor or any Subcontractors obtains access, intentionally or inadvertently; (ii) resident on any network, System or Hardware used or managed for Canada by the Contractor for the Solution and Contractor's services, including Contractor Infrastructure.

9. Annex D - Definitions and Interpretations, item “Client Data” is hereby ADDED after “Client” as follows;

“Client Data” means (i) any data provided to the Contractor by Client or at its direction in connection with the Solution and (ii) all content that the Contractor develops and delivers to Client, and that Client accepts, in accordance with this Contract.

10. Annex D - Definitions and Interpretations, item “Information Assets” is hereby DELETED in its entirety and REPLACED by the following;

“Information Assets” means any individual data element of such Canada's Data.

11. Annex D - Definitions and Interpretations, item “Record” is hereby DELETED in its entirety and REPLACED by the following;

“Record” means any hard copy document or any data in a machine-readable format containing Personal Information or Canada's data.

12. Annex E - Privacy Obligations, Section 2, Data Ownership and Privacy Requests, paragraph a), item ii is hereby DELETED in its entirety and REPLACED by the following;

2. Data Ownership and Privacy Requests

- a) Client Data including all Personal Information (PI) will be used or otherwise processed only to provide the Services, including purposes compatible with providing the Services. The Contractor must not use or otherwise process Canada's Data or derive information from it for any advertising or similar commercial purposes. As between the parties, the Client retains all right, title and interest in and to Client Data. The Contractor acquires no rights in Canada's Data, other than the rights Client grants to the Contractor to provide the Solution to the Customer.

13. Annex E - Privacy Obligations, Section 4, Privacy Breach, paragraph c), item ii is hereby DELETED in its entirety and REPLACED by the following;

4. Privacy Breach

- c),
 - ii. Tracks, or enables Canada to track, disclosures of Canada's Data, including what data has been disclosed, to whom, and at what time.

14. Questions and Answers:

Question #	Question	Response
92	<p>Terminology. The RFP includes conflicting and overlapping terminology with respect to the data of Canada that is subject to security, ownership and other mandatory requirements. There are nine different terms used a total of thirty-three times:</p> <ul style="list-style-type: none">i. "Canada's Data" is used twelve timesii. "Canada's data" is used four timesiii. "Canada Data" is used six times	<p>Canada will replace the terms used to refer to Canada's Data in the RFP (as described in the question) with "Canada's Data" per the details provided in the Amendment.</p>

Question #	Question	Response
	<p>iv. "Canada data" is used once</p> <p>v. "Client Data" is used five times</p> <p>vi. "Client data" is used once</p> <p>vii. "Business Data" is used twice</p> <p>viii. "business data" is used four times</p> <p>ix. "Solution Data" is used once</p> <p>Of these nine terms, only two ("Canada's Data" and "Canada Data") are defined. The definitions are similar, but not identical.</p> <p>The inconsistent terminology and definitions in the RFP creates confusion and uncertainty. Also concerning is how the definitions of Canada's Data and Canada Data differ from the definition of "Canada's Data" used in the agreement pursuant to which public cloud providers sell SaaS, PaaS and IaaS solutions to the Government of Canada (see Shared Services' GC Cloud Framework Agreement Contract No. 32099-1-1-002). Whereas the GC Cloud Framework Agreement defines Canada's Data by reference to the data that is provided by Canada to the Contractor, the definitions in this RFP are materially broader.</p> <p>It may be that the definitions found in the RFP are designed to include as much data as possible within the scope of the security and ownership provisions of the RFP. However, by casting the net more broadly than was done in the Cloud Framework Agreement, PSPC has created significant gating issues for potential bidders, like cloud service providers, who are unable to extend the same security and operational controls that they apply to the data that they receive from their customers to the data generated through the use of the same services.</p>	

Question #	Question	Response
	<p>In the circumstances, it is CRITICAL that the RFP be amended to:</p> <p>1. Replace the terms "Canada Data", "Canada data", "Canada's data", "Client Data", "Client data", "Business Data" and "business data" with a single term: "Canada's Data"; and</p> <p>2. Define "Canada's Data" using the definition of the same concept found in the GC Cloud Framework Agreement:</p> <p>Canada's Data: Information or data, including all text, sound, video, or image files, software and related metadata, regardless of form or format: (A) disclosed by Canada's personnel, clients, partners, joint venture participants, licensors, vendors or suppliers through the use of the Cloud Services; (B) disclosed by End Users of the Cloud Services; or (C) collected, used, processed by, or stored within the Cloud Services; which is directly or indirectly disclosed to the Contractor or Subcontractors by or on behalf of Canada or through the use of the Cloud Services including any such information or data to which (i) the Contractor or any Subcontractors obtains access, intentionally or inadvertently; (ii) resident on any network, System or Hardware used or managed for Canada by the Contractor for the Cloud Services and Contractor's services, including Contractor Infrastructure.</p> <p>If these changes are not made, PSPC can expect that no compliant proposals will be submitted by cloud services providers.</p>	
93	<p>Section 3.1 Bid Preparation Instructions (c) states "In case the RFP specifies that files other than PDF are required in the bid, the Bidder must submit related files in attachment to the single epost Connect message above indicated. The maximum total size of the individual message is 1GB, including attachments." Would the Government allow for a bidder's submission to be broken up into multiple</p>	<p>A bidder can send more than one message (max size 1 GB each) as long as all messages of the ePost conversation do not exceed 20 GB in total. See amendment.</p>

Question #	Question	Response
	submissions in order to accommodate the 1GB transmission limit? The demo video alone would meet or exceed that limit.	
94	Bidder interpret that Annex B Table 4 represents a 3 Year period (initial term) from contract signing for 36 months. Please confirm our understanding.	The pricing requested for in Annex B Table 4 is for the entire period of the Implementation as per Annex A.
95	Bidder interpret that Option year 1 (year 4) starts 37 months after contract signing. Please confirm our understanding.	This is correct.
96	Annex B Table 4 includes Access Licenses definition. We interpret that Annex B Table 5a allows for the addition of User Access license pricing here as well. Please confirm.	This is correct.
97	Please provide instructions for a Bidder to represent a cost increase of the original 100 user licenses over the term of the contract. For example, there may be a price increase in licenses (Table 4) in Option Year 2 (Year 5). Where would that scenario be provided by the Bidder?	Bidders are requested to provide an all-inclusive pricing per additional user during implementation in accordance with Table 4. This all-inclusive price per additional user must reflect prices for the entire period of implementation.
98	Many of the large global professional services organizations including the accounting firms, are organized in a Member firm structure. Member firms of a supplier operate and provide professional services under one brand. Together, these firms form the Network. The Brand is often used to refer either to individual firms within the Network or to several or all of them collectively. In many parts of the world, regulated organizations are required by law to be locally owned and independent. Although regulatory attitudes on this issue are changing, the member firms do not and cannot currently operate as a corporate multinational. For these reasons, the Network consists of firms which are separate legal entities. The	The definition of Bidder as stated in clause 4 of PSPC SACC 2003 (2020-05-28) - Standard Instructions applies to this bid solicitation. Where the bid is to include a description of previous similar projects, the Bidder's submission must be in accordance with 3.4 (b) (iii). Where the Bidder is a Joint Venture, the experience of the Bidder is as described in clause 3.3. In accordance with clause 17 of SACC 2003 (2020-05-28)- Standard Instructions, a Joint Venture is defined as "...an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement..."

Question #	Question	Response
	<p>firms that make up the Network are committed to working together to provide quality service offerings for clients throughout the world. The supplier's purpose is to act as a coordinating entity for member firms in the Network, focusing on key areas such as strategy, brand, and risk and quality. The Network Leadership Team and Board of this supplier develop and implement policies and initiatives to achieve a common and coordinated approach among individual firms where appropriate. Member firms of this supplier can share technology, use the brand name and draw on the resources and methodologies of the Network. In addition, member firms may draw upon the resources of other member firms and/or secure the provision of professional services by other member firms and/or other entities. In return, member firms are bound to abide by certain common policies and to maintain the standards of the Network as put forward by this supplier. This structure enables the supplier to work with Team Members from other territories within its global network of firms to bring the required experience and expertise to deliver the scope and scale of services required.</p> <p>As this is an issue that affects a significant number of firms that would likely bid on this opportunity, please confirm that the above would qualify as Affiliates to respond to all Mandatory and Point-rated requirements of the RFP.</p>	
99	<p>In Part 7 "Resulting Contract". Please confirm that the financial holdback will be released once the deliverable(s) is accepted by Canada, and is part of the next deliverable milestone payment to be invoiced.</p>	<p>The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.</p>
Question #	Question	Response

Question #	Question	Response
100	<p>Please confirm that if a member of the Joint Venture formed by a Bidder to respond to this RFP has an equivalent organizational level (DOS), or Facility Clearance granted by another country's applicable governmental authority such as a Top Secret Facility Clearance, awarded by the Defense Counterintelligence & Security Agency in the US, this will be deemed an acceptable clearance. Examples of other such acceptable clearances may include NATO or 5 Eyes.</p> <p>In addition, please confirm that if the work is performed by the Lead Bidder member of the JV, in the country of the Lead Bidder member of the JV (ie Canada), that such a clearance is not required of the non Lead Bidder member of the JV if located outside of Canada.</p>	<p>Confirmed. It would be deemed as acceptable by Canada.</p>
101	<p>Can Canada please clarify that the definition of "portions of the work" in the SRCL related directly to the terms outlined in Section 5.5.1. Meaning artifacts developed outside the sensitive work sites, or directly with RCMP personnel, do not require access to Protected Information can be developed with unscreened personnel. As an example, can supporting documentation authoring be done by unscreened personnel? This will benefit RCMP by providing a lower total cost of bid.</p>	<p>Canada can confirm that "portions of work" as per the SRCL must be performed by screened personnel only. All personnel performing work under this contract must have the appropriate level of screening (e.g. FA2, ERS, ERS Secret, etc.) as determined by the RCMP.</p>
102	<p>Specific to point number 2 in MC-2. Would Canada Accept Client Name, Client Phone and Project name only for Secret/Top Secret Project reference within the Canadian Federal Government? Canada would need to have a Secret Cleared resource phone the contact for a verbal confirmation of the project details required. Without that</p>	<p>Canada's requirements are as stated. The mandatory requirement remains unchanged. It is the responsibility of the Bidder to ensure content shared with the RCMP has been approved by the Vendor's client prior to submission.</p>

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.
008
File No. - N° du dossier
155xl.M7594-205915

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

Question #	Question	Response
	change RCMP would not be able to receive references from secret projects within Canada which could be highly relevant to NCS.	
103	We interpret that any person not directly engaged with RCMP personnel, their systems, or premises for the purposes of delivering the NCS solution, do not need any security clearance. For example, someone developing training materials or documentation. Please confirm.	Canada can confirm that "portions of work" as per the SRCL must be performed by screened personnel only. All personnel performing work under this contract must have the appropriate level of screening (e.g. FA2, ERS, ERS Secret, etc.) as determined by the RCMP.

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