



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 NICEMS NATIONAL INTEGRATED COMPLIANCE AND ENFORCEMENT MANAGEMENT SOI	
Solicitation No. - N° de l'invitation HT372-192532/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client HT372-192532	Date 2021-06-18
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-152-39547	
File No. - N° de dossier 152xl.HT372-192532	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-07-26 Heure Normale du l'Est HNE	
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: Grant, Ryan	Buyer Id - Id de l'acheteur 152xl
Telephone No. - N° de téléphone (873) 355-1916 ()	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

Solicitation Amendment 001 is raised to:

1. Extend the Bid Solicitation closing period;
2. Delete the Notice of Proposed Procurement (NPP) Document from the Request for Proposal Document;
3. Amend the Table of Contents – Bid Solicitation Title in the French Request for Proposal document;
4. Delete the watermark "Brouillon" page background from the French Request for Proposal document;
5. Update Annex B – Basis of Payment;
6. Update Annex D – Definitions and Interpretations; and
7. Answer questions from industry.

1.0 The Closing Date of the Bid Solicitation is hereby EXTENDED from July 12th 2021 at 2:00 PM EST to July 26th 2021 at 2:00 PM EST.

2.0 Canada hereby DELETES the Notice of Proposed Procurement (NPP) Document from the Request for Proposal seen at page 2-6 within the Request for Proposal.

3.0 In the French RFP, At Table des matières:

DELETE SOLUTION NATIONALE INTEGREE DE GESTION DE LA CONFORMITE ET DE L'APPLICATION (SNIGCL) and **INSERT** the following:

SOLUTION NATIONALE INTÉGRÉE DE GESTION DE LA CONFORMITÉ ET DE L'APPLICATION (SNIGCL)

DELETE the "Brouillon" watermark from Table des matières to Section 7.33 Accès à l'information.

4.0 At Annex B – Basis of Payment

DELETE Table: Schedule of milestone Payments in its entirety and **INSERT** the following:

Table: Schedule of Milestone Payments

Milestone #	Description of Deliverable	Delivery Date	% Total of Pricing Table 3 – Implementation of Solution
1.	Initial Meeting		
	Complete the following administrative task: <ul style="list-style-type: none">• 1 Phase 2 - Full Solution Kick-off Meeting as described in section 3.2 c, i	1 week from award date of Contract Amendment to Exercise Phase 2 Work Option	0%
2.	Monthly Progress Updates		
	Deliver the following: <ul style="list-style-type: none">• Contractor Engagement and Progress Update Sessions, including Progress Reports, digital copy as described in section 3.2 c iii) (G)	Monthly after award date of Contract Amendment to Exercise Phase 2 Work Option	0%
3.	Solution Planning Phase		

Milestone #	Description of Deliverable	Delivery Date	% Total of Pricing Table 3 – Implementation of Solution
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Project Implementation Plan, digital copy as described in section 3.2 c ii) (A) 3) 1 approved Project Schedule, digital copy as described in section 3.2 c ii) (A) 3) II 1 approved Risk Registry, digital copy as described in section 3.2 c iii) (C) 1 approved Project Status Reporting Plan, digital copy as described in section 3.2 c ii) (B) 	3 weeks from award date of Contract Amendment to Exercise Phase 2 Work Option	0%
4.	Portal Prototype Demonstration		
	<p>Deliver the following non-administrative item:</p> <ul style="list-style-type: none"> 1 Prototype On Portal Staged Demonstration as described in section 3.2 c ii) (A) 4) 	As depicted in the approved Project Schedule	10%
5.	Solution Preliminary Execution Phase		
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Solution Testing and Quality Management Plan, digital copy as described in section 3.2 c ii) (I) 1 approved Business Intelligence Plan as described in section 3.2 c ii) (J) 1 Final Technical Infrastructure Design, digital copy as described in section 3.2 c ii) (C) 	As depicted in the approved Project Schedule	0%
6.	Solution Execution Phase 1		
	<p>Deliver the following non-administrative item:</p> <ul style="list-style-type: none"> 1 Full Solution Staged Demonstration Stage 1 as described in section 3.2 c ii) (A) 5) I 	As depicted in the approved Project Schedule	10%
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Solution Test Report (for Full Solution Staged Demonstration Stage 1), digital copy as described in section 3.2 c ii) (I) 8) 1 approved Requirements Compliance Document (for Full Solution Staged Demonstration Stage 1), digital copy as described in section 3.2 c iii) (A) 	As depicted in the approved Project Schedule	0%
7.	Solution Execution Phase 2		
	<p>Deliver the following non-administrative item:</p> <ul style="list-style-type: none"> 1 Full Solution Staged Demonstration Stage 2 as described in section 3.2 c ii) (A) 5) II 	As depicted in the approved Project Schedule	10%

Milestone #	Description of Deliverable	Delivery Date	% Total of Pricing Table 3 – Implementation of Solution
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Solution Test Report (for Full Solution Staged Demonstration Stage 2), digital copy as described in section 3.2 c ii) (I) 8) 1 approved Requirements Compliance Document (for Full Solution Staged Demonstration Stage 2), digital copy as described in section 3.2 c iii) (A) 	As depicted in the approved Project Schedule	0%
8.	Solution Execution Phase 3		
	<p>Deliver the following non-administrative item:</p> <ul style="list-style-type: none"> 1 Full Solution Staged Demonstration Stage 3 as described in section 3.2 c ii) (A) 5) III 	As depicted in the approved Project Schedule	10%
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Solution Test Report (for Full Solution Staged Demonstration Stage 3), digital copy as described in section 3.2 c ii) (I) 8) 1 approved Requirements Compliance Document (for Full Solution Staged Demonstration Stage 3), digital copy as described in section 3.2 c iii) (A) 	As depicted in the approved Project Schedule	0%
9.	Solution Execution Phase 4		
	<p>Deliver the following non-administrative item:</p> <ul style="list-style-type: none"> 1 Full Solution Staged Demonstration Stage 4 as described in section 3.2 c ii) (A) 5) IV 	As depicted in the approved Project Schedule	10%
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Solution Test Report (for Full Solution Staged Demonstration Stage 4), digital copy as described in section 3.2 c ii) (I) 8) 1 approved Requirements Compliance Document (for Full Solution Staged Demonstration Stage 4) digital copy as described in section 3.2 c iii) (A) 	As depicted in the approved Project Schedule	0%
10.	Solution Execution Phase 5		
	<p>Deliver the following non-administrative item:</p> <ul style="list-style-type: none"> 1 Full Solution Staged Demonstration Stage 5 as described in section 3.2 c ii) (A) 5) V 	As depicted in the approved Project Schedule	10%

Milestone #	Description of Deliverable	Delivery Date	% Total of Pricing Table 3 – Implementation of Solution
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Solution Test Report (for Full Solution Staged Demonstration Stage 5), digital copy as described in section 3.2 c ii) (I) 8) 1 approved Requirements Compliance Document (for Full Solution Staged Demonstration Stage 5), digital copy as described in section 3.2 c iii) (A) 1 approved Deployment Plan, digital copy as described in section 3.2 c ii) (F) 1 approved Data Migration Plan, digital copy as described in section 3.2 c ii) (E) 1 approved Training Plan, digital copy as described in section 3.2 c ii) (K) 	As depicted in the approved Project Schedule	0%
11.	Solution Training Phase		
	<p>Deliver the following non-administrative item:</p> <ul style="list-style-type: none"> 1 approved Solution Administrator Training as described in section 3.2 c v) 	As depicted in the approved Project Schedule	5%
	<p>Deliver the following administrative item:</p> <ul style="list-style-type: none"> 1 approved Training Materials, digital copy as described in section 3.2 c iii) (E) 	As depicted in the approved Project Schedule	0%
12.	Solution Delivery		
	<p>Deliver the following non-administrative items:</p> <ul style="list-style-type: none"> 1 approved Data Migration as described in section 3.2 c iv) Approved Full Solution Delivery – Go live in production environment 	As depicted in the approved Project Schedule	5%
	<p>Deliver the following administrative items:</p> <ul style="list-style-type: none"> 1 approved Maintenance and Support Plan, digital copy as described in section 3.2 c ii) (G) 1 approved Solution Support Documentation, digital copy as described in section 3.2 c iii) (D) 1 approved Backup and Disaster Recovery Plan, digital copy as described in section 3.2 c ii) (H) 1 approved Exit Strategy, digital copy as described in section 3.2 c iii) (B) 	As depicted in the approved Project Schedule	0%
13.	Solution Acceptance		
	<p>Deliver the following administrative item:</p> <ul style="list-style-type: none"> 1 approved Project Closeout Report, digital copy as described in section 3.2 c iii) (F) 	As depicted in the approved Project Schedule	0%
	<p>Deliver the following:</p> <ul style="list-style-type: none"> Reach acceptance of the Solution in accordance with Article 7.25 entitled Inspection and Acceptance in the RFP 	As depicted in the approved Project Schedule	30%

5.0 At Annex D – Definitions and Interpretations

DELETE Annex D – Definitions and Interpretations in its entirety and **INSERT** the following:

ANNEX D

DEFINITIONS AND INTERPRETATIONS

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

“API (Application Programming Interface)” means an interface that allows developers to interact with programs and applications, including learning management systems.

“Applicable Taxes” means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

“Asset” means all information technology resources used, accessed or managed by the Contractor to provision and deliver the Services described in this Agreement (including, without limitation, all technology resources at the Contractor's Service Locations or at the Contractor's or a Contractor Subcontractor's data centre, networking, storage, servers, virtualization platforms, operating systems, middleware, and applications).

“Authorized User” means any user that holds a valid Solution access log-in profile.

“Average Rate” means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

“Bank Rate” means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

“Canada”, “Crown”, “Her Majesty” or “the Government” means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

“Canada's Data” means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any supplier as a result of performing the Work.

“Certification” means the action or process of providing someone or something with an official document attesting to a status or level of achievement. Some certifications are mandatory and condition to employment.

“Client” means the department or agency for which the Work and/or Services are performed under the Contract. In such respect, Client may refer to any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act

“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.

“Concurrent User” means more than one Authorized User utilizing the Solution at the same time.

“Contract” means the Articles of Contract, any general conditions, any supplemental general conditions, annexes, appendices and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

“Contracting Authority” means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract.

“Contractor” means the entity named in the Contract to provide the Services and/or the Work to Canada.

“Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

“Cost” means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.

“Date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

“Deliverable” or “Deliverables”, when used generically, refers to any discrete part of the Work to be performed for Canada including the license to use the Licensed Software.

“Device” means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.

“Error” means any instruction or statement contained in or absent from the Solution, which, by its presence or absence, prevents the Solution from operating in accordance with the Specifications.

“Federal Government Working Day” is defined as Monday to Friday, 8:00 am to 4:00 pm Eastern Time, excluding statutory holidays observed by Canada.

“Government Organization” means Departments (e.g. Department of Justice, Department of Finance, Health Canada etc.) and agencies (e.g. Canada Revenue Agency) named in Schedule I and other portions of the federal public administration named in Schedule IV of the *Financial Administration Act* (FAA), as well as administrative tribunals.

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

“Maintenance Releases” means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Solution developed or published by the Contractor or its licensor.

“Manage” means, in the context of an information system, actions such as the creation, the access, the modification, and the deletion for information or record(s).

“Overdue” means the time when an amount is unpaid on the first day following the day on which it is due and payable according to the Contract.

“Party” means Canada, the Contractor, or any other signatory to the Contract and “Parties” means all of them.

“Processor” means a natural or legal person, public authority, agency or other body that processes Personal Information on behalf of, and in accordance with the instructions of, Canada.

“Prototype” has the meaning described under Phase 1: Capability and Usability Assessment).

“Public Services and Procurement Canada” or “Public Works and Government Services Canada” means the Department of Public Works and Government Services as established under the Department of Public Works and Government Services Act.

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

“Security Event Log” means any event, notification or alert that a device, systems or software is technically capable of producing in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring. Examples of Systems that can produce security event logs are, but not limited to: firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, DHCP, DNS, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application/layer 7 firewalls.

"Security Incident" means any observable or measurable anomaly occurring with respect to an Asset, which results, or which may result, in: (A) a violation of the Canada's Security Policies, a Specific Security Measure, the Contractor's or Subcontractor's security policies or procedures, or any requirement of these Security Obligations or the Privacy Obligations; or (B) the unauthorized access to, modification of, or exfiltration of any Authorized Personnel's credentials, Users' credentials, or Information Asset.

"Services" means

- i) granting Solution access and usage rights;
- ii) providing Solution Documentation;
- iii) maintaining, upgrading, and updating the Solution;
- iv) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels; and,
- v) providing incidental and additionally required information technology infrastructure services required to deliver the Solution.

"Software Error" means any software instruction or statement contained in or absent from the Solution, which, by its presence or absence, prevents the Solution from operating in accordance with the Specifications.

"Solution" means the entirety of the project requirements under this Contract for a licensed software providing access and use by Users that is fully maintained, automatically upgraded, updated functionality and including support services such as implementation services, maintenance and support services, professional and training services, documentation as well as the physical and electronical secure information technology infrastructure to deliver all the requirements under this Contract.

"Solution Availability" means the percentage of minutes in a month that the Solution is operational.

"Solution Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Solution.

"Specifications" means the description of the essential, functional or technical requirements of the Services in Annex A – Statement of Work, including the procedures for determining whether the requirements have been met.

"Sub-processor" means any natural or legal person, public authority, agency or other body which processes personal information on behalf of a data controller.

"TBS" means Treasury Board of Canada Secretariat.

"User" means any individual, or system process acting on behalf of an individual, authorized by Canada to access the Services.

"UI (User Interface)" means the means by which the user and a computer system interact.

"UX (User Experience)" means an individual's reaction to the use of a particular product, system or service. It generally describes the emotional reaction to the use of the system mainly in light of its ease of use or the satisfaction it provides.

"Web Session" means a group of user interactions with the Solution that takes place within a given time frame. For example, a single session can contain multiple page views, events, interactions, and transactions.

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Supplier under the resulting contract.

"Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.

6.0 Questions and Answers

Question 1: Whether companies from Outside Canada can apply for this?

Answer 1: Companies outside of Canada can apply for this RFP.

Question 2: Whether we need to come over there for meetings?

Answer 2: Meetings will occur virtually via video conference, teleconference, or at a mutually agreed location in Canada's National Capital Region in accordance with federal public health recommendations related to COVID-19.

Question 3: Can we perform the tasks (relate to RFP) outside Canada?

Answer 3: In the Request for Proposal, Section 6.2 (a) Foreign Supplier states: "The foreign recipient Contractor/Subcontractor must be from a country within NATO, the EU or from a country with which Canada has an international bilateral security instrument."

Question 4: Can we submit proposals via email?

Answer 4: Please see Part 2 – Bidder Instruction in the RFP to learn the procedure on Submission of bids.

Question 5: Re Standard Instructions, Clauses and Conditions in Section 2.1 - c (page 10): The section states, "The 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.", incorporates the following definition of bidder - *"'Bidder' means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors."*

The current SACC manual definition and language used in defining the bidder will limit the references delivered by the Bidder by not allowing experience delivered by the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. Most organizations capable of delivering this project, for tax and accounting reasons, operate through different legal entities in different countries and/or for different parts of their business and this restriction will effectively preclude them from using references from outside of Canada. Given the number of references and extent of the experience requirements, this limitation will likely preclude Bidder from bidding (and, we believe, many others) thus unduly limiting competition under this procurement without any attendant benefit to Canada. Moreover, Bidder's experience on a number of recent Government of Canada (GoC) procurements is that the Crown usually accepts references from 'subsidiaries' and 'affiliates' of the Bidder in addition to those from the Bidder itself. This approach maintains the principle that the reference experience is available to the Crown while not penalizing a Bidder for how it chose to set-up its corporate structure.

Will the Crown please clarify that it will allow the Bidder to use the experience of the Bidder, its subsidiaries and affiliates to meet the requirements of the Solicitation?

Answer 5: Canada's definition of Bidder will remain unchanged. The experience of the Bidder must be in accordance with the RFP, in reference to Section 3.3 – Joint Venture Experience and Section 3.4 – Technical Bid, sub clause (b) (iii).

Question 6: Re Technical Documentation in Section 3.4 - c - II (page 16): Could the Crown please clarify which requirements the documentation needs to be provided for: mandatory criteria, point rated technical criteria, or both? The criteria refer to the subsections listed in Annex G - Bid Evaluation.

Answer 6: When a bidder uses technical documentation in support of their response to a mandatory or point rated criteria, the bidder is to follow the terms set out under Section 3.4 (ii). It is up to the bidder to determine which type of substantiating documentation they want to provide in support of the mandatory or point rated criteria so long that it complies within the terms of Section 3.4 (ii). Links to websites are not acceptable, other information sources may include those listed under Annx G – Bid Evaluation, such as videos, brochures, pamphlets, and or test results, with full explanation and background testing, if applicable.

Question 7: Re Description of Evolution of Proposed Solution Component in Section 3.4, (c) (VIII) (Page 17):

Question 7 (a): Could the Crown please clarify what the definition of a "component of the proposed Solution" is and how many years back should the history of the component include?

Answer 7 (a): Please note the following definition of Solution Component seeks to solely clarify Section 3.4, article (c), sub-article (VIII): A solution can be comprised of multiple components (software tied

together by APIs for example) to achieve the required functionality. A component can be defined as a part, module, APIs or additional software that makes up the finale solution. The history of the component should include 3 years.

Question 7 (b): Could the Crown please clarify why the length of the contract for Phase 1 is two (2) years if the Prototype Solution is supposed to be completed after 20 weeks as stated in the Prototype Delivery Schedule in section 2.5 - b (page 12) of Annex A, the Statement of Work?

Answer 7 (b): The initial period of the contract is a duration that includes the period for the delivery of the prototype solution, the period for Canada to complete its CUA assessment and to exercise its option for the implementation of the full solution.

Question 8: Re Improvements to and Evolution of the Solution in section 7.6.3 – III (page 44): What does the Crown consider minor configuration changes or security enhancements as acceptable effort when upgrading the solution to a newer version?

Answer 8: With respect to functionality such as minor configuration changes, please see sub-articles (i), (ii) and (iii). If this does not answer your question, please re-submit a more specific question within the context of anything related to functionality. Anything related to security enhancements needs to be in accordance with the security clauses within the RFP.

Question 9: Re Requirement Phase 2 in Section 7.1.1 – b & d (page 38) as well as Maintenance Release in Section 7.6.5 (page 44): Does the Crown consider hosted cloud services with Protected B certification as Commercial-Off-The-Shelf options for this solution? Cloud Services would not be able to grant a perpetual license, nor would maintenance releases be available in object-form as stated in the respective sections. This will limit competition amongst many vendors.

Answer 9: Canada would like to remind industry that the current requirement is for a managed and hosted solution on a SSC certified protected B platform. We welcome any SaaS provider that would like to participate in this solicitation as long as they change their deployment model to fit this requirement.

Question 10: Per RFP Annex B – Basis of Payment, it is assumed that the Crown is requesting software licensing as part of the resulting contract for NICEMS. However, there are existing MSAs already in place between Canada and software providers relevant to the NICEMS requirement. Many of these existing MSAs can offer the Crown advantageous pricing due to economies of scale (versus pricing per individual contract), as well as efficiencies in contract negotiations due to already agreed-upon terms and conditions.

Would the Crown consider amending RFP Annex B – Basis of Payment to allow for the option of proposing existing MSAs for NICEMS?

Answer 10: The Crown encourages all potential vendors to provide their most competitive pricing as part of their bid proposal. Canada will be objective in its evaluation and conduct its financial evaluations in accordance with RFP and pricing structures proposed in the RFP. Allowing for the option of proposing existing MSAs for NICEMS would give unfair advantage to vendors who have existing MSAs with Canada.

Question 11: We understand that Canada is expecting the proponent to include limited licenses with the Pilot. Is it a fair assumption that upon completion of the pilot, Canada will replace Pilot licenses with production licenses, procured through existing MSAs with the software provider?

Answer 11: The purpose of the Prototype Solution Licenses are for the work described in Phase 1 Prototype Solution of the Statement of Work in Annex A. The prototype licenses will be disregarded once the option for Phase 2 – Full Solution is exercised.

Question 12: We kindly request Health Canada consider granting a two week extension to the submission deadline, to July 26, 2021 @ 2pm EST.

Answer 12: Canada will extend the bid solicitation closing date to July 26, 2021 @ 2pm EST.

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