



**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

<b>Title - Sujet</b> National Cybercrime Solution Projec Solution nationale en matière de cybercriminalité	
<b>Solicitation No. - N° de l'invitation</b> M7594-205915/D	<b>Amendment No. - N° modif.</b> 013
<b>Client Reference No. - N° de référence du client</b> M7594-205915	<b>Date</b> 2021-06-18
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-155-39352	
<b>File No. - N° de dossier</b> 164xl.M7594-205915	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-07-13</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kumar, Rajesh	<b>Buyer Id - Id de l'acheteur</b> 164xl
<b>Telephone No. - N° de téléphone</b> (613) 914-7906 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

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This Solicitation Amendment #013 is raised to:

- 1. Update Part 7 - Resulting Contract Clauses, Clause 7.33 - Priority of Documents**
  - 2. Post Questions and Answers**
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The Solicitation is amended as follows:

**1. PART 7- RESULTING CONTRACT CLAUSES, CLAUSE 7.33 – PRIORITY OF DOCUMENTS DELETE IN ITS ENTIRETY AND REPLACE WITH:**

**7.33 Priority of Documents:**

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) the supplemental general conditions, in the following order:
  - (i) 4008, (2008-12-12) Personal Information
  - (ii) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information
  - (iii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software
  - (iv) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software
- (c) the general conditions 2035 (2020-05-28) General Conditions – Higher Complexity – Services
- (d) the general conditions 2030 (2020-05-28), General Conditions - Higher Complexity - Goods
- (e) Annex A – Statement of Work
- (f) Annex B – Basis of Payment

- (g) Annex C – Security Requirement Check List
- (h) Annex D – Definitions and Interpretations
- (i) Annex E – Privacy Obligations
- (j) Annex F – Supply Chain Integrity
- (k) the signed Task Authorizations and any Certifications as required;
- (l) Annex G – Task Authorization Forms
- (m) Annex H – Progress Claims
- (n) Annex I – Bidder Forms
- (o) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

## 2. QUESTIONS AND ANSWERS:

Question #	Question	Response
133	<p>In Section 7 "Resulting Contract Terms (7.21 Basis of Payment) states the following: "The all-inclusive firm lot price includes the delivery of a Prototype Solution. This delivery includes the usage rights, grants and access, training of users, the software documentation, warranty, and maintenance and support, waivers, non-disclosure agreements and other releases to Canada for the purposes of conducting the Capability and Usability Assessment (CUA)."</p> <p>Can Canada please clarify what you mean by warranty, and maintenance and support specific to a prototype? If the bidder is not selected, please confirm this requirement is not applicable.</p>	<p>The prototype solution is required for Canada's conduct of the CUA assessment and POP test, as may be applicable. It is Canada's expectation that the prototype be supported, maintained and warranted for the entire period of the initial contract within which Canada conducts its assessments of prototype solutions.</p> <p>The Phase 1 requirement for Prototype warranty and maintenance and support applies to the Contractor that Canada has selected to exercise the Phase 2 Option.</p>

Question #	Question	Response
134	<p>Section 4.6 Cloud Deployment</p> <p>The Cloud Service Delivery Model deliverable in Section 4.6 Cloud Deployment, and tables G-1 and G-2 are parts of the Phase 2 System Architecture Deliverable based on how they are described in Section 4. System Architecture, item a), and Appendix G – Cloud Service Delivery Model Reference Tables, item 1.</p> <p>As such, these are Phase 2 deliverables based on how the Bid Solicitation is structured and not required to be provided as part of the bid submission. The Bid Solicitation as structured does not require the provision of specifics of the cloud hosting services required (i.e., tables G-1 and G-2), nor the provision of the List of Proposed Software until prior to Contract Award as per section 3.4 Section I: Technical Bid, item (b) (v).</p> <p>Appendix G – Cloud Service Delivery Model Reference Tables items 2.c and f. state that this detail will be used to estimate the costs of the cloud resources to host on the RCMP cloud tenant, but those costs are not included in any financial evaluation, and the detail required is not required to be provided until Phase 2.</p> <p>How will Canada fairly evaluate bids that propose using the RCMP Cloud Tenant option where no hosting costs are needed to be provided by Bidders, and bids that propose SaaS or Public PaaS where the solution will be hosted by the Contractor? Bidders are not required as part of their response to submit the required information to Canada to</p>	<p>Canada will objectively evaluate bids in accordance with the requirements of the RFP. This is an open competitive process that allows for various solution delivery options to fulfil Canada's requirements. Accordingly, Bidders have at their discretion the choice of a solution delivery model to meet Canada's requirements and to submit pricing as per the pricing tables in Annex B- Basis of payment. Canada's financial evaluations and basis of selection will be conducted objectively in accordance with the RFP.</p>

Question #	Question	Response
	<p>estimate the costs of the RCMP Cloud Tenant Hosting.</p> <p>As such, bids selecting the RCMP Cloud Tenant option will exclude infrastructure hosting costs, while bids using one of the other two options will include infrastructure hosting costs. This gives an evaluation advantage to leveraging the RCMP Cloud Tenant hosting option.</p>	
135	<p>Appendix F – Volumetrics of the SOW describes: The expected volumetrics that have been provided but no peak volumes have been included.</p> <p>Are Bidders correct in assuming a flat distribution of these volumes across the year because Canada does not expect there to be any peak periods where Cybercrime reports significantly increase or decrease? E.g., Canada does not expect a significant increase in cybercrime reports / transactions during the tax season relative to the remainder of the year. If a flat distribution is not a correct assumption, can Canada provide the peak volumetrics Bidders should use?</p>	<p>Canada can confirm that there are both periods of higher than normal volume and periods of lower than normal volume. However, per Annex A – SOW – 3.1 Scope of Work b) the Solution must provide scalability and elasticity (up and down) to accommodate for fluctuations in business operational volumes.</p> <p>Per Annex A – SOW – 3.17 c) The Contractor's Solution must provide elasticity and scalability to account for lower or higher than estimated user, transaction growth and data volumes as well as short term fluctuations in data acquisition and processing patterns.</p>
136	<p>Appendix F – Volumetrics of the SOW describes: The expected volumetrics that have been provided separated into 6 categories.</p> <p>Can Canada confirm the following mapping of these data categories to the inbound requests for NCS are correct?</p> <p>a) Transaction Type A corresponds to Service Requests generated via the P3.</p>	<p>a) These transactions will predominantly be received via the P3, however, there will always be sources of these transactions that are outside of the P3. International partners are a prime example of sources that may not have access to the P3 – and will use other established means to communicate (e.g SIENA, FBI Law Enforcement Portal (LEEP)).</p> <p>i. The RCMPs objective with the NCS and P3 in place is to process most requests and interactions with</p>

Question #	Question	Response
	<p>i. What proportion of these are expected to be secure email submissions?</p> <p>ii. Are we correct in assuming that Service Requests do not have the same chain of custody considerations as cybercrime reports?</p> <p>b) Transaction Type B corresponds to cybercrime reports received via the P3.</p> <p>i. What proportion of these are expected to be secure email submissions?</p> <p>c) Transaction Type C corresponds to cybercrime reports received via the P3.</p> <p>i. What proportion of these are expected to be secure email submissions?</p> <p>d) Transaction Type D corresponds to cybercrime reports received via the P3.</p> <p>i. We assume none of these will be initiated via secure email submissions. Is this correct?</p> <p>ii. Does the very large file require a hash value calculated for it?</p> <p>e) Transaction Type E corresponds to cybercrime reports received via the RCMP Public Reporting Website.</p> <p>f) Transaction Type F corresponds to external interfaces that will need to be supported for NCS related to data exchange capabilities 3.6 Import and Export Data, and 5.4 Provide Data Exchange Standards and Taxonomy.</p>	<p>partners via the P3. Secure email will always be option for Partners to communicate with the NC3 Unit.</p> <p>ii. Service request requirements with respect to chain of custody will be dependent on the type of service request. All requests are subject to logging, audit and disclosure requirements.</p> <p>b) Again, the objective is to have most domestic sources use the P3, however there will be sources that are not P3 enabled. See a) above.</p> <p>c) See b). Note that Large File Transfer requirements will apply.</p> <p>d) See b). Note that Large File Transfer requirements will apply.</p> <p>e) Correct. This volume refers to public reports received via the NCFRS.</p> <p>f) This transaction type refers to the ingestion of cybercrime related intelligence from various law enforcement sources (internal and external to the RCMP), open sources, or other Cybercrime threat intelligence sources as indicated in the Table F-1.</p>

Question #	Question	Response
137	<p>3.3.1.3 Large File handling procedure and 5.3.1.4 data received in bulk:</p> <p>Both reference the need to move significant amounts of data.</p> <p>The size of a single file can be the most limiting factor rather than the total dataset size. Please confirm if any single file within the transfers will be &gt;1TB and if so, whether any individual files are also expected to be &gt;5TB?</p> <p>What processing occurs post receipt of these very large submissions and what part does NCS play in this post receipt processing? E.g., do these submissions consist of a zip or archive file that contains multiple files within it (e.g., reports in PDF format, image files, audio and video recording files, etc.) that will be downloaded to an RCMP workstation, decompressed and the resulting individual files uploaded by the RCMP into the NCS?</p>	<p>As stated in section 5.3, Canada expects the solution to be capable of ingesting and transferring data via physical media and electronically (e.g. on-line open source or internal data sources) including Large File (e.g. minimally &gt; 1 Terabyte) Transfers. This includes detecting when an attached File is too large and warning the User that it requires the Large File handling procedure to process (see 3.3.1.3). Canada expects single file transfers greater than 1 Terabyte to be supported by the Large File handling procedure. As stated in Appendix F, submissions for Major Investigations can be as large as 20TB – but can be substantially smaller or larger. These could be ingested using Large File Transfer or physical media.</p> <p>Submissions may consist of any number of file types and formats.</p>
138	<p>Please confirm that the Bidder can deprovision the prototype environment upon completion of the Proof of Prototype phase, and that there are no further obligations by the bidder for the prototype once POP is completed.</p>	<p>The Prototype is a Minimum Viable Product. Per Annex A 2.5 c) The Prototype Solution deployed for POP purposes must be a production quality working Prototype Solution. The CUA Prototype will be used as a Minimum Viable Product (MVP). Features and functionality described in Appendix C – NCS Business Capability Model will be added to the MVP during Phase 2 of the project. The Prototype Solution deployed for POP test purposes must not require extensive redevelopment prior to successful deployment.</p>
139	<p>Section 01(3) of Supplemental General Conditions 4006 provides that: "In the event of any inconsistency between the General Conditions and</p>	<p>Confirmed- the supplemental general conditions 4006 takes precedence in the event of any discrepancy between the</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.  
013  
File No. - N° du dossier  
155xI.M7594-205915

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

Question #	Question	Response
	<p>these supplemental general conditions, the applicable provisions of these supplemental general conditions will prevail. If the General Conditions include a section on "Copyright", they are amended by deleting the section in its entirety."</p> <p>Please confirm that Supplemental General Conditions 4006 will apply notwithstanding the priority of documents in section 7.33 of Part 7 of the RFP. When responding, please keep in mind that if Canada refuses to provide this confirmation, the ownership of copyright in the deliverables will be uncertain and may lead to unnecessary legal disputes between Canada and the Contractor.</p>	<p>General conditions and the supplemental General conditions 4006. See amendment.</p>

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