



**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> NICEMS NATIONAL INTEGRATED COMPLIANCE AND ENFORCEMENT MANAGEMENT SOI	
<b>Solicitation No. - N° de l'invitation</b> HT372-192532/B	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> HT372-192532	<b>Date</b> 2021-07-30
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-152-39547	
<b>File No. - N° de dossier</b> 152xl.HT372-192532	<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 2021-08-23</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 checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Grant, Ryan	<b>Buyer Id - Id de l'acheteur</b> 152xl
<b>Telephone No. - N° de téléphone</b> (873) 355-1916 ( )	<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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Solicitation Amendment 003 is raised to:

1. Update Part 7 – Resulting Contract Clauses;
  2. Update Annex B – Basis of Payment;
  3. Update Annex D – Definitions and Interpretations; and
  4. Answer questions from industry.
- 

## 1.0 Update Section 7 – Resulting Contract Clauses

At Section 7.1.2 Optional Goods and Services, **DELETE** articles (ii), (iii) in its entirety and **INSERT** the following:

- (ii) **Option to purchase additional Internal User Licenses During Implementation Period:** The Contractor grants to Canada the irrevocable option to acquire additional Internal User licenses for additional Internal Users to use the Licensed Software under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions set out in Annex B- Basis of Payment.
- (iii) **Option to purchase additional Internal User Licenses Post Implementation Period:** The Contractor grants to Canada the irrevocable option to acquire additional Internal User licenses for additional Internal Users to use the Licensed Software under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions set out in Annex B- Basis of Payment.

At Section 7.1.2 Optional Goods and Services, **INSERT** the following:

- (viii) **Option to purchase additional External User Licenses Post Implementation Period:** The Contractor grants to Canada the irrevocable option to acquire additional External User licenses for additional External Users to use the Licensed Software under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions set out in Annex B- Basis of Payment.

At Section 7.13 Basis of Payment, **DELETE** articles (e), (f) in its entirety and **INSERT** the following:

- (e) **Optional Additional Internal User Licenses During Implementation Period:** For additional licenses for additional Internal Users to access and use the Licensed Software, including Solution Documentation, Warranty, Maintenance and Support (excluding Training), waivers, non-disclosure agreements or other releases to Canada, if Canada exercises its option, Canada will pay the Contractor the all-inclusive firm lot price(s) per user as set out in Annex B- Basis of Payment, in Canadian funds including all customs duties, Applicable Taxes extra. **For the Software Maintenance and Support on additional Internal User Licenses During Implementation Period:** In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software. **For the Hosting and Hosting Related Services on additional Internal User Licenses During Implementation Period:** In order to provide for a common termination date for the Hosting and Hosting Related Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Hosting termination date. In any subsequent year in which Canada

exercises its option to obtain Hosting the full amount will apply on the existing Licensed Software.

- (f) **Optional Additional Internal User Licenses Post Implementation Period:** For additional licenses for additional Internal Users to access and use the Licensed Software, including Solution Documentation, Warranty, Maintenance and Support (excluding Training), waivers, non-disclosure agreements or other releases to Canada, if Canada exercises its option, Canada will pay the Contractor the all-inclusive firm lot price(s) per user as set out in Annex B- Basis of Payment, in Canadian funds including all customs duties, Applicable Taxes extra. **For the Software Maintenance and Support on additional User Licenses Post Implementation Period:** In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software. **For the Hosting and Hosting Related Services on additional Internal User Licenses Post Implementation Period:** In order to provide for a common termination date for the Hosting and Hosting Related Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Hosting termination date. In any subsequent year in which Canada exercises its option to obtain Hosting the full amount will apply on the existing Licensed Software.

At Section 7.13 Basis of Payment, **INSERT** the following

- (t) **Optional Additional External User Licenses Post Implementation Period:** For additional licenses for external additional Users to access and use the Licensed Software, including Solution Documentation, Warranty, Maintenance and Support (excluding Training), waivers, non-disclosure agreements or other releases to Canada, if Canada exercises its option, Canada will pay the Contractor the all-inclusive firm lot price(s) per user as set out in Annex B- Basis of Payment, in Canadian funds including all customs duties, Applicable Taxes extra. **For the Software Maintenance and Support on additional External User Licenses Post Implementation Period:** In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software. **For the Hosting and Hosting Related Services on additional External User Licenses Post Implementation Period:** In order to provide for a common termination date for the Hosting and Hosting Related Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Hosting termination date. In any subsequent year in which Canada exercises its option to obtain Hosting the full amount will apply on the existing Licensed Software.

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003  
**File No. – N° du dossier**  
152xl21120-199151

**Buyer ID – Id de l'acheteur**  
152XL  
**CCC No./ N° CCC – FMS No/ N° VME**

At Section 7.14 Method of Payment, **DELETE** article (g) in its entirety and **INSERT** the following:

**(g) Single Payment – Optional additional Internal User Licenses during implementation and post implementation:**

At Canada's sole discretion, Canada may exercise the irrevocable options for additional software licenses during implementation and/or post implementation in accordance with the Basis of Payment, Annex B. If Canada exercises this irrevocable option, Canada will pay the Contractor in accordance with Annex B- Basis of Payment and the payment provisions of the Contract 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; and
- (iii) the Work performed has been accepted by Canada.

At Section 7.14 Method of Payment, **INSERT** the following:

**(i) Method of Payment – Advance Payment for Optional Internal User Licenses and External User Licenses post implementation:**

Canada will pay the Contractor in advance for the Work 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.

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## 2.0 Update Annex B – Basis of Payment

**DELETE** Pricing Table 2 (PT 2) in its entirety and **INSERT** the following:

Estimates are provided for purposes of evaluation. Canada is not obligated to purchase the quantity indicated throughout Annex B should a Contract be awarded. For purposes of evaluation each Tables total will result in a single indicator using the letter C and the associated Table number. The use of the letter C for this purpose has no other meaning or relationship to other columns.

PRICING TABLE 2 (PT 2)				
INITIAL REQUIREMENT OF INTERNAL USER LICENSES FIRM ALL-INCLUSIVE PRICE (CAD \$)				
Firm All-Inclusive Price (applicable taxes extra) for the provision of 200 Internal User Licenses which includes all Solution usage rights grants, Software Documentation, Warranty, Hosting and Maintenance and Support, waivers, non-disclosure agreements, and other releases to Canada for up to 200 Internal Users.				
Item # (A)	Description (B)	Price Per Internal User (C)	Internal Users (D)	Extended Price for Evaluation Purpose (E) = ((C) X (D))
1	200 Internal User Licenses to use the Solution.	\$ _____	200	\$ _____
<b>PT2: Total Evaluated Bid Price (E) = (C) X (D)</b>				\$ _____
Note 1: For evaluation purposes, 200 is the estimated number of Internal Users.				
Note 2: There is no expectation for external user licenses.				

**DELETE** Pricing Table 5 (PT 5) in its entirety and **INSERT** the following:

PRICING TABLE 5 (PT5)
OPTIONAL GRANT PER ADDITIONAL USER LICENSES POST IMPLEMENTATION PERIOD
Firm All-Inclusive Price in CAD (applicable taxes extra)

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Item (A)	Description (B)	Price per Additional User (C)	Additional Users (D)	Extended Price for Evaluation Purpose (E) = ((C) X (D))
1	Option Year 1: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
2	Option Year 1: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
3	Option Year 2: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
4	Option Year 2: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
5	Option Year 3: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
6	Option Year 3: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
7	Option Year 4: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
8	Option Year 4: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
9	Option Year 5: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
10	Option Year 5: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
11	Option Year 6: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
12	Option Year 6: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
13	Option Year 7: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
14	Option Year 7: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
15	Option Year 8: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
16	Option Year 8: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
17	Option Year 9: Additional Government of Canada Internal User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
18	Option Year 9: Additional External User Licenses as per Annex A-SOW	\$ _____	100	\$ _____
<b>PT5: Total Evaluated Bid Price (Sum of prices under (E) ÷ 18) = C5</b>				\$ _____
Note: For evaluation purpose, 100 is the estimated number of additional users by period.				

At Pricing Table 10 (PT10), **DELETE** Item #2, column (B) Description, in its entirety and **INSERT** the following:

Table 2 - INITIAL REQUIREMENT OF INTERNAL USER LICENSES FIRM ALL-INCLUSIVE PRICE  
(CAD \$)

### 3.0 Update Annex D – Definitions and Interpretations

**INSERT** the following Definitions under Annex D – Definitions and Interpretations:

**“Internal User Licenses”** means any Government of Canada user who has access to all modules of the Solution

**“External User Licenses”** means any user who accesses the Portal module of the Solution.

### 4.0 Questions and Answers

**Question 51:** 3.Can you please clarify the definition of “perpetual licenses”? (quoted in section 1 of main RFP doc, pg. 38 of 4. 77, section 7.1.1. Phase 2a)

**Answer 51:** Perpetual Licensed Software means that Canada is buying a license to own in perpetuity. Canada's license to use the Licensed Software is perpetual, regardless of any termination of the Contract by mutual consent, for the convenience of Canada or for default of the Contractor, as long as Canada has paid for the license to the Licensed Software.

**Question 52:** What is the meaning of “lot pricing”

**Answer 52:** Lot pricing refers to the fixed quantity of units, rather than per unit.

**Question 53:** How would Health Canada prefer to receive pricing information for a solution that includes two separate OEM entities?

**Answer 53:** Bidders must package the cost of the solution in accordance with Annex B.

**Question 54:** Would Health Canada prefer separate pricing tables that reflects incorporated pricing of both solutions?

**Answer 54:** Bidders must package the cost of the solution in accordance with Annex B.

**Question 55:** Is access for external users (not those part of the Health Canada user group) required? If so – how should we provide that in our financial bid?

There are two types of external users. The first are users with login accounts and the second are without accounts:

1) Users with accounts are manufacturers, distributors, retailers, laboratories and testing facilities. Their role is to electronically submit structured data (for example, industry reports, laboratory analyses results reports) or enquires. They wouldn't have access to the main application used by HC employees (the internal users). To submit structured data to Health Canada, they would require access to the following:

- a) The web portal module of the Solution via a secure Portal User Interface.
- b) A secure REST API.

2) Users without accounts are the general public, who would submit enquiries, complaints or support requests via a secure Portal User Interface. There will be no cost for these users.

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There is an expectation of no cost for external user access. However, Annex B has been amended to allow bidders to submit financial information for both internal user licenses and external user licenses.

**Question 56:** Can we propose India-based offshore resources (that don't hold Reliability clearance) as a portion of the team for Phase 2 – Full Solution?

**Answer 56:** Part 6 – Security and Financial Requirement states that “Prior to award of Contract, the following conditions must be met”. Phase 2 – Full Solution is an option within the awarded Prototype Contract and therefore the proposed approach would not comply with all Security Requirements prior to the award of the Prototype Contract.

**Question 57:** Can we use India-based offshore resources (that don't hold Reliability clearance) for the CUA build?

**Answer 57:** This approach would not comply with the Security Requirements under Section 6 - Security and Financial Requirement within the RFP. The CUA stage is initiated after the award of the Prototype Contract.

**Question 58:** Where in the bid do we provide resources names and details for the CUA phase? Or are resource categories sufficient?

**Answer 58:** Resource names are not required for the CUA phase. During implementation, resources will be as and when requested under the TA process.

**Question 59:** Where can we register for the IT Assessment CCCS program?

**Answer 59:** This process is initiated by the client department, typically by Procurement but often by ISSO or IT Security teams. Bidders are responsible to follow the instructions in Annex E – Supply Chain Security Information Assessment Process. The IT Assessment is initiated after the resulting Supply Chain Integrity Process.

**Question 60:** Can Canada please provide Bidders with a budgetary range for the implementation and management of the solution.

**Answer 60:** To become the winning bidder within this competition, bidders must submit their most competitive pricing in accordance with the requirements set out in the RFP. Budgetary decisions were based off previous industry engagement, RFIs.

**Question 61:** In the pricing tables for the solutions Perpetual Licenses, Canada makes no reference to or no location to identify/include ongoing annual maintenance costs. Software solution providers also have annual maintenance costs in addition to the cost of the initial license. These annual maintenance costs are a mandatory requirement for the provision of the solution. Could Canada please indicate the specific location on where annual maintenance costs should be detailed or provide an additional pricing table whereby the annual maintenance costs should be listed.

**Answer 61:** Canada does make reference to the annual maintenance and support services costs, for the license itself and the annual hosting costs. Please see Pricing Table 6 (PT6) – Optional Solution Maintenance and Support Services. Also see Pricing Table 7 (PT7) – Optional Solution Hosting Services for maintenance of the cloud hosting.

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