



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

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

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 OMS Modernization Project	
Solicitation No. - N° de l'invitation 21120-206246/C	Amendment No. - N° modif. 011
Client Reference No. - N° de référence du client 21120-20-3266246	Date 2022-03-10
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-165-40231	
File No. - N° de dossier 005im.21120-206246	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 2022-03-29 Heure Avancée de l'Est HAE	
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: Conn-Harbinson, Margo	Buyer Id - Id de l'acheteur 005im
Telephone No. - N° de téléphone (613) 858-8108 ()	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

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This amendment 011 is raised to provide answers to questions received from bidders:

MODIFICATIONS:

The Solicitation Amendment is issued:

B) To respond to questions regarding the Bid Solicitation.

B) QUESTIONS:

The following questions were received from bidders. To ensure consistency and quality of information provided to Bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to all Bidders to whom the bid solicitation has been sent.

Q.124: Pricing Worksheets: Annex C Pricing section is very extensive and lengthy (59 pages) and is not accessible or editable in the current PDF format. Will the Crown please provide bidders with Annex C pricing tables in either Word or Excel files to enable accurate completion – providing one format for bidders to use will also be beneficial to the Crown for evaluation purposes.

A.124: A Word Version is available and will be forwarded to the Bidder upon request to the Contracting Authority.

Q.125: Sections to be submitted: In Section 3.1, Bid preparation instructions, the RFP states the bid must be gathered per section and separated into four (4) distinct sections. However, further in Section 3.6 the RFP has a fifth (5th) section listed for the Supply Chain Integrity Process. Will the Crown please confirm that Bidders are to submit five (5) separate and distinct sections and that the Supply Chain Integrity information is only to be contained within Section V.

A.125: The Bidders are to submit five (5) separate and distinct sections. The Supply Chain Integrity information is to be contained within Section V.

Q.126: Section: Part 6 > 6.3 Insurance Requirements
Part 7 > 7.17 Insurance Requirements

Requirement #: 6.3 and 7.17

Requirement Description: 6.3 SACC Manual clause G1007T (2016-01-28) Insurance Requirements

-- The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex ____ .

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

7.17 SACC Manual clause G1005C (2016-01-28) Insurance Requirements

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-- The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

Question: G1007T -Is there a formula the Contracting Authority uses to determine the coverage required? If so can the Authority please provide the formula?

G1005C -Does this counteract the previous Insurance Requirement?

A.126: Part 6, 6.3 Insurance Requirements, SACC Clause G1007T, Delete reference to this Clause. Part 7, 7.17 Insurance Requirements, SACC Clause G1005C, this clause will still apply. This is a standard clause and puts the onus on the contractor to decide if they need to have insurance.

Q.127: In Annex H, it references Form 10, which was published in Amendment 1. However, it only states that it is included as attachment Form 10 in an .xlsx document. I seem to be having trouble finding this document—is there a location that I am able to retrieve it?

Form 10

Supply Chain Security Integrity Vendor Submission Form (SCSI)

Included as attachment Form 10 – SCSI VENDOR Submission Form.xlsx

A.127: Form 10 is no longer required. Reference to this Form 10 is removed from the RFP.

Q.128: RFP Section 6.3 & 7.17

Question Both of these sections refer to SACC clause G1007T however the RFP does not identify any Insurance Requirements. Please confirm what the Insurance Requirements are so that we can provide the required letter.

A.128: See response provided to Q.116 above.

Q.129: RFP Section 7.9

Sub-section (i) Payment Credit

Question In order to properly evaluate the risk associated with responding to this project will Canada please identify what the credit amount will be for a Failure to a Meet Minimum Service Level?

A.129: The standard service credit clauses and model used in Canada's contracts are provided below. However, Canada recognizes that this may not align with the Bidder's licensing and support model. Should this be the case, Bidder's are invited to provide alternate service credit models for Canada's consideration as part of the response to R91.

Service Credits: At Canada's request, the Contractor will calculate the Client's Service Availability during a given calendar month. If the Contractor has failed to meet the Service Availability in a given calendar month, Canada will be entitled to a credit in the following:

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Service Availability Interruption	Service Credit
Less than 2% of hours in a calendar month	No Credit
2% to 3.99% of hours in a calendar month	5%
4% to 5.99% of hours in a calendar month	10%
6% to 11.99% of hours in a calendar month	25%
12% of hours or more hours in a calendar month	50%

The credit amount that Canada is entitled to for any Service Availability Interruption in a given calendar month will be calculated as follows: the applicable Service Credit percentage for the Service Availability Interruption times the estimated monthly rate (prorated from the applicable annual rate paid by Canada at the time).

The length of a Service Availability Interruption will be measured from the time an interruption is reported by the Client until the Contractor has taken the necessary steps to restore the Service Availability.

Q.130: RFP Section 7.29

Sub-section Performance Credit

Question Will Canada declare now if a Parent Company Guarantee is required?

A.130: Please refer to Section 6 – Security, Financial and Other Requirements, Paragraph 6.2 – Financial Capability, A9033T (2012-07-16). Part 7, Clause 7.29 - Performance Guarantee can be removed.

Q.131: RFP Section 4003 12

Question Having a 30 day acceptance period for all deliverables will have a significant impact on a project timeline; in some instances, may cause project delays. Does Canada understand that this may result in a much longer and therefore more costly project?

A.131: Acceptance is described in The Standard Acquisition Clauses and Conditions (SACC) Manual in the Supplemental Terms and Condition's Licensed Software SACC 4003 12 (3):

- "3. Period of Acceptance: Unless provided otherwise in the Contract, the acceptance procedures are as follows:
- a. when the Work is complete, the Contractor must notify the Technical or Project Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
 - b. Canada will have thirty (30) days from receipt of the notice to perform its inspection (the "Acceptance Period")."

However, Canada does not relieve the Contractor of any responsibility for defects or other failures to meet the requirements of the Contract or the Contractor's responsibilities with respect to warranty, maintenance or support under the Contract.

The full Clause can be found in the SACC Manual using the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4>

The work must be delivered as described in the Contract's Basis of Payment and/or any payment deliverable schedule.

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Canada understands that there may be project delays requiring additional time to rectify as per Supplemental Conditions 4003 12; however, the work is to be delivered based on the Contract Price.

Q.132: RFP Section 4003 12

Question With regard to the 'Acceptance Period', After successful completion of User Acceptance Testing period and the system is moved into production, it is understood there will be a thirty (30) day acceptance period during which the newly installed system will be in production and its performance monitored. As it is common to have minor, non-critical issues occur during an implementation, is Canada agreeable to approach this period with the following?

- If at any time during the acceptance period, the solution reveals a priority level 1 or priority level 2 defects, the vendor will be responsible for resolving the issues. The priority levels would be based on agreed Service Level Agreements for priority levels. Any minor issues would either also be resolved or have an agreed plan for resolution.

A.132: Supplemental Conditions 4003 12 will not be amended. Please refer to 4003 12, Paragraph 4 as follows:

"4. If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again."

Q.133: RFP Section 4003 14

Question As Canada is requesting a COTS solution, any modification made to the COTS software will be analyzed and implemented in a manner by which it may be maintained and upgraded as part of a COTS package. Is Canada understanding that requesting ownership of modifications would require a separate support and maintenance agreement?

A.133: Canada is not requesting ownership of any modifications or intellectual property associated with the solution. Modifications remain the property of the Contractor used by Canada under the license agreement for the solution. The requirement is to implement any modifications in a manner that allows for maintenance and upgrades of the both the COTS product and the modifications.

Q.134: Many products are stated in the RFP as being licensed by CSC today. Does CSC have a list of Government Furnished equipment for the purposes of OMS?

A.134: Government Furnished Equipment generally refers to goods such as laptops, chairs, desks, etc. that are purchased by the Government of Canada for use by a Contractor. Software licenses are not considered Government Furnished Equipment.

Q.135: Please confirm if Correctional Service of Canada has Microsoft 365 Licenses (including SharePoint, Email, Data Loss Protection, Chat, PowerBI Pro) and that those licenses are considered Government Furnished Equipment.

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A.135: See responses to Q07 and Q33 in Amendment 003 for confirmation on the availability of licenses. Licenses provided by Canada for these applications and tools are not considered Government Furnished Equipment.

Q.136: In the OMS solution there could be up to three distinct entities engaged to deliver the OMS Solution:

- The Bidder/Systems Integrator
- The COTS OMS Vendor
- The Cloud Services Platform Provider

Could Canada provide a traceability matrix of how it sees the terms and conditions applying to each distinct entity?

For example Part 7 Section 7.5(b)(12) indicates a requirement for Site Access. Would this apply to the Bidder, COTS Vendor and Cloud Services Provider, or just the Bidder?

Many other Terms and Conditions are not specific as to which entity they refer to and therefore it is very difficult for bidders to assess compliance to the requirements and terms and conditions.

A.136: The Terms and Conditions in this solicitation apply to the Bidder. As described in the response to Q.123 in amendment 10, Canada has a separate contract with separate Terms and Conditions with the GC approved Cloud Service Providers. As identified in the response to Q.110 in amendment 10, Canada intends to issue a separate procurement for a Systems Integrator (SI), which would result in a separate contract with separate Terms and Conditions. As identified in the response to Q.123 in amendment 10, if there are specific terms or conditions in this solicitation that are of particular concern, please submit a question referencing the term or condition clause to the Contracting Authority. Similarly, if there is a term or condition in this solicitation that is in conflict with the proposed Solution license model, please submit a question referencing the term or condition clause to the Contracting Authority.

Q.137: Part 3 Section 3.5(a) "Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance.

The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposal individuals hold a valid security clearance at the required level at contract award, as indicated in Part 6 – Security, Financial and Other Requirements."

Please confirm that this requirement is intended for the Bidder / Systems Integrator, and not the Cloud Service Provider.

A.137: This requirement applies to the successful Bidder(s) awarded a contract as a result of this solicitation. As described in the response to Q.123 in amendment 10, Canada has a separate contract with the GC approved Cloud Service Providers, so those services will not be covered under this contract.

Q.138: This calls for a Fixed Price for the duration of the contract, including option years. Since the amount of support services are dependent on the number of enhancements developed and deployed during the Design and Implementation phases of the OMS program, can the Crown confirm that firm fees are only the maintenance and support fees associated with the baseline software. Maintenance services of the OMS solution (i.e. Application Management Services post go-live) would either be done internally by CSC, be procured via an update to this contract post Design phase, or a be a separate procurement.

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A.138: Bidders are asked to provide a proposed support model, including the expected division of support responsibilities between the Bidder and CSC as part of the response to R102. However, since the support model will not be finalized until the Design Step is completed, Canada recognizes that an update to this contract may be required once the model is finalized to address specific enhancements if there are additional items to be supported by the Bidder or the division of responsibilities are adjusted.

Q.139: At what stage will the Canadian Center for Cyber Security (CCCS) IT Assessment program occur? And how will it be communicated to the bidders?

A.139: See response to Q.49 in Amendment 006.

Q.140: The definition in the RFP is:

In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

Question:

Typically, bidders will make use of third-party "libraries" (proprietary and/or open source), third-party application and external services such as maps within their solution. Is CSC requesting the bidders to submit a Software Publisher's authorization for every proprietary "software" product proposed in its bid including those described above?

Can CSC clarify the extent of the requirement for this authorization?

Can CSC explain how to determine if the Software Publisher's Authorization form is required for a third-party "library", external service, etc?

A.140: The Software Publisher's Authorization form is not required for open source libraries or products such as Microsoft 365 software where the licenses will be provided by Canada. The form is required for software products that are not publically available and form a unique, substantive portion of the proposed Solution, where the Contractor requires permission to include the component in the Solution. Commonly used 'utility' items, whether proprietary or open source to provide functionality such as maps do not require a Software Publisher Authorization form.

Q.141: M2 - Public Safety Project Implementation References:

CSC states that one project must have been completed in the past five years and the second project must have been completed in the past 10 years. We want to provide CSC with the references which speak most directly to our experience and that best align with CSC's modernization objectives. To help us best select our references, seek to understand CSC's definition of "complete." Across our many OMS projects, we have approached the definition of complete as the successful conclusion of the UAT phase, at which point the customer has formally signed off on solution acceptance and determined it is ready for production. Does completion of the critical milestone of UAT/customer acceptance/production-ready satisfy CSC's expectation for and definition of "complete"?

A.141: For the purposes of M2, for a project to be considered "complete", some level of production implementation of the Solution must be complete. The production rollout may still be in progress, but it must have progressed beyond the completion of User Acceptance Test completion to include implementation for at least a subset of production users.

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Q.142: The Crown is asking for many project references to be submitted at time of bid closing and requesting Senior client contact information for all project references. Some clients do not wish to have their names and contact information shared within the proposal. We do have commitment from our client references to provide confirmation about the work that has been done by our firm upon request from the Crown; however, the clients are not comfortable with providing contact information without knowing the timeline that they will be contacted. We respectfully request that the Crown allow bidders to provide client names and contact information upon request during the evaluation stages within a reasonable timeframe of the request.

A.142: Senior client contact information for all project references, including client names and contact details must be provided as part of the bid submission. Access to the contact details is covered under the non-disclosure agreement required from anyone with access to the bid and is not publically available. If requested, Canada will notify the Bidder when the reference checks begin.

Q.143: Will the Crown please advise bidders as to when we can anticipate receiving responses to questions that have been submitted? The answers to these questions will greatly impact how we respond to a number of the requirements. Our firm has 6 questions from more than a week ago outstanding (additional ones more recently submitted).

In addition to the outstanding questions, the requirements and responses for this solicitation are extremely complex and extensive in the amount of detail and exhibits required for submission.

We can appreciate that the Crown likely has a number of technical questions that are being considered and for that reason, and the ones stated above, we respectfully request a two week extension on the above mentioned solicitation to allow the Crown sufficient time to answer remaining questions and bidders sufficient time to incorporate the results of these questions into their responses.

A.143: This amendment provides answers to the remaining questions submitted to date. A two (2) week extension was granted with Amendment 009 on March 1, 2022. A further extension will not be granted at this time.

Q.144: The most recent amendment has provided valuable clarification on a number of questions, including several involving technical and functional performance matters. Given this, the need to reconsider existing draft responses, and the fact that a number of important questions remain outstanding which may materially affect vendor responses, will CSC be amenable to an extension to the RFP closing date of two to three weeks to allow all vendors a sufficient response window?

A.144: See response to Q.143 above.

Q.145: Is the supply chain security for both hardware and software products? Would this still be applicable to hardware that the vendor is recommending but not supplying (that is, hardware CSC would need to procure)? Also, does this apply to third-party software that is part of the vendor's solution such as Microsoft products and Azure?

A.145: The supply chain security applies to the products included in the Bidder's proposed Solution. It does not apply to Government provided licenses for Microsoft products (such as Word, Excel, Sharepoint, etc.) or cloud capacity to be provided by an approved Protected B cloud service provider under the Cloud Service Provider contract.

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Q.146: Annex C – Basis of Payment; Table 6.1: Will the Crown please confirm that for a subscription entity license bidders should provide an annual price (12 months) that allows all authorized users to use the solution as required (see Table 6.1; Note 4) as the Firm All Inclusive Lot Price in cell 6.1 A-1? If not 12 months, can the crown please confirm what duration should be used as identified in note 1

A.146: Yes, for a subscription entity license, cell A-1 in Table 6.1, an annual price (12 months) should be provided. For a perpetual license, a single price should be provided in cell A-1, and the annual maintenance and support costs (12 months) should be provided in Table 6.2.

Q.147: Annex C – Basis of Payment, Table 6.1, cell 1-A asks for “Entity License for Correctional Service Canada to use the Solution” and Note 3 states: The entity license is in effect at TO BE FILLED IN licenses and allows for up to TO BE FILLED IN users under the same entity. Will the crown please confirm that the areas marked “to be filled in” should be filled in by the bidder?

A.147: The wording of Annex C – Basis of Payment, Table 6.1 Note 3 is updated as follows.

Note 3: The entity license is in effect at 17,000 licenses and allows for up to 20,000 users under the same entity

Q.148: Annex C: Basis of Payment, Pricing Table 6.1- Note 1: The price listed in Column A (above) is a firm all-inclusive lot price covering CSC for the duration of the contract.

Note 4: Subscription licenses must include software maintenance and support. Pricing for a subscription entity license (including maintenance and support), consists of an annual price that allows all authorized users to use the solution as required.

Could CSC please clarify if for a Subscription License product, the price to be inputted in Table 6.1 is the per-year cost (e.g. \$10,000,000 per year), or the duration of the contract? (e.g. \$10,000,000 per year x 21 years = \$210,000,000).

A.148: See response to Q.146 above.

Q.149: Annex C: Basis of Payment, Pricing Table 6.1 Note 3: The entity license is in effect at TO BE FILLED IN licenses and allows for up to TO BE FILLED IN users under the same entity.

We assume that it is the vendor’s responsibility to complete the # of user license units in the “TO BE FILLED IN” sections in Note 3, as part of the Vendor’s response submission to CSC. Is this accurate?

A.149: See response to Q.147 above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.