



**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

<b>Title - Sujet</b> OMS Modernization Project	
<b>Solicitation No. - N° de l'invitation</b> 21120-206246/C	<b>Amendment No. - N° modif.</b> 012
<b>Client Reference No. - N° de référence du client</b> 21120-20-3266246	<b>Date</b> 2022-03-15
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XL-165-40231	
<b>File No. - N° de dossier</b> 005im.21120-206246	<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 2022-03-29</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> Conn-Harbinson, Margo	<b>Buyer Id - Id de l'acheteur</b> 005im
<b>Telephone No. - N° de téléphone</b> (613) 858-8108 ( )	<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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**Amd. No – N° de la modif.**  
12  
**File No. – N° du dossier**

**Buyer ID – Id de l'acheteur**  
005IM  
**CCC No./ N° CCC – FMS No/ N° VME**

**This amendment 012 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.150: Bidder Definition: SACC clause 2003; section 04 (2007-11-30) states 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. And in Section 3.2, Technical Bid instructions, the RFP states (iii) Previous Similar Projects: Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself or any affiliate of the Bidder (and cannot include the experience of any proposed subcontractor).

This current definition and restrictions puts our firm and many other global service providers at a distinct disadvantage due to the way in which we are structured, and precludes global multinational firms from citing the experience of their parent, affiliate companies or global network. These significantly impact our firm's ability to bid, as we have extensive and highly relevant global experience. We recommend that Canada consider bidder's global experience gained by the parent companies, subsidiaries, affiliates and other association of entities of the Bidder. How a firm is structured internally should not be a barrier to the Crown accessing qualified global service providers.

We suggest that Canada consider using the following definition of "Bidder", which has been used successfully in other procurements, and has helped GC gain access to highly relevant experience:

"The vendor or entity (or, in the case of a joint venture, the vendors or entities) submitting a response for this Request for Proposals also includes the parent, subsidiaries, and other association of entities of the Bidder. An 'Association of Entities' means separate legal entities within a formally organized professional services network, where all members of the network operate using a common brand, with shared access to intellectual property, talent resources, integrated technology, methodology, strategies and policies across the network. It does not include unrelated affiliates of the Bidder with whom the Bidder is partnering."

A.150: The definition of the Bidder provided in Section 3.2 supersedes the definition provided in the SACC clause. For clarity, the Bidder is defined as Bidder itself or any affiliate of the Bidder, but not proposed subcontractors. The definition of the Bidder will not be expanded to include other associated entities. However, Canada does want to gain access to the most qualified Contractors. Therefore, for mandatory criteria M2 only, the following is inserted:

"Please note: For this mandatory criteria only, the relevant experience of the Bidder, its parent companies, subsidiaries, affiliates or other proposed associated entities of the Bidder, or its

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proposed sub-contractors will be considered. Further, the bidder must demonstrate that this experience will be available to Canada during the period of the contract.”

Q.151: Software Publisher qualifications: In addition to the modifications suggested for the Definition of Bidder, we wish to remind the Crown that many System Integrator firms will likely be working with COTS Software Publishers to bring Canada the required solutions of this RFP. As such it is important for the Crown to allow the bidders to include the qualifications and experience of Software Publishers for this bid. We do however feel that the Crown should not extend the ability to use non-Software Publisher qualifications (i.e. those of other subcontractors to the bidder) in this procurement.

As such, would the Crown consider allowing COTS Software Publisher qualifications to be included and evaluated as part of 21120-206246/C.

A.151: The definition of the Bidder will not be expanded to include subcontractors other than for M2 as indicated in A150 above.

Q.152: **Section:** 08 Security and Intelligence Management

**Requirement#:** SIM-162

**Requirement Description:** The solution must provide a method to restrict copying the file or any portion of the file.

**Question:** With technologies that are available today - cell phones, screen shot software and OCR apps, restricting copying files is nearly impossible unless the internal business process has restricted all devices, applications, etc. Would CSC consider changing this requirement to:

The solution SHOULD provide a method to restrict copying the file or any portion of the file.

OR

Removing the requirement in its entirety.

A.152: The requirement is to restrict copying of certain data within the application, such as by restricting the use of a copy/paste function for certain data fields. CSC recognizes that it is not possible to prevent copying of data using external devices such as cell phones or software utilities to capture screen shots.

Q.153: Could CSC please provide a detailed description and/or schedule of when licences will be activated throughout the lifecycle of the project? For example, during CUA it is indicated that 200 users will participate therefore 200 licenses will be required. During UAT how many development and QA licenses (pricing table 4.5) will be required? When the product is Production Ready (Production Ready is defined as: 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) how many production user licenses will be required? At Go Live how many production user licenses are anticipated?

A.153: Beyond the CUA phase, many factors could impact the number of licenses required at various points in the project lifecycle. For example, as outlined in Annex A – Statement of Work, the business capabilities are to be delivered incrementally rather than through a 'big bang' deployment. As a result, the number of production user licenses will ramp up over time as new capabilities are deployed. As indicated in Annex A – Statement of Work, the current OMS has approximately 18,000 active users.

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Q.154: Could CSC please provide the number of user licenses anticipated per module? For example, how many licences are anticipated the Property Management Module, Sentencing Module, etc. based on the current population of users which require access to each of these functions.

A.154: While certain roles will primarily use certain modules within the new OMS application, CSC envisions access to specific content (modules, web pages, or data fields) to be configured based on user role, location, etc. rather than through separate module licenses. Under this model, each user license includes all modules, and specific access is configured based on user characteristics such as role, location, etc.

Q.155: Annex C: Basis of Payment, Pricing Table 6.1- Note 2: The price paid to exercise the option to increase the scope of the License to Entity-wide, as described above, will be calculated by taking the cost provided above (Item # 1, Column A) and subtracting any License costs paid up to and including the date that the option is exercised (as per Tables 4.1 through 4.6).

We ask that CSC provide more clarity on Note 2, to explain how the irrevocable option entity license will apply to CSC as client #1 for a Subscription License software. We ask that CSC provide a calculation example of the application of Note 2.

Our understanding is the following:

1. Suppose CSC has activated 2000 production user licenses at \$500/year in year 1 per Table 4.6 = \$1,000,000/year.
2. Should CSC with to extend licensing to the entire CSC organization of 18,000+ users, then CSC will pay the per-year option entity license fee as per Table 6.1, minus any amounts already paid per Table 4.6.
3. Suppose the option entity license fee is \$5,000,000/year, the amount payable by CSC per Note 2 is \$5,000,000 – \$1, 000,000 = \$4,000,000 /year

Please confirm our understanding, and/or provide a clarifying example.

A.155: The example provided above is correct.

Q.156: 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 2: The price paid to exercise the option to increase the scope of the License to Entity-wide, as described above, will be calculated by taking the cost provided above (Item # 1, Column A) and subtracting any License costs paid up to and including the date that the option is exercised (as per Tables 4.1 through 4.6).

Please confirm if the option entity license fee is applicable to other government agencies. For example, we understand that Table 7.2 provides Subscription License pricing on a per-user basis that is applicable to other agencies. We understand that Table 6.1 and Notes 1 and 2 therefore do not apply to other agencies, and those agencies will be billed directly based on their number of users as per the rates in Table 7.2.

A.156: The Entity license applies to CSC only, not other government departments or agencies.

Q.157: 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.

Pricing Table 7.2

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(Price includes Subscription Licensed Software, software maintenance and support, and a 12-month warranty, which can be purchased as and when requested at any point during the contract any option period)

Please confirm our understanding that other government agencies using the Subscription solution would use the CSC instance of the solution as additional users (single CSC tenant and CSC instance of the solution).

- A.157: Other government agencies using the pricing provided in Table 7.2 may or may not use the CSC instance of the Solution. For example, other criminal justice partners such as the Royal Canadian Mounted Police (RCMP) may use a subset of the functionality available in the CSC instance, but other organizations, such as provincial or territorial correctional services, may wish to establish a separate instance.
- Q.158: The Crown has indicated in this procurement, as well as part of its Cloud-First policy, that programs are to leverage Government approved Protected-B certified Cloud Service Providers as the basis for supporting solutions. In addition the Crown has formalized agreements with certified/approved CSPs via the GC Cloud Framework Agreements (32099-1-1-00X). Based on this it is our understanding that Cloud Services that may be required to support the CSC-OMS solution should be acquired via these awarded GC Cloud Framework Agreements. As such, would the Crown clarify that Cloud elements required to support the CSC-OMS requirement will be procured directly by the Crown via these GC Cloud Framework Agreements, and not included in the vendors bid costs.
- A.158: Yes, Cloud elements required to support the CSC-OMS requirement will be procured directly by the Crown via these GC Cloud Framework Agreements, and not included in the vendors bid costs. However, any cloud components to be provided by Canada must be clearly stated in the bid submission
- Q.159: Will the Crown please confirm how the Pricing (Section II) should be submitted. Would the Crown like to receive an Excel file or Word file at time of submission?
- A.159: See A.124 in amendment 11.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**