

# Questions and Answers

## RFP #100021358

### **Q1: PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**Section 4.1.1.2 Point Rated Technical Criteria (Requirement R10 on Accessibility) (PG 21-22)** – Could you please suggest how we can demonstrate that the solution conforms to accessibility guidelines? Do we need to run the Web Accessibility Checker on the web application and submit the results?

**A1:** The bidder should provide an Accessibility Conformance Report (ACR) based on a [VPAT 2.4 Rev EU®](#) (Voluntary Product Accessibility Template) that outlines how their solution meets or doesn't meet the ICT requirements. The ACR should be prepared by a third-party unless the supplier has a qualified accessibility office themselves. To be deemed valid, the ACR must have been completed within 24 months from bid closing date.

### **Q2: PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

**Our understanding is that we will submit 5.1.1 (PG 25) if applicable and 5.2.1 (PG 25) with the bid; 5.2.2 (PG 25) of the Contract involves Security Due Diligence necessary to progress to Phase 2 and our understanding is that this process can take months.** 5.2.2 states the Bidder must provide a completed Contract Security Program (AFR) - is the AFR form submitted with the RFP or is it sent to the Screening authority? Does the application mean we would start the screening for Phase 2 ahead of winning the bid?

**A2:** Regarding the clauses 5.2.2, the Bidder must provide the AFR form with the RFP, but the screening for Phase 2 would start after contract award to the winning Bidder.

### **Q3: PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

**Section 6.2 Security Requirements (Phase 2) (PG 26)** - Our understanding is that these requirements would be fulfilled during the actual Screening for Phase 2 and not submitted with the bid. Is that correct?

**A3:** Correct, these requirements would be fulfilled during the actual Screening for Phase 2.

### **Q4: PART 7 - RESULTING CONTRACT CLAUSES**

**Section 7.3 Security Requirements (Phase 2 of Contract) (PG 29)** – Our understanding is that we would comply with these terms after Screening and approval for Phase 2 and not submit proof or represent compliance during the bid. Is that correct?

**A4:** Correct, you would need to comply with these terms after Screening and approval for Phase 2.

### **Q5: Appendix A to B (PG 71, PG 72, PG 84):**

Security Obligations for Tier 2 (Up to Protected B) – Do we need to address each of the security requirements in this section as part of the bid proposal? i.e. Third Party Assurance, Auditing

Compliance, Data Protection, Data Isolation, etc.? These requirements are part of the Phase 2 contract, hence the question.

**A5:** No, you don't need to address these security requirements as part of your bid proposal, as they will be part of Phase 2 of the contract.

**Q6: Appendix A to B (PG 71, PG 72, PG 84):**

The subsection 7 talks about Cloud Service Provider (CSP) IT Security Assessment Program; our understanding is that this due diligence would be part of the Screening and Assessment for Phase 2 and not to include this with the Bid. Is this correct?

**A6:** Correct, this section would be part of the Screening and Assessment for Phase 2 of the contract only.

**Q7: Appendix A to B (PG 71, PG 72, PG 84):**

The subsection 32 talks about Industrial Security Program – Security Requirement for Canadian Suppliers; our understanding is that we would comply with these terms after Screening and approval for Phase 2 and not submit proof or represent compliance during the bid. Is that correct?

**A7:** Correct, this section would be part of the Screening and Assessment for Phase 2 of the contract only.

**Q8: ANNEX A, ESDC - GENERAL CONDITIONS (2022-04-07)**

**02 Standard clauses and conditions (PG 28 Supplemental General Conditions 4002, 4003, 4004, 4006, 4008; PG 36) :** we are responding to the bid request for a cloud-based solution (Solution as a Service ("SaaS")). We are aware of there being a short window from submitting the bid and starting the project. The existing standard clauses and conditions - Supplemental General Terms linked on page 28 do not include a SaaS form of agreement. Will we be able to use our form of SaaS Subscription Agreement attached to the ESDC - General Conditions that includes all of the specific cloud language and particulars of our SaaS offering? The concepts of Licensed Software and Maintenance and Support Services for Licensed Software are merged in SaaS and the contractual language reflect that as well as other concepts that are different from perpetual licenses.

**A8: *We will not be using any other form of agreement or contract than the resulting contract to this RFP. We have made changes to the RFP, as per the Amendment 1. If ever you would suggest adding or changing wording to the RFP, please address your concerns before the solicitation closing date.***

**Q9:** I have run into an error with the hyperlink provided in the RFP for the Application for Registration (AFR) in section 5.2.2., I cannot access this document.

Could you please advise, update the link, or send me a copy for us to complete? Thank you.

## 5.2.2 Security Requirements – Required Documentation – Phase 2 of Contract

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e. information not

**A9:** Please refer to the attachment titled “471-E”.

### Q10: PART 3 - BID PREPARATION INSTRUCTIONS

#### ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE Software as a Service - Annual

**Subscription (PG 18)** – The table asks for pricing per user for different user counts across the column headers and for different subscription periods down the row headers. The final column is labeled sub-total and at the bottom of the table it is (C) Total Software as a Service Annual Subscription (Sum of C1 to C7). In order to get to the Annual Subscription we need to combine the pricing per user with a user count. The footnote provides a range from 80 users for the first months (this aligns with Phase 1) and up to 10,400 users during the period of the contract (which could include Phase 2). Should we use the 80-user count as a baseline in order to calculate the final column and total for (C) (Sum of C1 to C7) since the per user pricing for other user count levels is provided in the table?

**A10:** We have made the following changes to the Firm Annual Unit Price table under the AMD 3 to the RFP:

#### Software as a Service Solution – Annual Subscription

Customs duties are included and Applicable Taxes are extra.

***\*This basis of payment will begin the day following the Project Authority’s acceptance of the release. As per the Statement of work, after the expiration of the 60-days Error Free Stabilization period, if the release conforms to the Acceptance Criteria, ESDC will accept the release.***

Period	Firm Annual Unit Price				
	*Annual <u>Subscription</u> fees per user				
	From 0 up to 150 users	More than 150 up to 1,000 users	More than 1,000 up to 6,500 users	More than 6,500 up to 10,500 users	Subtotal
Initial Period	C1.1 \$ ____	C1.2 \$ ____	C1.3 \$ ____	C1.4 \$ ____	C1 \$ ____ (C1 = C1.1 + C1.2 + C1.3 + C1.4)
Option Period – 1	C2.1 \$ ____	C2.2 \$ ____	C2.3 \$ ____	C2.4 \$ ____	C2 \$ ____ (C2 = C2.1 + C2.2 + C2.3 + C2.4)
Option Period – 2	C3.1 \$ ____	C3.2 \$ ____	C3.3 \$ ____	C3.4 \$ ____	C3 \$ ____ (C3 = C3.1 + C3.2 + C3.3 + C3.4)
Option Period – 3	C4.1 \$ ____	C4.2 \$ ____	C4.3 \$ ____	C4.4 \$ ____	C4 \$ ____ (C4 = C4.1 + C4.2 + C4.3 + C4.4)
Option Period – 4	C5.1 \$ ____	C5.2 \$ ____	C5.3 \$ ____	C5.4 \$ ____	C5 \$ ____ (C5 = C5.1 + C5.2 + C5.3 + C5.4)

Option Period – 5	C6.1 \$ ____	C6.2 \$ ____	C6.3 \$ ____	C6.4 \$ ____	C6 \$ ____ (C6 = C6.1 + C6.2 + C6.3 + C6.4)
Option Period – 6	C7.1 \$ ____	C7.2 \$ ____	C7.3 \$ ____	C7.4 \$ ____	C7 \$ ____ (C7 = C7.1 + C7.2 + C7.3 + C7.4)
(C) Total Software as a Service Solution Annual Subscription (Sum of C1 to C7):					(C) \$ ____

*\*We are estimating the quantity of users to start at 80 users for the first month(s), but to go up to 10,400 users during the period of the contract including the option periods.*