

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
50 Victoria St. / 50, rue Victoria
Place du Portage , Phase I
Mailroom C114
salle de courrier C114
Gatineau
Québec
J8X 3X1
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
Information Security and Electronic Warfare Major
Proj/Division de la sécurité de l'information et de la
guerre
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage
Gatineau
Québec
K1A 0S5

Title - Sujet Information Technology Infrastructu Infrastructure de technologie de l'information à l'appui du commandement et du c	
Solicitation No. - N° de l'invitation W8474-18IT01/C	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client W8474-18IT01	Date 2024-02-20
GETS Reference No. - N° de référence de SEAG PW-\$\$QE-061-29203	
File No. - N° de dossier 061qe.W8474-18IT01	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2024-03-05 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Abela, Aaron	Buyer Id - Id de l'acheteur 061qe
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein	

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

ITQ AMENDMENT 006

ITQ Amendment No. 006 is being issued to address the following:

A) Questions and Answers submitted by Respondents during the ITQ publication.

B) Amend PART 7 – RESULTING CONTRACT CLAUSES, Section 7.9 Payment, Sub-Section 7.9.6 – Discretionary Audit

C) Amend ANNEX G – Evaluation Criteria, Table 1, M17

A) Questions and Answers

Question Number	Question	Answer
019	<p>Part 6 Section 6.3 of the ITQ – Controlled Goods Requirement</p> <p>(a) Please advise what could be the earliest date the Respondent would be required to be registered in the Controlled Goods Program? Upon ITQ award? Upon Funded Engagement Contract award? Upon issuance of a Task Authorization under a Funded Engagement Contract that includes controlled goods information or technology? We suggest that the date be upon issuance of a Task Authorization under a Funded Engagement Contract that includes controlled goods information or technology.</p> <p>(b) Please confirm that DND will only require registration, exemption or exclusion under the CGP for certain Task Authorizations where controlled goods information or technology will be disclosed to the Respondent. In other words, please confirm registration, exemption or exclusion under the CGP is not a blanket requirement for a Funded Engagement Contract and all Task Authorizations under the Funded Engagement contract.</p> <p>(c) Please amend Section 6.3 subsection 1, last paragraph to:</p> <p>“Failure to provide proof, satisfactory to the Contracting Authority, that the successful Respondent and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, issue to the Respondent of a Task Authorization under the Funded Engagement Contract will be considered a default under the resulting contract result in the Respondent being unable to accept the connected Task Authorization except to the extent that Canada is responsible for the failure due to delay in processing the application. For clarity, if the Respondent is unable to accept the Task Authorization, this shall not be deemed to be a default by the Respondent under the resulting contract.”</p>	<p>A. In anticipation becoming a Qualified Supplier under the Invitation to Qualify (ITQ) and entering into a Funded Engagement (FE) Contract, vendors are encouraged to be pro-active and to register with the Controlled Goods Program (CGP).</p> <p>The CGP registration and processing times can be referenced at the following web address:</p> <p>https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/enregistrement-registre/pmcinscrire-cgpregister-eng.html#s5</p> <p>Additional information can be referenced at PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS, Sub-section 6.3 – Controlled Goods Requirement, for information related to timing.</p> <p>B. There is no exemption or exclusion for CGP applicability requirement for a FE Contract and all subsequent Task Authorizations. This procurement falls under the Defence Production Act. All Qualified Suppliers (successful respondents) to the ITQ are required to meet the Controlled Goods Requirements identified.</p> <p>C. Canada does not agree to revise the clause due to standard CGP requirements.</p>

020	<p>Part 7 – Resulting Contract Clauses, Section 7.3.1 Security Requirements</p> <p>As there are multiple levels of personnel security screenings and multiple levels of release restrictions associated with the Funded Engagement Contract, please advise whether the Contractor must meet all levels at or before Funded Engagement Contract award or whether the Contractor can obtain the required clearances on a rolling basis as Task Authorizations with specific security requirements are issued?</p> <p>Same question for each requirement listed under s. 7.3.1.</p>	<p>Only those Qualified Suppliers who meet the security requirements in Part 7 and Annex C will be allowed to participate in the Funded Engagement Contract phase.</p> <p>There is no exemption for clearances on a rolling basis as Task Authorizations with specific security requirements are issued.</p>
021	<p>We are requesting an extension to March 20 to ensure a complete and thorough review of the technical and legal requirements.</p>	<p>Canada remains committed to the current scheduled closing date for the Invitation to Qualify (ITQ) that was initially published November 3, 2023 and maintain the current project schedule.</p>
022	<p>Part 2 – Section 2.10 (Basis for Canada’s Ownership of Intellectual Property); Part 7 – Section 7.2.2 SACC 4007 (Canada to Own Intellectual Property Rights in Foreground Information); Section 7.14 SACC A9006C (Defence Contract):</p> <p>The Deliverables specified in Annex A Statement of Work – Funded Engagement consist of reports, proofs of concepts, demonstrations and technical documentation. We are interpreting the defined term “Work” in the Resulting Contract Clauses to be such reports, demos, PoCs and technical documentation. With this assumption:</p> <ol style="list-style-type: none"> There is an inconsistency between SACC 4007 and Part 2 – Section 2.10, and SACC A9006C. SACC A9006C provides that title to the Work must belong to Canada; this would include the parts of the Work that contains the Contractor’s Background Information (as defined in SACC 4007). However, SACC 4007 provides that the Contractor <i>maintains</i> ownership of the Background Information with a license to Canada to use the Background Information (SACC 4007 (04)). Part 2 – Section 2.10 provides that “any intellectual property rights <i>arising</i> from the performance of the Work under the resulting contract will belong to Canada”; this also implies that the Contractor retains ownership of Background Information incorporated into the Work and that it is only Foreground Information (as defined in SACC 4007) that will belong to Canada. 	<p>Supplemental General Conditions 4007 (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information (SGC 4007) and SACC Manual clause A9006C (2012-07-16), Defence Contract (A9006C) do not conflict as they serve a different purpose; A9006 speaks to title of the Work and SGC 4007 addresses intellectual property rights with respect to such Work.</p> <p>The purpose of the Funded Engagement (FE) is for Canada to consult with, and obtain information from, industry so that it can further define and develop its requirement into a non-proprietary solution that meets DNDs needs. As such, Canada must own the Intellectual Property rights in Foreground Information generated from the FE Contracts and will not be changing or modifying SGC 4007.</p> <p>It is anticipated that not every Task Authorization (TA) will require the disclosure of Background Information. For each TA, Canada will endeavour to develop a scope of work in a manner that minimizes the need for FE Contractors to provide Background Information. As per the ITQ, FE Contractors are not required to enter into each TA offered to them. Choosing not to participate in any specific TA does not prevent the FE Contractor from receiving or being issued future TAs.</p>

	<p>b. Notwithstanding (a), upon review of the Potential Tasks outlined in Annex A – Statement of Work – Funded Engagement, Table 1, we anticipate that in order to provide fulsome, meaningful and actionable reports, we may incorporate a large amount of our pre-existing IP (i.e., Background Information) into the Work (the Deliverables). This is especially the case for a hyperscale CSP that has developed PoCs, demonstrations, recommendations for architecture, design and pricing optimizations from work done and lessons learned from working with the CSP's other large customers, including other countries' Departments of Defense. Moreover, we anticipate that it will be very difficult to distinguish between the trove of Background Information and true Foreground Information. Practically speaking, given the nature of the Potential Tasks and the Deliverables under the Funded Engagement, we anticipate that any Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Funded Engagement Contract will be of very little use isolated from the Background Information.</p> <p>c. We have numerous concerns with the scope of license to the Background Information (SACC 4007 04).</p> <p>d. SACC 4007 (04) 2a. states that Canada's license in the Background Information includes "<i>a. the right to disclose the Background Information <u>to third parties bidding on or negotiating contracts with Canada</u> and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information <u>except as may be necessary to bid, negotiate or carry out those contracts;</u>"</i></p> <p>A third party could be a CSP's competitor. Therefore, a CSP is being required to agree that DND has the right to disclose the CSP's intellectual property to the CSP's competitor bidding on or negotiating a competitive contract with Canada. This cannot be DND's intent.</p> <p>e. In Part 2 – Section 2.10, we note DND's intent to use the Funded Engagement contract or the deliverables contracted for, to generate knowledge and information for public dissemination. Based on the</p>	<p>Canada's intention is not to disclose Background Information in a way that would give an unfair competitive advantage or allow a competitor to commercially profit. However, some Background Information may be disclosed should this information become part of any future solicitation. All requirements developed as a result of the FE Contract will aim at remaining generic and competitive.</p> <p>Dissemination of TA deliverables under the FE Contract will not involve distribution for public consumption or commercialization. Dissemination of this information will be limited to DND, and other Government of Canada Stakeholders or Partner Countries.</p> <p>While Canada will not be making changes to SGC 4007 or SACC Manual clause A9006C, the concerns and limitations have been noted and will be taken into consideration when developing the scope of work for each TA under the FE Contracts.</p>
--	--	---

	<p>Potential Tasks, we have concerns about public dissemination of the Deliverables.</p> <p>f. The IP ownership and scope of Canada's license to use the Contractor's IP, will determine the nature of information the Contractor can include in the Deliverables.</p> <p>g. For the foregoing reasons, we suggest that Part 2 – Section 2.10 (Basis for Canada's Ownership of Intellectual Property); Part 7 – Section 7.2.2 SACC 4007 (Canada to Own Intellectual Property Rights in Foreground Information); Section 7.14 SACC A9006C (Defence Contract) all be deleted and replaced with a concept that the Contractor retains ownership in the Background and Foreground Information (i.e. retains ownership in the Work) and that the Contractor grants DND a non-exclusive, non-assignable, royalty-free, perpetual, worldwide, limited right to use the Work within DND/Government of Canada for DND/Government of Canada purposes. The Contractor's prior written consent would be required before DND can disclose the Work outside the Government of Canada, including to the Contractor's competitors.</p>	
023	<p>Please confirm that XACML is one implementation option that could be considered by DND/CAF given that more modern and distributed options that align with the principles outlined in the NIST publications and are in accordance with NIST 800-162 and 800-63 are available.</p>	Reference ITQ Amd003 – Question Number: 007
024	<p>We have previously been communicating about seeking sponsorship to get Document Safeguarding Capability to Secret as per W8474-18IT01/C. At the time it was the Draft ITQ</p> <p>We need to investigate whether we should upgrade that or build out a new facility. We would like to get clarity on the purpose and use of this facility so we can appropriately size it. Also, we noticed that the ITQ has IT requirements in for Document Safeguarding. We want to ensure that the facility we build out will meet these requirements.</p>	<p>As per the Invitation to Qualify (ITQ) at PART 6, Section 6.2, "For additional information on security requirements, Suppliers should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website." CSP can help suppliers better understand the security requirement and the process to obtain clearances.</p>

025	<p>Reference Annex G – Evaluation Criteria, Section 2.0, Table 1 – Mandatory Technical Evaluation Criteria M2 “The Respondent must have designed, built, and been operating a multi-tenant commercial cloud IaaS or PaaS that has been supporting at least three distinct corporations, government departments or government agencies each capable of operating over distinct Virtual Private Clouds, and been providing the following minimum capabilities for each customer during at least the last 36 consecutive full months as of ITQ closing date:”</p> <p>A. Many clients grow their cloud implementations over time. Can the 36 full months include the initial ramp up period?</p> <p>a. 25,000 end users; and b. 1,000 virtual servers; and c. 1 Petabyte of online storage; d. 1 Petabyte of online backup storage; and e. 5 Petabyte of near-line/offline storage.</p> <p>B. Would DND be willing to change the metrics to state cumulative CPU count instead of server count?</p> <p>C. Different clients have different storage strategies (especially around backups, archiving, hot/cold snapshots etc), would DND accept an example client if the client had a combined 7 petabytes of storage across online storage, online backup and offline storage?</p>	<p>A. DND will not consider ramp-up time in the 36 month period.</p> <p>B. No, this metric was chosen as it is more effectively measurable and indicative of the capability being sought.</p> <p>C. DND is willing to accept various methods of storage models .</p>
026	<p>Reference Annex G – Evaluation Criteria, Section 2.0, Table 1 – Mandatory Technical Evaluation Criteria M9(c) - can operate over closed loop networks: Could DND please clarify what they mean by 'operate over closed loop networks'? We want to confirm – is DND referring to an air gapped network(s) with no external internet connectivity when mentioning closed loop networks? Additional detail will help us understand and answer the question correctly.</p>	<p>DND views a "Closed loop network" as a system or network that can operate independently of external input or through controlled access with other systems or networks.</p>
027	<p>We request the deletion of Section 7.9.6 Discretionary Audit, specifically, please delete SACC Manual clause C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services:</p> <p>1. The ‘Remarks – Recommended Use of SACC Item’ (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C0100C/2) states that C0100C is used “whenever price certification clause C0002T or C0004T or C0006T is used, or when rate certification clause C0600T is used.” We do not see that any of the preceding SACC clauses are used in the ITQ. Therefore, C0100C should not be used.</p>	<p>Reference Section B) below.</p>

	<p>2. Also, Section 7.1.2, Item B, point 9 (IV) of the ITQ negates the need for SACC Manual clause C0100C. Section 7.1.2, Item B, point 9 (IV) states rates will be blended across all qualified bids:</p> <p>“Unreasonably High and Low Quotes: For each specific TA, upon receipt of all TA responses, Canada will determine an average quoted TA price by dividing the sum of all TA responses by the number of responses received. For the purposes of the FE Contracts, FE Contractors will be considered to offer an unreasonably low quote in response to a request for Task Authorization if the quote offered by the FE Contractor, that is otherwise compliant, is found to be more than 20% below the average quoted price, that price will be considered unreasonably low and excluded from the unreasonably high quote calculation. The average quoted price shall be recalculated with the exclusion of the unreasonably low price. FE Contractors who provide an unreasonably low quote for a TA (scope of work) will still be eligible to receive an individual TA.”</p> <p>3. In general, requiring a certification from the Contractor that “the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both” is quite problematic. Given the highly specialized nature of the services and eventual secret cloud services and infrastructure DND is seeking, there is no “most favoured customer”, nor “like quality and quantity”. For example, requiring Canadian Federal Government security cleared resources is unique to Canada – such resources cannot be compared to, for example, cleared resources of another country residing in those other countries since wages, cost of living, currency, etc. are different.</p> <p>4. Acknowledging that DND requires some form of price comparison, that can be accomplished by looking at competitive pricing between vendors offering competing services. This can be built into the procurement process, as is typical.</p>	
028	<p>In regards to the ITQ there are a number of outstanding questions along with several areas within the ITQ document where we believe potential bidders would value from gaining some greater clarity. Given the complexity of the ITQ and terms and conditions, it is difficult to adequately convey all the questions via written Q&A. For this reason we are requesting the Crown to please consider providing an opportunity for potential respondents to schedule a one-on-one commercial confidential meeting with both PSPC</p>	<p>In accordance with section 2.4 of the Invitation to Qualify (ITQ), Canada continues to encourage and is committed to respond all inquiries submitted from interested vendors.</p> <p>Industry Engagement consisting of an Industry day and One-on-One sessions occurred at the Draft ITQ phase, which provided interested vendors with the opportunity to ask questions. The Draft ITQ also</p>

	<p>procurement and DND. We believe that this would help speed up the overall process by allowing potential vendors to ask their questions, clarify any understanding, and fast track the process of allowing respondents to get the details that they need to finalize their response.</p>	<p>provided an opportunity to provide feedback for incorporation into the Final ITQ.</p> <p>Canada is looking to maintain the current project schedule as it is imperative for Canada to progress through the scheduled related activities of the ITQ evaluation and move the project forward.</p>
029	<p>Reference Annex G – Evaluation Criteria, Section 2.0, Table 1 – Mandatory Technical Evaluation Criteria M2 - the minimum capabilities that the Respondent must have provided to 3 distinct customers for a period of 36 consecutive months. In some implementations, storage classes are defined as metadata signatures attached to the storage object. With this kind of implementation, all objects are stored within the same type of physical storage hardware, regardless of storage class, with the same resiliency and access attributes. For providers leveraging this implementation model, having storage customer references broken down by storage class is not relevant. Information about customer references is also challenging to provide as it is not the type of information that the Respondent tracks and can easily retrieve. While meeting the storage requirements is not an issue, demonstrating it through the use of references is challenging and could unnecessarily disqualify a Respondent. Would Canada consider the following options, in order of preference:</p> <ol style="list-style-type: none"> 1. Remove the need to supply references for this requirement. References would be better tied to a rated requirement or specific requests in the future that list a specific solution; allowing us to provide the best reference for the context at hand. 2. Modify the requirement to allow reference architecture to be supplied as evidence rather than a reference, or as an alternative option. 3. Modify the requirements on storage to allow the consideration of implementations that define storage classes through the application of metadata signatures, and replace the current minimum capabilities with the following option <ol style="list-style-type: none"> (a) Combined 7 Petabytes of stored data; and (b) Storage classes are defined as metadata on stored objects. 	<p>DND views these capabilities provided to, and as seen by the end customer for consumption. References are required for DND's review.</p> <p>There are no planned modifications for M2.</p>

<p>030</p>	<p>It is requested that Canada provide clarification on the use of the acronym "CSP" located within Mandatory Requirement M17 used in Table 1, Section 2 (Mandatory Technical Evaluation Criteria) of Annex G (Evaluation Criteria).</p> <p>More specifically, it is requested that Canada confirm if the acronym "CSP" refers to "Contract Security Program" (as defined in ITQ Amendment 002, Part 7, Section 7.3 (Security Requirements), 7.3.1 (Security Requirements)) or "Cloud Service Provider" (as defined in Part 1 (General Information), 1.2 Summary).</p>	<p>Please reference Section C) below.</p>
<p>031</p>	<p>We continue to be concerned with two key issues:</p> <p>1) the requirement to submit labour rates and categories at the qualification stage, and</p> <p>2) the C0100C Discretionary Audit certification.</p> <p>We recommend the below-stated approaches while respecting and understanding Canada's procurement objectives of fairness, transparency and value for money.</p> <p>1a) Remove the Labour Rates and Categories Requirement: we request that Canada remove the requirement to submit Annex B - Labour Rates and Categories at the qualification stage and recommends Canada instead focus on a solutions-based, firm fixed price contract model for the Funded Engagement (FE) contracts and Task Authorizations (TAs).</p> <p>2a) Remove the C0100C Discretionary Audit certification: The C0100C Discretionary Audit certification is inappropriate, unreasonable and unfair within the structure of Canada's proposed FE and TA process for the Project. We request that the clause be removed, and that Canada rely instead on the Audit Provisions already included in SACC 2035 (see ITQ S. 7.2.1) to ensure best value is achieved for Canada.</p>	<p>1) The Basis of Payment (BoP) in the Invitation to Qualify (ITQ) will not be used beyond the Funded Engagement (FE) Contract phase of the ITI in Sp of C2 project. The purpose of FE Contract is only for professional consulting services to assist Department of National Defence (DND) to further Review and Refine Requirements (RRR).</p> <p>For added clarity, the ITQ BoP and associated labour rates and categories will only be used for the FE Contract – RRR phase. It is not intended to be used for the development, building, deployment and operating of the eventual non-proprietary solution. The FE BoP with identified labour rates and categories will not be used in the Request for Proposal stage (RFP). The FE Contract will be used to develop an entirely new Basis of Payment for the RFP stage. DND does not know precisely what Task authorization (TA) scope of work they will require from Qualified Suppliers (QS), therefore it is impossible to assign milestones for a firm fixed priced solutions based contract.</p> <p>The described Labour Categories in Annex B – Basis of Payment are broad in scope and designed to be all-inclusive for the experience and skill set required to meet the expected scope of work for Task Authorization engagements to be issued under the FE Contracts. These have been reviewed and will not be modified.</p> <p>Respondents are required to use the labour categories as per Annex B – Basis of Payment. Canada will not accept supplier specific labour categories and associated labour rates.</p> <p>2) Please reference Section B) below for additional information.</p>

Solicitation No. - N° de l'invitation
W8474-18IT01/C (ITQ)
Client Ref. No. - N° de réf. du client
W8474-18IT01

Amd. No. - N° de la modif.
006
File No. - N° du dossier
W8474-18IT01

Buyer ID - Id de l'acheteur
061QE
CCC No./N° CCC - FMS No./N° VME

B) At PART 7 – RESULTING CONTRACT CLAUSES, Section 7.9 Payment, Sub-Section 7.9.6 – Discretionary Audit

Delete:

Discretionary Audit

SACC Manual Clause C0100C (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

C) At ANNEX G – Evaluation Criteria, Table 1, M17

Delete in its entirety;

Insert:

M17	The Respondent must provide design, implementation, integration, migration, support and training services through either in-house or Cloud Service Provider (CSP) certified third party partners.	The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]
-----	---	--

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED