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Office of the Auditor General of Canada  
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**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 pat la présent révisé; sauf  
indication contraire, les modalités de l'invitation  
demeurent les mêmes.

**Solicitation Closes / L'invitation prend fin**

At – à :  
**14:00 Eastern Time /  
14h00 Heure de l'Est**

On- le: December 11, 2023/11 decembre, 2023

<b>Title/Titre:</b> Database administration and monitoring services	
<b>Solicitation No / N° de l'invitation :</b> RFP 397	<b>Amendment No. – N° modif.</b> 008
<b>Date</b> December 6, 2023	
<b>Address Enquiries to / Adresser toutes questions à</b>  <a href="mailto:suppliers@oag-bvg.gc.ca">suppliers@oag-bvg.gc.ca</a>	
<b>Telephone No. / N° de téléphone</b>	
<b>Destination of Goods, Services and Construction / Destination des biens, services et construction</b>  Specified Herein Précisé dans les présentes	
<p><b>Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.</b></p> <p><b>Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.</b></p>	
<b>Vendor Name and Address / Raison sociale et adresse du fournisseur</b>	
<b>Telephone No. / N° de telephone:</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b>	
Name/Nom _____	
Title/Titre _____	
Signature _____	Date _____



**This solicitation amendment is raised to:**

1. Provide answers to Bidder questions in relation to this solicitation; and
2. Amend the RFP document.

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**Question 1:** Would OAG please clarify how many Incident tickets are generated for Oracle and SQL during a month? Also, please classify them by priority (P1, P2 etc)

**Answer 1:** An average of 2-3 tickets per month are generated for both priority types P1 and P2, for the current year.

**Question 2:** Would OAG please confirm if it owns the “Diagnostic” pack as part of their Oracle licenses?

**Answer 2:** OAG does not currently own the Diagnostic pack for Oracle licenses.

**Question 3:** Although A37 of Amendment 3 indicates that “there is no expectation of integration with OAG’s ESM tool”, for greater clarity, would OAG please confirm that it would consider a solution which proposes integration with the current ESM tool?

**Answer 3:** Yes, OAG would consider such a solution, which will be subject to security assessment.

**Question 4:** With respect to the answer to question 1 in Amendment 5, please indicate if there will be a formal way for the OAG technical authority to direct the contractor to perform work. Typically, government contracts include the task authorization request process which requires the parties to sign a task authorization that would describe the work and the number of hours approved for performing such work.

**Answer 4:** The resulting contract from this RFP will not include any Task Authorization process. The email communication will be used to communicate work described in the RFP - Statement of Work. The emails are traceable and integrated with our internal ticketing system.

**Question 5:** With respect to the answer to question 2 in Amendment 5, we reiterate our request to include a mechanism to cost separately any recommendations that are provided to the OAG Technical Authority to ensure that the PRD, UAT and DEV environments operate correctly. Section III B. iii requires the contractor to analyse on a weekly basis such environments. We agree that the fixed monthly price will include such analysis. However, if the contractor makes recommendations, such recommendations should not form part of the fixed monthly price as we have no insight as to what the cost associated with potential recommendation will bid.

**Answer 5:** The recommendations related to correct operation of the PRD, UAT and DEV environments, are to be costed as part of fixed monthly price, as clarified in Answer 2 of Amendment #5. The implementation of such recommendations will be discussed between the OAG Technical Authority and the Contractor, and the OAG does not expect the contractor to absorb the cost associated with any changes resulting from implementation of recommendations.

**Question 6:** With respect to the answer to question 3 in Amendment 5 and further to Question “4” from above, the maintenance of repositories is a recurrent task that will need to be ongoing once they are created. Please confirm that once the contractor is instructed by the OAG Technical Authority to create repositories and maintain such repositories in accordance with Section III A. h) that the contractor will thereafter be entitled to bill the OAG for the hours required to maintain such repositories for the remainder of the term of the contract or such shorter period as instructed by the OAG Technical Authority?

**Answer 6:** Yes the contractor should keep track of the hours spent to create repositories and maintain such repositories, and state these hours in their invoice.

**Question 7:** With respect to the answer to question 4 in Amendment 5, the contractor will be using pre-existing delivery tools which may be enhanced in the performance of the contract. These pre-existing tools are the contractor’s value-added / proprietary know-how that must remain confidential and proprietary to it. The contractor cannot provide a non-exclusive, perpetual, irrevocable, worldwide license to such know-how as it will severely undermine its business. It is these tools that dissociates us from other contractors as it allows us to perform our services in a more efficient manner. We reiterate our request that the OAG delete SACC 4007 from the resulting contract.



**Answer 7:** The OAG has removed 4007 (2022-12-01) Ownership of intellectual property rights in Foreground Information. Please see RFP amendment below.

**Question 8:** Furthermore, the contract is for managed services. On that basis, the OAG shouldn't expect to gain intellectual property rights in tools used or created by the contractor in the delivery of managed services. As such, in addition to the deletion of SACC 4007, we request the following amendments to the statement of work so that we maintain our proprietary know-how:

- (a) Paragraph that follows Section III A.h): The contractor will not train the OAG Technical Authority on our scripts. The scripts are our proprietary know-how.  
At least once a month, the contractor must provide training, coaching and information to employees identified by the OAG Technical Authority (TA) on all relevant toolsets, ~~scripts~~ and capabilities used by the vendor to ensure all environments operate properly.
- (b) Section III B. iii g. : A deliverable cannot include the scripts used to manage the environments as these are our proprietary know-how.  
Setting up and storing incremental information in repositories for each environment (Production, User Acceptance and development) with metrics, **and** host/database, ~~scripts~~.

**Answer 8:** Regarding your questions 8(a) and 8(b), the OAG has modified the paragraph right after Section IIIA.h on page 35 of the RFP as well as Section IIIB.iii.g. to replace scripts with "new scripts created during the course of the contract". See RFP amendment below.

**Question 9:** By virtue of SACC 2035 – General Conditions, the copyright in the 'Material' that is delivered to OAG in which copyright subsists will belong to the OAG. Considering the scope of work, this provision should be sufficient for the OAG. In the event that the OAG determines that it will not delete SACC 4007 and reference to scripts in the SOW as indicated above, we will be unable to submit a bid considering the consequences relating to our proprietary know-how.

**Answer 9:** Please refer to RFP amendment below.

#### **RFP Amendment:**

- 1. Annex A- Statement of work, Section III. DESCRIPTION OF WORK,** delete the paragraph right after Section III A.h, page 35 of the RFP and replace with the following:  
"At least once a month, the contractor must provide training, coaching and information to employees identified by the OAG Technical Authority (TA) on all relevant toolsets, new scripts created during the course of the contract and capabilities used by the vendor to ensure all environments operate properly."
- 2. Annex A- Statement of work, Section III. DESCRIPTION OF WORK,** delete the paragraph IIIB.iii.g page 36 of the RFP and replace with the following:  
"g. Setting up and storing incremental information in repositories for each environment (Production, User Acceptance and development) with metrics, host/database, new scripts created during the course of the contract;"
- 3. PART 7 - RESULTING CONTRACT CLAUSES,** section 7.2.2 Supplemental General Conditions it's deleted entirely and not replaced.