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**Bid Receiving - PWGSC / Réception des soumissions -
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11 Laurier St. / 11, rue Laurier

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Core 0B2 / Noyau 0B2

Gatineau

Quebec

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

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Systems Software Procurement Division / Division des
achats des logiciels d'exploitation
Terrasses de la Chaudière
4th Floor, 10 Wellington Street
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Gatineau
Quebec
K1A 0S5

Title - Sujet AI - Regulatory Evaluation Platform	
Solicitation No. - N° de l'invitation 0X001-182587/A	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client 0X001-182587	Date 2019-05-14
GETS Reference No. - N° de référence de SEAG PW-\$\$EE-017-34665	
File No. - N° de dossier 017ee.0X001-182587	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-31	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lessard, Peter	Buyer Id - Id de l'acheteur 017ee
Telephone No. - N° de téléphone (613) 850-7602 ()	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

This amendment 005 is raised to extend the solicitation closing date, respond to questions from suppliers and update the solicitation.

- A) Removal of ISO 27001 certification requirement.
 - i. At Annex B, Article 15, Cloud Security Requirements
DELETE “International Organization for Standardization (ISO) 27001”
 - ii. At Attachment 4, MT-5
DELETE: “ISO 27001”

Q47: *For your consideration, we request a modification to Stage 1 Mandatory Requirement in Attachment 4 Section 1.1 pertaining to references for work performed by affiliates of the bidder. This would ensure consistency between the means through which companies initially qualified to the AI Supplier List and eligibility to bid on the current opportunity.*

In describing Bid Submission Requirements to comply with Stage 1 Mandatory Technical requirement 1 (MT-1), the RFP provides that bidders provide details of qualifying work for customers as well as references for that work. This requirement must be interpreted in accordance with Section 6.2 of the Bid Solicitation which provides at 6.2 (d)(iv)(2) that “...the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself...”

This requirement is inconsistent with the approach Canada applied to assessing a prospective supplier’s ability to qualify for the Source List, and the restriction will serve to disqualify Bidders who were initially placed on the Source List because of their demonstrated ability to successfully deliver AI projects.

The matter and value to the process of a Bidder’s affiliates customer reference was directly addressed in AI-IA Invitation to Qualify for Artificial Intelligence Source List EN578-180001, Amendment 003 at Question 015

Question 015:

1.2 Definition of Supplier "**Supplier**" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a response. It does not include the parent, subsidiaries or other affiliates of the Supplier, or its subcontractors. Based on the definition of Supplier, firms with parent, affiliate structures will not be able to leverage their global projects and thus not be able to participate in this procurement. This will limit the Government of Canada’s ability to leverage the full complement of firms with specific capability and investments in the field of artificial intelligence.

Answer 015:

The definition of Supplier will remain the same under this ITQ. However, for Mandatory Criteria M1, Suppliers may submit project examples from parent, subsidiary or affiliates of the Supplier for the purpose of qualifying under this Source List.”

As alluded to in Question 015, affiliate structures employed by prospective Bidders are not a barrier to the Bidder’s ability to leverage affiliate experience, and by Canada’s response and allowance of affiliate project examples, it would appear that Canada did not wish to deprive itself of the opportunity to consider and eventually benefit from that experience. There is no obvious or valid reason why Canada would choose now to deprive itself of that experience by expressly precluding reliance on affiliate customer references in the present RFP.

Accordingly, we request that Canada modify Bid Solicitation section 6.2(d)(iv) by eliminating the restriction against relying on customer references where the customer is the customer of an affiliate of the Bidder, and to expressly state that for Stage 1 Mandatory Requirement MT-1 suppliers may submit customer references for "project examples from parent, subsidiary or affiliates of the Supplier for the purpose of qualifying" under Stage 1 MT-1.

R47: The Canada School of Public Service requires bids from bidders who have gained experience delivering AI solutions and will use the same resources to do the work on this project. The definition found in Section 6.2 (d) (iv) will remain as written in the RFP solicitation.

Q48: *Reference RFP page 78, Attachment 1 Solicitation Definitions and Interpretations which defines "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. Given the importance of this initiative and ability to leverage similar work done both in and outside of Canada, we are requesting the definition of "Bidder" be expanded to include its parent, affiliates and its subcontractors.*

R48: See response to Question 1.

Q49: *Given the solicitation close date is right after the long-weekend, we are requesting an extension of two weeks to ensure we have sufficient time to prepare and submit a compliant, solid proposal.*

R49: The solicitation closing date has been extended to May 31, 2019.

Q50: *In order to submit a compliant bid, please confirm that Bidders will not be penalized if they do not directly respond or demonstrate the Stage 2 Mandatory and Rated*

requirements at this time (as shown in listed in Attachment 4, section 2.0 – Selection of Contractor’s REP Prototype Solution). It is our understanding that the bidders who advance to Stage 2 will be able to demonstrate and meet the requirements listed in Attachment 4, Section 2.0 as stated in the Annex B: Statement of Work, section 7. Tasks and section 8 Contract Deliverables.

R50: Bidders will not be penalized if they do not directly respond or demonstrate compliance with stage 2 mandatory and rated requirements at the time of bid submission. Only bidders who are selected to advance to stage 2 (prototype development) will be assessed against the stage 2 Mandatory and Rated requirements after their prototype is submitted to the project authority.

Q51: *Please confirm that the SOC 2 and ISO2001 certification is for the IaaS provider. It is our understanding that SOC 2 certifies a system that has been operational in production for at least 6 months in order to provide secure operational procedures so no SaaS vendor is likely to have this at this time.*

R51: The requirement for SOC-2 certification is required for the Infrastructure as a Service (IaaS) provider. The bidder will need to provide a copy of the certificate from the cloud provider they will be using or their own certification whichever is applicable. Demonstration of SOC-2 certification will be a mandatory criteria as part of the stage 2 assessment.

The solicitation documentation will be amended to remove ISO 27001 certification requirement.

Q52: *Some of the requirements for the REP are ambiguous. Following an agile approach we expect that we would clarify these with the stakeholders whilst developing the Proof of Concept in Phase II. This ambiguity though makes it very difficult to commit to a firm fixed price to finalize and support the solution in Phase III. The RFP seems to require that we provide the price for Phase III as part of the response for Phase II. Can the price for Phase III be revised later in the process based on what is discovered in Phase II?*

A52: The stage III price cannot be revised later as it will be used to evaluate bidder’s responses at Stage I to determine the 3 top bidders.

Q53: *With respect to question and answer #71 in the ITQ, will Canada consider a supplier’s recommended changes to the contract terms and conditions?*

A53: Canada is not in a position to consider recommended changes to the contract terms and conditions from a supplier as not all suppliers will have the same recommendations. The terms and conditions framework was published at the ITQ

qualification stage, providing all the AI source list suppliers an opportunity to provide feedback.

Q54: *As software providers, “as a service” providers, algorithm owners, and cloud service providers have their own terms and conditions governing their products, services, and intellectual property that are largely not negotiable and mandatory in order to obtain access to such product or service, will Canada consider any contract terms and conditions from the owner/licensor of the software providers, “as a service” providers, algorithm owners, and cloud service providers?*

A54: *As per article 1.3.3, (c), this Contract contains the only terms between the parties with respect to the REP Software Solution. Canada will not consider terms and condition from 3rd parties or flow through terms and conditions.*

Q55: *Would Canada be willing to consider contract terms that protect a supplier’s pre-existing intellectual property and any enhancements, modifications, and improvements made to it, however made?*

A56: Article 17 of the published RFP says “The Contractor will retains all right in and to the REP Software Solution”.

Q57: *Would Canada be willing to consider contract terms that all derivatives and cognitive insights arising from the use of REP Software Solution, and any other product, service or intellectual property, provided by the supplier, either by Canada or the supplier in performing the Work, will be owned by the supplier and a broad license provided to Canada?*

A57: Canada will not consider changes to the published contract terms. The Contractor will retain the intellectual property rights and Canada will retain rights to Canada’s Data as defined in the RFP.

Q58: *Given the contract terms and conditions in the contract, is Canada ultimately seeking a solution that will be exclusively original content custom built for Canada, and not hosted by a cloud service provider, but rather hosted by the supplier on a server purchased only for the Government of Canada’s use?*

A58: Canada has a requirement for an interactive hosted cloud-based regulatory evaluation platform (REP) that enables users in federal departments and agencies to explore and analyse large amounts of structured and unstructured regulatory data. The Contractor may host the REP solution themselves or sub-contract the cloud hosting to a 3rd party cloud provider

Q59: *We respectfully request a two week extension to the due date.*

A59: See response to Q49.

A60: While submitting response for stage II, are we required to submit costing for future stages (Stage III)

R60: Bidders are required to provide pricing for Stage III when submitting their bid response.

There are no other changes to this solicitation.