



**Questions and Answers #2 – CIC-152202**

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| <b>Question 1:</b> | TBS and CSPS have deemed [name redacted] and the Learning Management System for the federal government. That service can either be either hosted in-house or Cloud based. Can I ask why the crown is going through this RFP process when the [name redacted] platform I thought was already a standard? |
| <b>Answer 1:</b>   | There has been no statement from TBS or CSPS that defines a vendor as the Learning Management System for the Federal Government. A standard has not been developed as of yet.   |

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| <b>Question 2:</b> | <p>Section 1.2.1 states: For the purposes of this solicitation, Bidders must meet the security requirements identified under Tier 1 – Security Requirements for SaaS but may be asked to meet the Tier 2 – Security Requirements for SaaS following contract award.</p> <p>The SCRL (Security Requirement Checklist, P.54) very clearly shows only Protected A boxes checked. With that said, there is Appendix M which illustrates the requirements needed for Tier 2 at Protected B.</p> <p>Does Appendix M need to be met for the response of this RFP or is it here for reference only?</p> |
| <b>Answer 2:</b>   | Bidders are required to meet the security requirements as specified in the SRCL as well as Appendix M – Tier 1 Security Requirements included within the RFP document. Appendix M – Tier 2 Security Requirement was included as an attachment for reference.  |

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| <b>Question 3:</b> | <p>Section 1.2.1 states: For the purposes of this solicitation, Bidders must meet the security requirements identified under Tier 1 – Security Requirements for SaaS but may be asked to meet the Tier 2 – Security Requirements for SaaS following contract award.</p> <p>The SCRL (Security Requirement Checklist, P.54) very clearly shows only Protected A boxes checked. With that said, there is Appendix M which illustrates the requirements needed for Tier 2 at Protected B.</p> <p>If Protected B is not required for the initial project, what would the potential “triggers” be or timeframes in future to move from Protected A to Protected B status?</p> |
| <b>Answer 3:</b>   | The Contractor must demonstrate compliance with the security requirements selected in the GC Security Control Profile for Cloud-Based GC-IT Services for Protected B, Medium Integrity and Medium Availability (PBMM) within the initial contract period. The “trigger” will be the end of the initial contract period. IRCC would require the vendor to be assessed at the Protected B level by the Canadian Center for Cyber   |



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|  | Security (CCCS) before the first option period is exercised. Refer to Amendment 001 of RFP CIC-152202. |
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| <b>Question 4:</b> | <p>Section 1.2.1 states: For the purposes of this solicitation, Bidders must meet the security requirements identified under Tier 1 – Security Requirements for SaaS but may be asked to meet the Tier 2 – Security Requirements for SaaS following contract award.</p> <p>The SCRL (Security Requirement Checklist, P.54) very clearly shows only Protected A boxes checked. With that said, there is Appendix M which illustrates the requirements needed for Tier 2 at Protected B.</p> <p>How is the vendor to identify pricing differentials between a Protected A solution and a Protected B solution? Should the vendor provide two pricing charts?</p> |
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| <b>Answer 4:</b> | Only one pricing chart should be submitted with a bid. All rates must be all inclusive of any expenditures required to fulfill the contract. |
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| <b>Question 5:</b> | Part 3, Bid Preparation Instructions, Section 1: Technical Bid requires responses to both Appendix M and Appendix G. Are responses to both Appendices required? |
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| <b>Answer 5:</b> | Yes. The technical bid must include a substantiation of compliance with Appendix M – Tier 1 – Security Requirements for SaaS and compliance with Appendix G – Security and Privacy Obligations. |
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| <b>Question 6:</b> | Section 1.2.7, Accessibility states: Considering accessibility criteria and features is obligatory with this requirement. For additional information consult the Treasury Board Contracting Policy. Is this asking for written assurance that the vendor meets the accessibility requirements per the Treasury Board Contracting Policy or is this assumed with a bid submission and does not require a written response beyond what is required in 'Annex A to Appendix D Statement of LMS Requirements' in Section 11.0 Accessibility? |
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| <b>Answer 6:</b> | IRCC does not require a formal written response beyond what is required in Annex A to Appendix D Statement of LMS Requirements. |
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| <b>Question 7:</b> | APPENDIX N, PERIODIC USAGE REPORT indicates it is attached. C2.3 requires: The Contractor must provide this data in accordance with the reporting requirements detailed in Appendix N. Can you please provide Appendix N? |
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| <b>Answer 7:</b> | Appendix N is available for download as an attachment to the solicitation on BuyandSell.gc.ca. |
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| <b>Question 8:</b> | <p>As per the pricing table found within the bid (page 49/117), the RFP suggests pricing based on 12,000 users. Page 40 of 117 (D4.2 c) suggests that the solution should <i>scale to at least 25,000 users</i> and in section 4.3 and B5.3 <i>that the number of users may be decreased</i> and Appendix E, 3. <i>The volumetric data included is provided for bid evaluation price determination purposes only. They are not to be used as a contract guarantee.</i></p> <p>Would IRCC consider amending the pricing <b>Table 1</b> to reflect the table entirely to introduce an option for vendors to introduce minimum volume tiers to the pricing? (multiple lines for T1.2 based on volume tier). Or does <b>Table 5</b> provide such option to show tiers?</p> |
| <b>Answer 8:</b>   | IRCC will not be amending Appendix E to allow for tier pricing. A per user price is required in both Table 1 and Table 5.  |

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| <b>Question 9:</b> | <p>As per the pricing table found within the bid (page 49/117), the RFP suggests pricing based on 12,000 users. Page 40 of 117 (D4.2 c) suggests that the solution should <i>scale to at least 25,000 users</i> and in section 4.3 and B5.3 <i>that the number of users may be decreased</i> and Appendix E, 3. <i>The volumetric data included is provided for bid evaluation price determination purposes only. They are not to be used as a contract guarantee.</i></p> <p>Will IRCC consider the volume tier as shown in T1.2 in Table 1 the minimum contract guarantee?</p> |
| <b>Answer 9:</b>   | The volumetric data included is provided for bid evaluation price determination purposes only and are not to be used as a contract guarantee.  |

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| <b>Question 10:</b> | <p>As per the pricing table found within the bid (page 49/117), the RFP suggests pricing based on 12,000 users. Page 40 of 117 (D4.2 c) suggests that the solution should <i>scale to at least 25,000 users</i> and in section 4.3 and B5.3 <i>that the number of users may be decreased</i> and Appendix E, 3. <i>The volumetric data included is provided for bid evaluation price determination purposes only. They are not to be used as a contract guarantee.</i></p> <p>May the vendor provide an explanatory narrative to the pricing table?</p> |
| <b>Answer 10:</b>   | Bidders must provide in their financial bid a price breakdown as detailed in Appendix E, Basis of Payment.  |



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| <b>Question 11:</b> | <p>4.1.(d).a: Canada reserves the right to reject any SaaS Solution proposed by a Bidder and enter into negotiation related to any prices under Appendix E, Basis of Payment.</p> <p>In what scenario would Canada reject the SaaS Solution by a Bidder while continuing to proceed with pricing as listed in Appendix E, Basis of Payment from the same Bidder?</p> |
| <b>Answer 11:</b>   | <p>Negotiations could be entered in the scenario that only one compliant bid is received. Refer to Amendment 001 of RFP CIC-152202</p>   |

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| <b>Question 12:</b> | <p>Does IRCC intend to have a “source of truth” authentication system in front of the LMS? (such as an HRIS) If yes, what is the name of that authentication system?</p> |
| <b>Answer 12:</b>   | <p>No. IRCC does not intend to have a “source of truth” authentication system in front of the LMS.</p>   |

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| <b>Question 13:</b> | <p>Will user information from the HRIS be modified in any way before it reaches the LMS to protect the identity of the individual entering the LMS?</p> |
| <b>Answer 13:</b>   | <p>No. The LMS will not receive data from an HRIS.</p>  |

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| <b>Question 14:</b> | <p>Will IRCC expect to provide access to the LMS for non-IRCC employees? General public, etc.? If yes, please explain.</p> |
| <b>Answer 14:</b>   | <p>No. Access to the LMS will be provided to IRCC employees.</p>   |

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| <b>Question 15:</b> | <p>In Part 3, article 3.3.(b) viii, “Bidders may provide a web site URL containing information on the SaaS Solution. “ This statement conflicts with the requirements to not include URLs in the bid. Please confirm if URLs are allowed anywhere in the bid or if the URLs are allowed only in the Financial Bid section.</p>  |
| <b>Answer 15:</b>   | <p>When submitting the Technical Documentation to support the Bidder’s response to each requirement identified in Annex A to Appendix D, URLs or links to websites are not acceptable. (Refer to Part 3, article 3.2 (c)v.).</p> <p>When submitting a response to the other requirements identified in the solicitation, Bidders may include URLs as indicated in the respective sections. See Amendment 001 to RFP CIC-152202.</p> |



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| <b>Question 16:</b> | C8. Subcontracts. The Bidder intends to be the front line of all subcontracts (and therefore subcontractors) of the Solution. Please confirm when C8 would be in effect (whereby subcontractors' invoices (at cost) would go directly to IRCC for payment). |
| <b>Answer 16:</b>   | There is no scenario in which C8. Subcontracts would apply. Refer to Amendment 001 to RFP CIC-152202.   |

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| <b>Question 17:</b> | D4.2.a – re: “platform and device-agnostic,.. without the need for any additional software” installation. The Solution requires the most up to date browsers to be installed on each device using the Solution. What browsers does IRCC use currently? |
| <b>Answer 17:</b>   | IRCC uses Internet Explorer 11 and the latest Chrome browser.  |

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| <b>Question 18:</b> | D5.1 c.i.2 – Data Migration – please explain the existing learning system used by IRCC and the expectations of what data is to be migrated into the new LMS. |
| <b>Answer 18:</b>   | IRCC will be batch importing data through the use of the LMS' own import tools/capacity. There is no interoperability requirement for data migration.        |

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| <b>Question 19:</b> | D5.1 c.ii.1 – Please confirm your expectations for live vs online training for the following LMS roles<br>a. Administrators<br>b. Instructors<br>c. Learners |
| <b>Answer 19:</b>   | Instructor-led moderated training is required for the LMS System Administrators only. Non-moderated, asynchronous training is required for all other roles.  |

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| <b>Question 20:</b> | Re: Table 2 - Definition of a Day/Proration: 1. <i>All proposed personnel must be available to work outside of normal office hours during the duration of the Contract.</i><br><br>Please confirm the scenarios at which the Bidder would need to provide professional services resources outside of 8am-5pm ET Monday - Friday. |
| <b>Answer 20:</b>   | Some services may be required across the country, and in rare instances, abroad (virtual). Personnel may be asked to provide the necessary services to accommodate local time zones.   |



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| <b>Question 21:</b> | If the Bidder does not have the required clearances at time of bid submission, will IRCC sponsor the Bidder to obtain such clearance?                                      |
| <b>Answer 21:</b>   | As indicated in Part 6, 6.1.1, The Security Requirements of the contract must be met before award of the contract. IRCC will not sponsor Bidders to obtain such clearance. |

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| <b>Question 22:</b> | Re: Data Isolation 8.a.ii.: The separation of customer resources in multi-tenant environments in order to prevent one malicious or compromised consumer from affecting the service or data of another;<br><br>If a crypto key is used in order to separate IRCC's data from other tenants, would IRCC accept co-mingling IRCC data with other departments within the GoC that are also at Protected B using the same cryptographic key? |
| <b>Answer 22:</b>   | No, IRCC will not accept co-mingling data.  |

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| <b>Question 23:</b> | You have provided a table of delivery dates but there are no actual dates associated with this table. Does IRCC have a desired go-live date?   |
| <b>Answer 23:</b>   | IRCC requires Data and content integration to be delivered at 10 weeks following contract award. Closure of the project plan is expected at 20 weeks following contract award. Refer to Amendment 001 to RFP CIC-152202. |

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| <b>Question 24:</b> | D.7 Official Languages: You have indicated that the Solution must be available and fully functional in both of Canada's official languages (English and French). All required documentation and support must also be available and provided upon request in both of Canada's official languages (English and French). Can IRCC confirm that this includes the provision of Administrator support in French? |
| <b>Answer 24:</b>   | Yes. All required documentation and support must be available and provided upon request in both English and French.   |

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| <b>Question 25:</b> | Regarding solicitation no. CIC-152202, "Cloud based Enterprise Learning Management System (LMS) for department wide use at Immigration, Refugees and Citizenship Canada", in the main RFP document,<br><br>PART 7 - RESULTING CONTRACT CLAUSES,<br>APPENDIX A, GENERAL TERMS AND CONDITIONS |
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|                   | <p>A3. General Conditions<br/>A3.1 General Conditions <a href="#">CIC-SI-001 (2016-05-26)</a> Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.</p> <p>The link provided does not lead to the correct document.<br/>Can you provide the correct link so that we might review it?</p>  |
| <b>Answer 25:</b> | <p>The link to <i>CIC-SI-001 (2016-05-26) Standard Instructions – Goods or Services Competitive Requirements</i>, can be found at the below address:</p> <p><a href="https://www.canada.ca/en/immigration-refugees-citizenship/corporate/transparency/contract-terms-conditions/standard-instructions-goods-services-competitive-requirements-001-2016-05-26.html">https://www.canada.ca/en/immigration-refugees-citizenship/corporate/transparency/contract-terms-conditions/standard-instructions-goods-services-competitive-requirements-001-2016-05-26.html</a></p> <p>It is also referenced in <b>Part 2 – Bidder Instructions, Section 2.1 – Standard Instructions, Clauses and Conditions</b> within the Request for Proposal.</p> <p>The link to <i>CIC-GC-001 (2020-12-02) General Terms and Conditions – Medium/High Complexity Goods and Services Contracts</i> can be found at the below address:</p> <p><a href="https://www.canada.ca/en/immigration-refugees-citizenship/corporate/transparency/contract-terms-conditions/general-terms-conditions-medium-high-complexity-goods-services-contracts-2020-12-02.html">https://www.canada.ca/en/immigration-refugees-citizenship/corporate/transparency/contract-terms-conditions/general-terms-conditions-medium-high-complexity-goods-services-contracts-2020-12-02.html</a></p> <p>It is also referenced in <b>Part 7 – Resulting Contract Clauses – Appendix A, General Terms and Conditions, section A3.1</b> within the Request for Proposal</p> |

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| <b>Question 26:</b> | <p><b>Section B.21 Liability:</b> The proposed Resulting Contract Clauses included in Part 7 of the RFP contain no clause limiting the Contractor’s liability for damages. A standard limitation of liability clause developed primarily by PWGSC is contained in contracts for IM/IT procurements. This limitation of liability clause reflects for the most part, a commercially reasonable allocation of risk between Canada and the Contractor in keeping with Treasury Board policy regarding Contractor liability in Crown procurements. Since this RFP describes an IM/IT procurement, we request that IRCC inserts the IM/IT limitation of liability SACC clause N0000C into the Articles of Agreement of the Contract which is available at the following web link: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/N/N0000C/4">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/N/N0000C/4</a></p> |
| <b>Answer 26:</b>   | <p>IRCC will not be including a limitation of liability clause within the RFP.</p>   |

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| <b>Question 27:</b> | <p><b>B19.5 Price Certification - B19.6 Discretionary Audit and B3 - SACC Manual Clauses - C0705C 2010-01-11 - Discretionary Audit:</b> A competitive RFP process that results in a comparison of rates proposed by more than one Bidder is the most fair, efficient, and effective means of determining the lowest price and best value to Canada, as the Bidder has to bid against competitors. Current policy in the Canadian Government for competitive RFPs indicates that clauses, such as the Price Certification and related Discretionary Audit provisions, apply only to non-competitive procurement process for goods and services over \$50,000. In this case, the RFP is</p> |
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|                   | <p>competitive and has an evaluation methodology that establishes a competitive financial outcome.</p> <p>Canada is already protected by Section 14 Price Justification of the CIC-SI-001 (2016-05-26) Standard Instructions – Goods or Services - Competitive Requirements that governs the bid response. Therefore the price protection clause should not have been included in the Articles of Agreement. Given that this is a competitive process, inclusion of the Price Certification and Discretionary Audit clauses is inconsistent with the practice agreed to between Canada and Technation (previously known as ITAC) representing the IT community.</p> <p>As a result, the Price Certification and the related Discretionary clauses should not be required. Please remove Sections B19.5 Price Certification - B19.6 Discretionary Audit and B3 - SACC Manual Clauses - C0705C 2010-01-11 - Discretionary Audit from this RFP.</p> |
| <b>Answer 27:</b> | <p>Articles B19.5 and B19.6 will remain.</p> <p>SACC Manual Clauses C0705C has been removed from the solicitation. Refer to Amendment 001 to RFP CIC-152202.</p>   |