



RETURN BIDS TO:

IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca

Attn: Jodie Thomas

FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on canadabuys.canada.ca/en/tender-opportunities will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

REQUEST FOR PROPOSAL

Proposal To: Citizenship and Immigration Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Instructions : See Herein

Instructions: Voir aux présentes

**Issuing Office – Bureau de distribution
Citizenship and Immigration Canada
Procurement and Contracting Services
70 Crémazie
Gatineau, Québec K1A 1L1**

Title – Sujet	
Cloud based Enterprise Learning Management System (LMS) for department wide use at Immigration, Refugees and Citizenship Canada	
Solicitation No. – N° de l'invitation	Date
CIC-152202 - B	December 16 2022
Amendment Number :	
005	
Solicitation Closes – L'invitation prend fin at – à	Time Zone Fuseau horaire
2:00 PM	EST
on – December 21 2022	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address Inquiries to: - Adresser toutes questions à :	
IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca	
Telephone No. – N° de téléphone :	
343-553-7603	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Amendment 005 to CIC-152202-B

Amendment 005 is raised to do the following:

1. Modify the General Terms and Conditions
 2. Modify the Supplementary Terms and Conditions
 3. Modify the Statement of Work
1. Within **Appendix A, General Terms and Conditions**, article A3. General Conditions, A3.1 General Conditions [CIC-GC-001 \(2020-12-02\)](#), Med/High Complexity Goods and Services Contract:
 - a. **DELETE A10 Time of the Essence** in its entirety and **REPLACE** with:

A10 Time of the Essence
It is essential that the provision of the SaaS portal environment in accordance with section D5.3 Delivery dates be performed within or at the time stated in the Contract.
 - b. **DELETE A31 Default by the Contractor**, subsection 1 in its entirety and **REPLACE** with:

If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority must, by giving written notice, grant the Contractor a cure period to remedy the default that can be cured. If the Contractor has not cured the default to the satisfaction of the Contracting Authority within the cure period, the Contracting Authority will, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately.
 - c. **DELETE A31 Default by the Contractor**, subsections 3 and 5 in their entirety;
 2. Within **Appendix B Supplemental Terms and Conditions**:
 - a. **DELETE** article *B2. CIC Clauses* in its entirety.
 - b. **DELETE** article *B6 Termination for Convenience* subsection (c) a. in its entirety and **REPLACE** with:
 - a. **Work.** Canada will pay the Contractor reasonable costs incidental to the termination of Work incurred by the Contractor, specifically excluding costs related to severance of employees, unless the Contractor establishes those costs arise from statutory obligations. Should the contract be terminated within the first year of the contract period, the full year the termination is requested shall be paid in full at 150% of quoted rate.
 - c. **DELETE** article *B13.5 Downgrade* in its entirety and **REPLACE** with;

B13.5 Downgrade. If the Contractor is unable to provide the Services with no less favourable features and functionality, the Contractor will provide written Notice to Canada identifying the circumstance, and alternative options, specifically including a reduction in pricing. If no proposed alternative option is acceptable to Canada, the Contractor agrees to consent to a termination of the Contract. The Contractor agrees to immediately repay the portion of any advance payment for the Services that is unliquidated at the date of the termination to Canada.
 - d. **DELETE** article *B14.1 Solution Services*, article (g) *Restricted Usage Rights*, in its entirety and **REPLACE** with;

Restricted Usage Rights. Canada acknowledges that in providing the Services, the Contractor is not delivering ownership rights to any software product, component of the Solution or infrastructure used by the Contractor to provide the Services, except as expressly provided in a Task Authorization. Canada will not knowingly:

 - a. distribute, license, loan, or sell the Solution;



- b. impair or circumvent the Solution’s security mechanisms; or
- c. remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Solution.
- d. use or deploy the Solution in violation of applicable laws or this Agreement;
- e. store, process, publish or transmit any threatening, infringing or offensive material, or material that constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of any party’s privacy, intellectual property or other rights; or
- f. reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Solution or any part thereof (except to the extent that such restriction is not permitted under applicable law) or perform penetration tests on the Solution

- e. **DELETE** article *B14.1 Solution Services*, article *(j) Commercial SaaS Offering*, in its entirety and **REPLACE** with;

Commercial SaaS Offering. Canada acknowledges that it will accept the Contractor’s commercial SaaS offering, and states that, unless explicitly identified as Work or Services to be delivered under this Contract, Canada does not require custom development, alternative services, service levels, functionalities or features. The terms associated with the Contractor’s commercial SaaS offering are set out in Appendix J.

3. Within **Appendix D Statement of Work**:

- a. **DELETE** section *D5.3 Delivery Dates* in its entirety and **REPLACE** with:

D 5.3 Delivery Dates

The following table provides estimated delivery dates for some of the key activities related to the set-up configuration, testing, and hand-off the LMS solution to IRCC. Specific timelines will be developed and agreed upon by IRCC and the Contractor following award of contract.

Deliverable	Description	Estimated Delivery Date
Kick Off Meeting	Comprehensive Project Plan; Communication Plan;	1 week following contract award
Provisioning of the SaaS Solution (Portal)	Access to the un-configured, ready to use standard LMS portal	3 weeks following contract award
Planning and Design	Technical Infrastructure Design and Implementation Plan; Training Plan; Requirements Validation Document; System Design Blueprint	6 weeks following kick off meeting
Data and Content integration	Testing Plan(s); Risk Management/ Mitigation plan	10 weeks following contract award
Quality Assurance, Testing and Training	Quality Assurance and Testing Reports; Submission of Complete User System Manual	12 weeks following contract award
Implementation & Support	Support Plan	12 weeks from contract award
Hand-off	IRCC Autonomy	14 weeks from contract award
Acceptance and Close-out & ongoing support	Project Closeout Plan; Implementation Plan; Change Management Plan;	20 weeks from contract award

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED