

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
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
Information Management/Information Technology -
IM/IT/Gestion de l'Information -Technologie de
l'Information-GI/TI
11 Laurier St. / 11, rue Laurier
12C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

Title - Sujet DRMIS PROF SVCS FOLLOW-ON SUPPORT		
Solicitation No. - N° de l'invitation W8474-126279/D		Amendment No. - N° modif. 014
Client Reference No. - N° de référence du client W8474-126279		Date 2014-08-13
GETS Reference No. - N° de référence de SEAG PW-\$\$XQ-008-27724		
File No. - N° de dossier 008xq.W8474-126279	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-26		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: Hradecky, Michael		Buyer Id - Id de l'acheteur 008xq
Telephone No. - N° de téléphone (819) 956-1348 ()		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

Solicitation No. - N° de l'invitation

W8474-126279/D

Amd. No. - N° de la modif.

014

Buyer ID - Id de l'acheteur

008xq

Client Ref. No. - N° de réf. du client

W8474-126279

File No. - N° du dossier

008xqW8474-126279

CCC No./N° CCC - FMS No/ N° VME

**Public Works and Government Services Canada
Request for Proposal (RFP) For
Defence Resource Management Information System (DRMIS)
and SIGMA System Support Services
Solicitation No. W8487-126279/D**

Please see attached documents.

**Public Works and Government Services Canada
Request for Proposal (RFP) For
Defence Resource Management Information System (DRMIS)
and SIGMA System Support Services
Solicitation No. W8487-126279/D**

RFP CHANGES:

This amendment is raised to:

- i. answer industry question 87 and question 88 received;
- ii. insert into Part 7 – A – Resulting Contract Clauses (DRMIS), **Article 30. Access to DND Computer Systems**, and;
- iii. provide Attachment D – **Access and Non-disclosure Agreement**.

Question 87:

Ref RFP Annex A-1, Statement of Work, DND, Section 3.3 (Page 88) has 32 resource categories.

Ref RFP Attachment A – Technical Evaluation Procedures and Criteria, 2 Corporate Technical Evaluation Criteria, B. Corporate Mandatory Technical Criteria C.M5 and C. Corporate Point-rated Technical Criteria C.R5 (C.M5 on page 182; C.R5 on page 185) lists 22 resource categories for evaluation of billable days.

Question 87 a):

We understand that **Appendix A to Attachment A Project Reference Response** would be considered as a complete response by Canada for C.M5 and C.R5 if at least of 16 of the 22 categories are addressed. To be considered as a complete response by Canada for all mandatory and point rated criteria, are bidders required to address (in Appendix A to Attachment A) all 32 categories (or at least those that were utilized on the reference contract) which would include the 10 categories that are not listed in C.M5 and C.R5?

Answer 87 a):

No, bidders are only required to provide details on any of the 16 categories from the 22 categories listed in C.M5.

Question 87 b):

If so, which of the evaluation criteria will apply to the other 10 resource categories?

Answer 87 b):

Not applicable.

Question 87 c):

If bidders are required to respond to the other 10 categories, would Canada confirm that we do not need to include a) billable day counts, b) months of experience and c) mapping to the Annex A-1 tasks for these 10 categories since they are not evaluated for billable days?

Answer 87 c):

Not applicable.

Question 88:

Ref RFP Part 3 – Bid preparation Instructions; Section I: Technical Bid; Section 1.2; Paragraph 2 (page 11), states in part *“The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.”*

Ref RFP Annex A-1, Statement of Work, DND, Section 3.3 (Pages 88 to 99) has 32 resource categories, each of which has a number of services to be delivered, defined by sub sections a., b., c., etc.

Ref RFP Attachment A – Technical Evaluation Procedures and Criteria, 2 Corporate Technical Evaluation Criteria, A. General requires bidders to complete Appendix A to Attachment A to substantiate corporate performance.

We know from experience that generally every implementation and steady state in-service support does essentially the same tasks to deliver the solution or ongoing support. While we recognize the requirement that *“Simply repeating the statement contained in the bid solicitation is not sufficient.”* is generally a good discriminator, in this case the tasks for each category are described in great detail in the RFP (pgs 88 to 99), the technology is specifically identified as SAP, the use of conventional systems development and the conventional steady state support tasks is defined, so there is little latitude to deviate from the industry standard way of doing things. Accordingly, we see little value in re-stating the resource category tasks in different words to substantiate corporate performance. Would Canada accept the bidder identifying which of the a., b., c., etc. tasks (for each category) were done by the collection of the resources in the

category as an acceptable response? If accepted by Canada, this would save a lot of the bidders' time rewording what are generic tasks, and a lot of the evaluators' time doing the mapping to arrive at determining that at least 50% of the tasks had been accomplished in the corporate reference project.

Answer 88:

It is not acceptable to Canada to re-iterate the high-level tasks listed in the SOW as part of the bidder's response. Bidders are requested to further demonstrate the work delivered by the resources by providing sufficient details for the specific work performed. It is expected that a project/work synopsis is provided as part of the bidder's response which include details on the work activities performed.

INSERT

PART 7 – A – RESULTING CONTRACT CLAUSES (DRMIS)

30. Access to DND Computer Systems

- (a) For purposes of carrying out its work under the Contract, the Contractor and its personnel as required, whether as employee, subcontractor, agent, or otherwise, must be given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS), also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS). The Contractor agrees that it and its personnel will restrict their use of and access to only the DRMIS data and associated data tables which are required to carry out the work under the Contract, and which reside in the DRMIS modules listed in Annex H-1. The Contractor also agrees that neither it nor any of its personnel will access any information or data from DRMIS that is not specifically required to perform the work under the Contract nor use or disclose any such information or data for any purpose whatsoever. The Contractor agrees that it will by contract subject its subcontractors at any tier and agents who have access to DRMIS to the same obligation and restriction before any of them is permitted to access the DRMIS system.
- (b) The Contractor must require every individual personnel performing Work pursuant to the Contract and who will be given access to DRMIS to sign the Access and Non-Disclosure Agreement attached at Attachment D. The Contractor must deliver each such Access and Non-Disclosure Agreement to the Technical Authority before the individual personnel is permitted to access DRMIS.
- (c) The Contractor agrees to notify the Contracting Authority immediately when the Contractor becomes aware of any actual or potential breach of this Article 30 or of an Access and Non-

Disclosure Agreement, including the name or names of the persons who have committed or have planned to commit a breach and all information that the Contractor is reasonably able to obtain as to the nature of the breach and the data in DRMIS that was accessed in breach of the Contract or the Agreement. The Contractor must immediately transmit to the Contracting Authority any notice it receives from a subcontractor at any tier of any breach or potential breach.

- (d) The Contractor agrees that where it becomes aware that any of its personnel or the personnel of any subcontractor at any tier have breached this Article 30 (or the equivalent in a subcontract at any tier) or an Access and Non-Disclosure Agreement, or have been given access to DRMIS without having been required to sign the Access and Non-disclosure Agreement, and unless Canada determines that no advantage to a bidder in a procurement could have resulted from the breach, the Contractor must, for a period of two (2) years commencing on the date of the last possibility of access to DRMIS by that person, not use the services of or information from that person in preparing, participating in, or advising on any bid in a competitive procurement by Canada in which unauthorized access to DRMIS could provide an advantage to a bidder. The restriction in the preceding sentence applies as well to any bid of a subcontractor at any tier whose personnel is responsible for the breach, or to any bid in which the subcontractor at any tier, as applicable, is a participant, subcontractor or provides advice or assistance to a bidder. The Contractor agrees that Canada may, in a call for tenders or Request for Proposal for any such competitive procurement, provide that all bidders must certify that they have not, in the preparation of a bid, used the services of or information from a person who has committed a breach referred to in this paragraph whose name will be listed in the tender call or Request for Proposal documents.
- (e) The Contractor agrees that if Canada receives or discovers credible evidence, in the sole opinion of Canada, of a breach of this Article 30 or of an Access and Non-Disclosure Agreement, or such evidence sufficient to create a reasonable apprehension of such a breach that, in Canada's sole opinion, if known would present a significant risk of a successful legal challenge to a competitive procurement, Canada will have sufficient grounds for disqualification of any bid of the Contractor or in which the Contractor is a participant, subcontractor or advisor, or if a contract has already been awarded to the bidder of such a bid, Canada will have sufficient grounds to terminate that contract for default. The Contractor will ensure that all subcontractors at any tier are aware of and bound by this provision and Article 30 (f) in relation to procurement by Canada or a contract awarded by Canada.
- (f) The remedies in Article 30 (e) are not applicable to a breach described in Article 30(d) by personnel unless the conditions of Article 30 (e) are met, and either:
 - (i) the breach was directed, requested or condoned by the Contractor's or subcontractor's management or supervisor of the personnel, as applicable, or;
 - (ii) the Contractor or subcontractor, as applicable, has used or contributed in a bid information obtained as a result of such a breach, or has otherwise benefitted from the breach.

- (g) Canada has the right to monitor and record all activities associated with the use of DND computer systems.
- (h) Canada may, on written notice to the Contractor at least five (5) days before the effective date of the change, unilaterally make changes to Annex H-1. Prior to the effective date of the change, the Contractor must deliver a copy of the revised Annex H-1 to its subcontractors at any tier who have access to DRMIS, and to its personnel who have access to DRMIS. On the effective date identified in the notice from Canada, regardless of whether the Contractor delivers a copy of the revised Appendix to the affected parties, the revised Annex H-1 will come into effect for purposes of this article 30 and all affected subcontracts and all Access and Non-Disclosure Agreements.

INSERT:

LIST OF ATTACHMENTS:

ATTACHMENT D – ACCESS AND NON-DISCLOSURE AGREEMENT

ATTACHMENT D

ACCESS AND NON-DISCLOSURE AGREEMENT

DEPARTMENT OF NATIONAL DEFENCE

**REQUEST FOR PROPOSAL
W8474-126279**

**DEFENCE RESOURCE MANAGEMENT
INFORMATION SYSTEM (DRMIS)
SUPPORT SERVICES**

Access and Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____ I may be given access to information provided by or on behalf of Canada in connection with the work pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____ (“Prime Contractor”), including information that may be confidential or proprietary to third parties, and information conceived, developed or produced as part of the work under the contract. For the purposes of this agreement, information includes but is not limited to: any documents, specifications, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that if I have been given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS), also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS), I will restrict my use of and access to the system only to the DRMIS data and associated data tables which are required to carry out the work under the contract, and which reside in the DRMIS modules listed in Annex H-1 to this agreement. I agree that I will not access any information or data from DRMIS that is not specifically required to perform the work under the contract.

I agree that changes to Annex H-1 may be made unilaterally by Canada and that the changes shall be effective on the date determined by Canada provided that notice of the changes has been provided to the prime contractor _____ at least five (5) days prior to the effective date.

I acknowledge that Canada has the right to monitor and record all activities associated with the use of DND computer systems.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above or any information from the DRMIS system to any person other than a person employed by my employer or Canada who has a need to know for purposes of carrying out the work under the contract. I undertake to safeguard the same and take all necessary and appropriate measures required by my employer, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I agree that any information provided to my employer by or on behalf of Canada must be used solely for the purpose of the work under the contract and will remain the property of Canada or a third party, as the case may be.

In addition to any remedies against me at law, I have been advised by my employer that, if it is demonstrated that I have breached this agreement, I may be prevented for a period of time from working on any bid in certain future competitive procurements by Canada.

I agree that the obligations of this agreement will survive the completion of the Contract
Serial No.: _____

Signature

Date

ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN UNCHANGED.