

**FOR THE PROVISION OF PROFESSIONAL SERVICES FOR
THE DEFENCE RESOURCE MANAGEMENT INFORMATION SYSTEM (DRMIS)
FOR THE DEPARTMENT OF NATIONAL DEFENCE AND
FOR THE SIGMA SYSTEM FOR THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT
SERVICES CANADA**

**SOLICITATION NO. W8474-126279/F
AMENDMENT 001**

This amendment contains the following sections:

1. Questions and Answers (Set 1)
2. Modifications to Solicitation

Section 1: Questions and Answers (Set 1)

Note: Questions are numerically sequenced upon arrival at PWGSC. A question and its answer will be provided via BuyandSell as the response becomes available. Potential bidders are therefore advised that questions and answers may be issued via BuyandSell out of sequence. The following questions have been received. In accordance with Article 13 under 2003 Standard Instructions - Goods or Services - Competitive Requirements (2015-07-03), which has been incorporated into the RFP in accordance with Article 2.1 of Part 2 of the RFP, the questions and corresponding answers are provided to all potential bidders as set out below:

- Q1. With respect to “Most Favoured Customer” Provisions, a competitive qualification process such as this RFP which requires respondents to assess their pricing for competitive advantage purposes militates against the need for the inclusion of an MFC provision. In this case, as respondents determine their response, market-driven forces will ultimately come to guide pricing. The crown will have the opportunity to assess those responses and qualify respondents accordingly. For these reasons, Crown procurements have moved away from including MFC requirements. Given (i) that inclusion of an MFC clause is more appropriate for non-competitive solicitations where market-driven pressures on pricing are not necessarily present. Will the crown agree to delete clause and retain a market-driven competitive pricing procurement in this solicitation?

Related Section in our DRMIS RFP

Page 57 (e) **Discretionary Audit - Commercial Goods and/or Services**

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

A1. Canada has reviewed the request. This clause is included in the event one responsive bid is received. No change to the clause or solicitation as a result.

Q2. Annex H-1 Page 127 and H-2 Page 128 - NDA to be signed by individual employees.

This language and the terms of the NDA require that each individual working with the DRMIS and SIGMA systems sign the NDA and could become personally liable in the event of any breach. We believe that the Crown should have privity of contract with the bidder, not the individual members of the bidder. Our company, within its employment terms, has existing non-disclosure agreements with all of its employees and we submit it is our company and not the Crown that should enforce these obligations vis a vis its employees. For this reason, our company has a policy that employees may not sign individual NDA's with clients except in exceptional circumstances, and we do not believe that these circumstances apply here.

A2. The NDA is required for each individual due to individual access granted to systems and the sensitivity of data contained within, in order to complete required work. This is standard protocol currently in place. No changes will be made to the NDA.

Q3. We respectfully request that the closing date be extended to February 29, 2016 given that the RFP has been released during the busy December holiday season. A significant amount of time is needed to identify the twelve different and distinct contracts necessary to qualify. Additionally, it will be extremely challenging to reach the individual twelve client references for consent before the current closing date, given the time of year.

A3. Canada has reviewed the request. No change to the bid closing date.

Q4. Due to the upcoming holiday period and depth of the bid requirements, would the Crown consider extending the due date of the RFP to February 5th, 2016? This will allow bidders more time to prepare quality proposals that meet the specific requirements of the RFP.

A4. Please see response at A3.

Section 2: Modifications to Solicitation:

1. DELETE: Request For Proposal Part 1 to Part 8.
INSERT: Request For Proposal Part 1 to Part 8 revision 001, changes to the RFP are highlighted in yellow, attached.

2. DELETE: Annex E-2 Minimum Qualifications For Resource Assessment at Task Authorization – SIGMA for PWGSC.
INSERT: Annex E-2 Minimum Qualifications For Resource Assessment at Task Authorization – SIGMA for PWGSC revision 001 attached.

3. DELETE: Annex G-2 List of SAP Modules – SIGMA for PWGSC.
INSERT: Annex G-2 List of SAP Modules – SIGMA for PWGSC revision 001 attached.

4. DELETE: Appendix A to Attachment A – Contract Description Response Template attached.

INSERT: Appendix A to Attachment A – Contract Description Response Template revision
001attached.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED