



National Defence
National Defence Headquarters
Ottawa, Ontario
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Défense nationale
Quartier général de la Défense nationale
Ottawa (Ontario)
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**REQUEST FOR INFORMATION /
DEMANDE DE RENSEIGNEMENTS**

**RETURN RESPONSES TO /
RETOURNER LES RÉPONSES À:**

Attn:
Brittani Real
D Mar P 8-2
DMarP3BidSubmission-
DOMar3Soumissiondesoffres@forces.gc.ca

Title / Titre: Risk Management Software / Logiciel pour la gestion des risques		Solicitation No / No de l'invitation: W8482-230362
Date of Request for Information / Date de la Demande de renseignements 23 June/juin 2022		
Address Enquiries to – Adresser toutes questions à: Brittani Real D Mar P 8-2 DMarP3BidSubmission-DOMar3Soumissiondesoffres@forces.gc.ca		
Telephone No. / N° de téléphone: N/A		FAX No / No de fax: N/A
Destination: Specified herein		

Instructions:
See Herein.

Instructions:
Voir aux présentes

Request for Information Closes / La Demande de renseignements prend fin: At / à : 10:00 AM EDT/HAE On / le : 12 July/juillet 2022
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Delivery required / Livraison exigée: See Herein	Delivery offered / Livraison proposée: N/A
Vendor Name and Address / Raison sociale et adresse du fournisseur: Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie):	
Name / Nom: _____	Title / Titre: _____
Signature: _____	Date: _____



Request for Information

Risk Management Software Procurement W8482-230362/A

Revision 1

21 June 2022

RDIMS OTT_LSTL #6334511



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods. Disclosure notices and handling instructions originally received with the document shall continue to apply.

AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées. Les avis de divulgation et les instructions de manutention reçues originalement doivent continuer de s'appliquer.

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CHANGE RECORD

To note: the change record includes all major changes to the document but may omit minor changes such as formatting and grammatical corrections.

Rev	Section	Change Summary
1	General	Initial Revision

1 INTRODUCTION

1.1 Purpose

1.1.1 The Department of National Defense (DND) is requesting Industry feedback regarding the procurement of a risk management software, as described in the attached Statement of Work (SOW).

1.1.2 The objectives of this Request for Information (RFI) are to:

1.1.2.1 Collect information regarding the procurement of the risk management software;

1.1.2.2 Help develop a potential Request for Proposal (RFP); and

1.1.2.3 Provide industry information about this project.

1.1.3 This RFI is neither a call for tender nor an RFP. No agreement or contract will be entered into based on this RFI. The issuance of this RFI is not to be considered in any way a commitment by the Government of Canada, nor as authority to potential respondents to undertake any work that could be charged to Canada. This RFI is not to be considered as a commitment to issue a subsequent solicitation or award contract(s) for the work described herein.

1.1.4 Although the information collected may be provided as commercial-in-confidence (and, if identified as such, will be treated accordingly by Canada), Canada may use the information to assist in drafting performance specifications (which are subject to change) and for budgetary purposes.

1.1.5 Respondents are encouraged to identify, in the information they share with Canada, any information that they feel is proprietary, third party or personal information. Please note that Canada may be obligated by law (e.g. in response to a request under the Access of Information and Privacy Act) to disclose proprietary or commercially-sensitive information concerning a respondent (for more information: <http://laws-lois.justice.gc.ca/eng/acts/a-1/>).

1.1.6 Respondents are asked to identify if their response, or any part of their response, is subject to the Controlled Goods Regulations.

1.1.7 Participation in this RFI is encouraged, but is not mandatory. There will be no short-listing of potential suppliers for the purposes of undertaking any future work as a result of this RFI. Similarly, participation in this RFI is not a condition or prerequisite for the participation in any potential subsequent solicitation.

1.1.8 Respondents will not be reimbursed for any cost incurred by participating in this RFI.

1.1.9 The RFI closing date published herein is not the deadline for comments or input. Comments and input will be accepted any time up to the time when/if a follow-on solicitation is published.

1.2 Background Information

1.2.1 The Department of National Defense has developed multiple policies and directives on the management of various types of risk and opportunity items such as Project and Program risks and opportunities, Security risks, Cyber Security risks, Ammunition & Explosives risks, In-Service Naval Materiel risks, and Airworthiness risks.

1.2.2 The Director General Maritime Equipment Program Management (DGMEPM) and the Director General Air Equipment Program Management (DGAEPM) organizations currently do not have an integrated and robust tool to manage and track various hazard, risk and opportunity item types in line with the applicable policies and directives.

Risk Management Software Procurement – Request for Information

1.2.3 With the increased use of in-service contracts to support the management of projects and programs such as classes and fleets, there is a need to have a central common tool to consolidate and collaborate on the management of hazards, risks and opportunities.

1.2.4 Leveraging a cloud first strategy, the project aims at procuring and deploying a risk management software meant to address the requirements detailed in the Software Requirements Specifications at Annex B.

1.2.5 The main purpose of the risk management software is to enable DND to raise, assess, prioritize, track and manage risks and opportunities related to materiel acquisition & support.

1.2.6 The intention is for the tool to be used by key players involved at all levels in materiel acquisition and support activities. This includes members of the Assistant Deputy Minister (Materiel), members of the Royal Canadian Navy, members of the Royal Canadian Air Force and In-Service Support Contractors. Additional information on the various types of users has been provided in the Software Requirements Specifications at Annex B.

1.2.7 It is intended that this tool will be deployed in a Microsoft Azure cloud environment within the Joint Defence Cloud Program. A deployment in this target environment, combined with the Application Programming Interface (API) requirements, will allow this software to become an integrated part of the future integrated data environment that will provide a wide range of digital tools to execute materiel acquisition and support functions.

2 PROCUREMENT INFORMATION

2.1 Potential Work Scope and Constraints

2.1.1 The intended method of supply will be one (1) stand-alone contract for software and professional services. Software maintenance and support may be required for up to fifteen (15) years.

2.1.2 For the software acquisition portion of the work, Standard Acquisition Clauses and Conditions (SACC) Manual Supplemental General Conditions clause [4003 \(2010-08-16\) Licensed Software](#) may apply.

2.1.3 For the software development/modification services portion of the work, Standard Acquisition Clauses and Conditions (SACC) Manual Supplemental General Conditions clause [4002 \(2010-08-16\) Software Development or Modification Services](#) and [4007 \(2010-08-16\) Canada to Own Intellectual Property Rights in Foreground Information](#) may apply.

2.1.4 For the maintenance and support services for licensed software, Standard Acquisition Clauses and Conditions (SACC) Manual Supplemental General Conditions clause [4004 \(2013-04-25\) Maintenance and Support Services for Licensed Software](#) may apply.

2.1.5 The Contractor will be required to have a minimum security clearance at the Enhanced Reliability level and up to Secret level (for portion of the work). Additionally, the contractor might be required to hold a Facility Clearance level allowing to safeguard assets up to Protected B (for government issued computers).

2.2 Legislation, Trade Agreements, and Government Policies

2.2.1 The following is indicative of some of the legislation, trade agreements and government policies that could impact any follow-on solicitation(s):

2.2.1.1 Canadian Free Trade Agreement (CFTA) – may apply

2.2.1.2 World Trade Organization – Agreements on Government Procurement (WTO-AGP) – may apply

2.2.1.3 Defence Production Act – may apply

2.2.1.4 Industrial and Regional Benefits (IRBs) – does not apply

2.2.1.5 Defence Procurement Strategy (DPS) – does not apply

2.2.1.6 Controlled Goods Program (CGP) – does not apply

2.2.1.7 Federal Contractors Program for Employment Equity (FCP-EE) – may apply

2.2.1.8 Comprehensive Land Claims Agreement (CLCA) – does not apply

2.3 Schedule

2.3.1 In providing responses, the following schedule should be utilized as a baseline:

2.3.1.1 Request for Proposal (RFP) issued: September 2022

2.3.1.2 Contract Award: December 2022

2.4 Important Notes to Respondents

2.4.1 Interested Respondents may submit their responses to the DND Contracting Authority, identified below, via email:

Brittani Real
Team Lead, Materiel Acquisition & Support
Department of National Defense
Assistant Deputy Minister (Materiel)
Director Maritime Procurement

NDHQ 101 Colonel By Drive, Ottawa ON K1A 0K2
DMarP3BidSubmission-DOMar3Soumissiondesoffres@forces.gc.ca

2.4.2 A point of contact for the Respondent should be included in the package.

2.4.3 Changes to this RFI may occur and will be advertised on the Government Electronic Tendering System. Canada asks Respondents to visit Buyandsell.gc.ca regularly to check for changes, if any.

2.5 Closing date for the RFI

2.5.1 Responses to this RFI are to be submitted to the DND Contracting Authority identified above, on or before **Tuesday 12 July 2022**.

2.6 Attachments

2.6.1 The following attachments are provided with this Request for Information:

- 2.6.1.1 Annex A – Draft Statement of Work;
- 2.6.1.2 Annex B – Draft Software Requirements Specifications;
- 2.6.1.3 Annex C – Draft Financial Proposal;
- 2.6.1.4 Annex D – Limitation of Liability clause; and
- 2.6.1.5 Annex E – Questions for Industry.

ANNEX A – DRAFT STATEMENT OF WORK

(Provided separately)

ANNEX B – DRAFT SOFTWARE REQUIREMENTS SPECIFICATIONS

(Provided separately)

ANNEX C – DRAFT FINANCIAL PROPOSAL

(Provided separately)

ANNEX D – LIMITATION OF LIABILITY CLAUSE

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
 - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
 - b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
 - e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$2,000,000.00, whichever is more.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
3. Third Party Claims:
- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

ANNEX E – QUESTIONS FOR INDUSTRY

Section 1 – Questions related to clauses and conditions

Question 1.1: Would the Standard Acquisition Clauses and Conditions (SACC) proposed at section 2.1 of this RFI be acceptable to industry?

Question 1.2: Would the Limitation of Liability clause proposed at Annex D of this RFI be acceptable to industry?

Section 2 – Questions related to the bid evaluation

Question 2.1: What would be the best approach for Canada to evaluate and attribute a score (in a fair and indisputable manner) on user experience for commercially available solutions submitted through the Request for Proposal?

Question 2.2: What would be the best approach for Canada to evaluate bids from vendors that would provide the best value for money in terms of software licences?

Question 2.3: Are there any specific technical evaluation criteria you believe Canada should take into consideration in the selection of a software solution, in line with the objective of procurement a best value for money solution?

Section 3 – Questions related to the Statement of Work (Annex A)

Question 3.1: Are there any part(s) of the scope of work defined in the Statement of Work at Annex A of this RFI that are unclear and could lead to confusion when submitting bids?

Question 3.2: Are there any part(s) of the scope of work defined in the Statement of Work at Annex A of this RFI that would be either challenging for industry to meet, or costly to Canada if pursued as a mandatory requirement?

Question 3.3: Are there any work that would be missing from the Statement of Work at Annex A of this RFI to successfully achieve the objective of this procurement?

Section 4 – Questions related to the Software Requirements Specifications (Annex B)

Question 4.1: Are there any part(s) of the specifications defined in the Software Requirements Specifications at Annex B of this RFI that are unclear and could lead to confusion when submitting bids?

Question 4.2: Are there any part(s) of the specifications defined in the Software Requirements Specifications at Annex B of this RFI that would be either challenging for industry to meet, costly to Canada if pursued as a mandatory requirement, or would prevent the use of commercially available products?

Question 4.3: Are the workflow requirements defined in section 3.1.6 achievable using commercially available solutions?

Question 4.4: Are the performance requirements defined in section 3.2.1 (mix of load and transaction speed) achievable using commercially available solutions?

Question 4.5: Are the transaction speed specifications defined in section 3.2.2 achievable using commercially available solutions?

Question 4.6: Are the requirements associated with the Applicable Programming Interface (API) as defined in section 3.4.2 and the use of open standard protocols, as defined in para 3.4.2.2, achievable using commercially available solutions?

Section 5 – Questions related to the resulting schedule

Question 5.1: Based on the requirements provided in the Statement of Work at Annex A of this RFI and the Software Requirements Specifications at Annex B of this RFI, what would be the rough order of magnitude (ROM) duration required to conduct the work in order to deploy and configure the risk management software?

Section 6 – Questions related to the basis of payment and resulting cost

Question 6.1: Is the Statement of Work at Annex A of this RFI sufficiently detailed such that suppliers would be able to provide an all-inclusive firm-fixed fee for each of the 8 tasks listed at 3.2.1 through 3.2.8, as per the proposed Financial Proposal at Annex C of this RFI? If not, is there a recommended Basis of Payment?

Question 6.2: Based on the requirements provided in the Statement of Work at Annex A of this RFI and the Software Requirements Specifications at Annex B of this RFI, what would be the rough order of magnitude (ROM) cost to conduct the work in order to procure and deliver the risk management software? (Note: this question is such that Canada can seek appropriate level of funding prior to the Request for Proposal. As indicated in section 1.2, no bids submitted during the Request for Proposal will be held to any estimates provided as an answer to this question).

Question 6.3: Are there requirements listed in Section 3 of the Software Requirements Specifications at Annex B of this RFI that, if made optional, could help significantly reduce the overall cost?

Section 7 – Proposed possible solutions

Question 7.1: Is there a proposed commercially available software (or suite of software) that would meet Canada's requirements and that you would like to propose to Canada for consideration?

Question 7.2: Is there a proposed commercially available software (or suite of software) that would not meet all of Canada's requirements but would meet the intent described in the RFI that you would like to propose to Canada for consideration?

Section 8 – Additional feedback

Question 8.1: Is there any additional feedback that you would like to communicate with Canada?