Annex B to Attachment A

MANDATED DEFENCE INFORMATION System use

1. General Use of MANDATED DEFENCE INFORMATION SYSTEMS

Note to drafters: This annex addresses the use of Defence Information Systems for stocktaking CMCA and Supply Support Services. Where the use of Defence information systems is required for other purposes, such as Maintenance recording, drafters should use clause 1.2. Refer to the SOW Tailoring Guide for further information.

Note to drafters: Depending on the date of RFT release, some ERP solutions may have been deployed, or otherwise adequately defined, to be included in this Annex. In this case, drafters will need to modify the following note to tenderers.

Note to tenderers: The Defence Enterprise Resource Planning (ERP) program will replace existing Defence information systems over a number of years, with inventory management and stock control functions scheduled in the initial tranche of replacement systems.  For information, refer: <https://www.defence.gov.au/business-industry/industry-capability-programs/enterprise-resource-planning-program>

References to MILIS below should be considered as references to the Defence ERP System, used to perform stocktaking functions.

Changes to the draft Contract, for the introduction of the Defence ERP System (and an updated references to applicable policy manuals and procedures) may be included during negotiations for any resultant Contract.  If applicable Defence ERP System functions have not been implemented by the ED, then one or more CCPs will be required once the relevant functions in the Defence ERP System become available.

Refer to clause 2.3 for training in the use of Defence information systems.

* 1. Identified Mandated Defence Information Systems

The Contractor shall provide the required Services using the following mandated Defence information systems in accordance with the requirements of the SOW and this Annex:

Note to drafters: Edit the list of Defence information systems / functions to be used.

Military Integrated Logistics Information System (MILIS), and

**[INSERT OTHER INFORMATION SYSTEMS AS APPLICABLE]**.

* 1. Use of Mandated Defence Information Systems for Supply Services

Note to drafters: For Contractor use of MILIS refer to DEFLOGMAN Part 3 (ESCM) Volume 2 Section 3 Chapter 1 Annex A, ‘MILIS Security’ (<http://escmweb/2139.htm>). Refer to the Defence ERP System website for the Supply Chain Management function and related roles.

The Contractor shall use MILIS to provide Supply Services for the following types of Stock Items:

Commonwealth-owned Stock Items, including GFE; and

Commonwealth Software, for Software that is managed as a Stock Item.

The Contractor shall use the MILIS in accordance with the Logistics Compliance and Assurance Manual (LCAM):

Volume 2, Part 1, […INSERT APPLICABLE CHAPTERS…] (stocktaking);

Note to drafters: Insert references applicable to the scope of information system use.

[DRAFTER TO INSERT]; and

[DRAFTER TO INSERT].

The Contractor shall, for each Contractor and Approved Subcontractor employee who is proposed for being provided with access to MILIS, prepare and submit to the Commonwealth Representative for Approval a form AC847, *Application for Contractor Access to MILIS*, in accordance with the ESCM Volume 2 Section 3 Chapter 1 Annex A.

The Contractor shall use MILIS for the Stock Items listed in clause 1.2.1 to provide the following Supply Services:

accounting for Stock Items;

tracking of Stock Items;

receiving and processing Demands for Stock Items;

issue and receipt of Stock Items; and

[DRAFTER TO INSERT OTHER ACTIVITIES AS APPLICABLE].

Except where otherwise agreed in writing by the Commonwealth Representative, the Contractor shall not use MILIS to undertake the procurement of Stock Items.

Note to drafters: Times in the following clause may be adjusted to meet specific requirements of the Contract. Drafters should note that the clause provides flexibility for certain data, such as progress updates during a Maintenance activity, which may exceed the timeframe specified.

Unless otherwise allowed for in the Contract, the Contractor shall ensure that the information on MILIS for the Stock Items listed in clause 1.2.1 is never more than 24 hours out-of-date.

Note to drafters: The following clause helps to ensure that the mandated use of Defence information systems does not impact upon the Contractor’s ability to meet any performance measures (eg, demand satisfaction). Requirements Determination is listed below, but drafters may amend the following clause for other functions applicable to the Contract.

The Contractor may use MILIS to undertake the following Supply Services if required by the Contract; however, the use of MILIS for these Services shall not relieve the Contractor from satisfying the Contract performance measures (if applicable):

Requirements Determination for RIs; and

Requirements Determination for Non‑RIs.

The Contractor shall inform the Commonwealth:

if MILIS is/was not available for use;

how long it was not available; and

if known, the reason why it was not available.

* 1. Use of Mandated Defence Information Systems for Maintenance Services

Note to Drafters: If Defence information systems are to be used for Maintenance Services, use clause 1.2 as a template for this clause, and any additional clauses below. Refer to the SOW Tailoring Guide for further information. If no additional information systems are required, clause 1.3.1 may be retained as ‘Not used’.

Not used.

1. Access and Training
   1. Access to Mandated Defence Information Systems

Note to drafters: This clause includes reference to what the Commonwealth will provide to the Contractor to allow the use of mandated Defence information systems. If different mandated Defence information systems have different arrangements, drafters should amend the clauses accordingly. Caution needs to be used in this clause as any offer to provide GFM must be implemented on time, or the Contractor may claim an act of prevention or performance relief.

The Commonwealth shall provide the Contractor with access to mandated Defence information systems, for the purposes of undertaking the requirements of the Contract.

Note to drafters: Select from the following optional clauses based on the access to be provided. Drafters must ensure that Attachment G is updated to capture the associated GFM.

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| Option A: For when the Contractor will be provided with hardware and software for access to the mandated Defence information systems.  The Commonwealth shall provide the Contractor with terminals and/or interfaces, to enable use of the mandated Defence information systems, as detailed in Attachment G. |

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| Option B: For when the Contractor will be provided with DREAMS tokens for access to MILIS.  The Commonwealth shall provide the Contractor with tokens for the Defence Remote Electronic Access Mobility Service, as detailed in Attachment G, in order to access the mandated Defence information systems via remote logon. |

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| Option C: For when access to terminals located on Commonwealth Premises will be provided. Drafters should insert the number of terminals available and conditions of use.  The Commonwealth shall provide access to [INSERT NUMBER] of terminals for the mandated Defence information systems at [INSERT LOCATION/TIME DETAILS]. |

The Commonwealth shall be responsible for maintaining the mandated Defence information system equipment provided as GFE to the Contractor.

* 1. General Provisions for Access to Defence Information Systems

Note to drafters: When the Contractor is given access to mandated Defence Information Systems, this is considered to be a Government Furnished Services (GFS). When hardware is also provided (eg, DREAMS tokens) this is considered to be Government Furnished Equipment. Drafters should identify this GFS and GFE within Attachment G.

If the Contractor is provided with access to any Defence information systems for the purposes of providing the Services (‘GFS (IT)’), the Contractor shall ensure that it and all Contractor Personnel accessing the GFS (IT):

hold an appropriate Defence security clearance for accessing or using the GFS (IT);

comply with any policies and processes applicable to the access or use of the GFS (IT), including as required by clause 11,10 of the COC, Defence Security, and any additional requirements specific to the GFS (IT) that may be provided by the Commonwealth;

not access, use or obtain information from the GFS (IT) except to the extent strictly required for the performance of the Contractor’s obligations under the Contract; and

store any Contract Material delivered to the Commonwealth on the GFS (IT) in an approved document management system, such as […INSERT eg, ‘Objective’ OR REPLACEMENT ERP SOLUTION…].

The Contractor acknowledges and agrees that:

the GFS (IT) shall be provided to the Contractor on the same basis, configuration and availability as provided generally to Commonwealth users; and

no modifications or additions to the functionality of the GFS (IT) shall be made by the Commonwealth to provide the Contractor any particular access, Software or service level not otherwise provided in accordance with clause 2.2.2a, unless agreed to by the Commonwealth Representative in writing.

The Contractor shall take all reasonable steps to ensure that any use of GFS (IT) does not damage, interfere with or otherwise compromise the GFS (IT), any information contained within it, or within any other Defence information system.

The Contractor shall not establish any interface between the GFS (IT) and any information system owned or controlled by the Contractor, or by a third party, without the prior written consent of the Commonwealth Representative.

If the Commonwealth fails to provide the GFS (IT) to the Contractor in accordance with clause 2.2.2a, the Contractor may be entitled to may make a claim under clause 6.2 (Delay) or clause 6.4 (Performance Relief) of the COC, except to the extent that the failure to provide the GFS (IT) was caused by a Contractor Default.

The Contractor acknowledges and agrees that, despite any obligation on the Commonwealth to provide GFS (IT), the Commonwealth may refuse to provide or cease provision of the GFS (IT) if the Contractor fails to comply with this clause 2.2.

* 1. Training in Mandated Defence Information Systems

The Contractor shall ensure that all relevant Contractor Personnel, including Subcontractor Personnel, are trained in the operation of mandated Defence information systems.

Note to drafters: Amend the following clause based on the expected start-up time period for the Contract and the expected availability of information system training.

Within [INSERT NUMBER OF DAYS, EG, 15] Working Days after the Effective Date, the Commonwealth will make available the requisite training needed to allow the Contractor to use the mandated Defence information systems in the performance of the Services.

Subsequent to the initial training provided under clause 2.3.2, the Commonwealth shall provide appropriate training for any new or upgraded mandated Defence information system provided to the Contractor by the Commonwealth. The Commonwealth shall provide such appropriate training to the Contractor in advance of when the new or upgraded Defence information system is required to be used in the performance of the Services.

Note to drafters: Insert systems, roles and numbers of personnel for training in various Defence information systems / applications on an annual basis (ie, for staff turnover). For example, “for the X maintenance management system, training for maintenance co-ordinators, up to two persons per year”.

In addition to the initial training and any training for new or upgraded Defence information systems, the Commonwealth will make training available for Contractor and Subcontractor Personnel who are replacing existing staff, and who will be directly engaged in Services for the Contract, as follows:

for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons per year; and

for the [INSERT SYSTEM NAME], training for [INSERT USER / ROLE NAME], up to [INSERT NUMBER OF PERSONS, EG, TWO] persons per year.

Training provided to Contractor Personnel, including Subcontract Personnel, under clauses 2.3.2 to 2.3.4 shall be provided free of charge by the Commonwealth, after which the Commonwealth may recover costs from the Contractor for any additional training.

For the training to be provided under this clause 2.3, the Contractor shall:

nominate the personnel requiring training and provide sufficient personal details to the Commonwealth to enable training co-ordination (eg, for when access controls to information systems and facilities apply);

ensure that the personnel nominated for training meet any applicable Defence requirements (eg, personnel security clearances) and have a suitable level of general competence in the use of electronic information systems; and

ensure that it and its Subcontractors meet all employer responsibilities, including all salaries, travel, accommodation and allowances for employees during the training.