

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

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
THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet NORTHERN WATCH	
Solicitation No. - N° de l'invitation W7707-125560/A	Amendment No. - N° modif. 012
Client Reference No. - N° de référence du client W7707-12-5560	Date 2013-02-27
GETS Reference No. - N° de référence de SEAG PW-\$HAL-211-8863	
File No. - N° de dossier HAL-2-69094 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-28	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Allen, Tanya	Buyer Id - Id de l'acheteur hal211
Telephone No. - N° de téléphone (902) 496-5142 ()	FAX No. - N° de FAX (902) 496-5016
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

Please note that in Solicitation Amendment 010 a bidder provided the following information as background information to questions 33.1 to 33.6. The information formed part of question 33, not the answer.

With respect to reuse of STB or use of a Bidder's solution:

- Bidder will provide a description of the proposed system architecture that outlines the network, software and hardware aspects of the architecture. The bidder will describe the basis for the architecture, and, if the bidder is not proposing the use of the DRDC System Test Bed (STB), the bidder must describe their proposed alternative and explain the benefits of using that alternative. In particular, the Bidder will explain how architecture will be modular and open. Points will be awarded based on:

- 4.2.1 the adequacy of the approach to meet the intentions presented in the Northern Watch System Concept;

- 4.2.2 whether the basis for the system architecture is modular and open;

- 4.2.3 whether the use of free open source software development tools are proposed (or if the bidder has provided a justification to include a reasonable alternative to free open source); and

- 4.2.4 whether the use of an alternative Command and Control System instead of the DRDC STB has been reasonably justified by the bidder.

- Contractors may propose different systems but will be required to substantiate advantages in cost and capability for use of their system.

With respect to T&Cs on IP:

- General Conditions applicable to 2040 (General Conditions), 4002 (Software Development or Modification Services)

-Within 2040, the IP section indicates that all IP rights in the Foreground Information belong to the Contractor as soon as they come into existence. It also states that as Canada has contributed to the cost of developing the Foreground Information, the Contractor grants Canada a license to exercise all rights in the Foreground IP for Canada's activities. This license allows Canada to do anything that it would be able to do if it were the owner of the IP. The Contractor also grants to Canada a license to use the Background Information to exercise fully all its rights in the deliverables and in the Foreground Information including the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. In the same section, the Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned like use, operation, maintenance, repair or overhaul of the custom-designed part of the work.

-Within 4002, in the section Pre-Existing Software, it is indicated that the Contractor must NOT develop Custom software by modifying Pre-Existing Software or incorporate any Pre-Existing Software into the Custom Software without first obtaining the written consent of Canada (unless authorized in the contract). If Pre-Existing software forms part, the Contractor must, deliver the source code for that software to Canada or to an escrow agent. Canada has access if they

All other terms and conditions remain the same.