

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

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Title - Sujet NORTHERN WATCH | |
| Solicitation No. - N° de l'invitation W7707-125560/A | Amendment No. - N° modif. 010 |
| Client Reference No. - N° de référence du client W7707-12-5560 | Date 2013-02-22 |
| 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 |

Q33**From the RFP:**

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 are 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 terminate the contract or any subsequent support related to the new software.

Q33.1 Does the Crown acknowledge and understand that when Bidder proposes an alternative to the STB it may come with Background IP?

A33.1 Yes.

Q33.2 *Does the Crown acknowledge and understand that when Bidder proposes an alternative to the STB that, although it may come with Background IP, it may also be a COTS solution, perhaps existing from another DND project, which brings all the inherent benefits of such a solution?*

A33.2 Yes.

Q33.3 *Does the Crown acknowledge and understand that a Bidder who proposes a COTS alternative to the STB, perhaps from another DND project, that comes with Background IP, cannot be reasonably expected to grant the Crown a licence to full use/disclosure of this Background IP to third parties, including the source code?*

A33.3 This would depend on whether the Crown has rights within the contract for the previous DND project.

Q33.4 *Does the Crown acknowledge and understand that the Background IP clause (as underlined above) is not in keeping with similar DND projects?*

A33.4 This is a DRDC Research and Development requirement and incorporates standard clausing for this type of requirement.

Q33.5 *Does the Crown want alternative proposals to the STB?*

A33.5 Bidders may propose an alternative to DRDC's STB.

Q33.6 *If the answer to Q5 (immediately above) is, yes, then will the Crown remove/amend the Background IP Conditions in 2040 and 4002 such that the Crown does not have a licence with the right to disclose Background IP or its source code to third parties?*

A33.6 General Conditions 2040 and Supplemental Conditions 4002 will remain unchanged.

All other terms and conditions remain the same.