



## **PROJECT TITLE**

### **Multi-mission Antenna Reservation System (ARS) for the Canadian Space Agency (CSA)**

This Amendment 008 provides answers to additional questions raised by potential Bidders as of September 29, 2015 (Section 1).

**ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN UNCHANGED.**

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## **AMENDMENT 008 – SECTION 1: ANSWERS TO QUESTIONS RECEIVED**

- 56. Section 1.2 of the RFP: A clarification is being sought with respect to the definition of “Client User” which goes beyond Government of Canada employees. A concern is raised that the ARS could be used by contractors or consultant hired by the Government of Canada thus potentially allowing competitors of the Bidder to use the ARS.**

*Answer: It is indeed possible, although unlikely, that competitors may one day use the ARS if such competitors are hired by the Government of Canada in order to support it with the operation of certain missions, thus its inclusion in the definition of the term “Client User”. Should that ever be the case, such contractors or consultants would not have access to the intellectual property that was used to develop the ARS but rather only to the software interface and user manuals of it. Moreover, contractors or consultants hired by the Government of Canada are bound to confidentiality under a non-disclosure agreement. Consequently, the commercial interests of the chosen ARS contractor are adequately protected.*

**57. Could Canada provide a link to the integrity provisions reference in the RFP?**

Answer: *The PWGSC integrity provisions are available through this URL:*

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20#integrity-provisions>

**58. Could Canada provide us with the wording of article 7.12, insurance?**

Answer: *The wording of clause G1005C (2008-05-12) referred into article 7.12 is as follows:*

*“The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.”*

**59. Article 7.1.1 says that the Contractor grants to Canada the irrevocable option to acquire the goods, services or both...including Licensed Software. Does it mean that Canada purchases an “item” for which it use as it pleases or the right to fully use such software without no limitations?**

Answer: Any Licensed Software (or other item) purchased from the chosen ARS contractor as an option would be used only in relation to the operation of the ARS, not for any other means. In such case, the license provisions of such licensed software, to be acquired as an option, must be compatible with the licensing conditions required by Canada under the ARS Contract.

**\*\*\*END OF AMENDMENT 008\*\*\***