



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions -
TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**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

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Security and Information Operations Division/Division
de la sécurité et des opérations d'information

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

Title - Sujet Net C2 ISAC RFI/ITQ	
Solicitation No. - N° de l'invitation W8474-18NT10/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client W8474-18NT10	Date 2018-09-10
GETS Reference No. - N° de référence de SEAG PW-\$\$QE-459-26920	
File No. - N° de dossier 459qe.W8474-18NT10	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-10-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Williamson, Ian	Buyer Id - Id de l'acheteur 459qe
Telephone No. - N° de téléphone (819) 956-0185 ()	FAX No. - N° de FAX () -
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

Solicitation No. - N° de l'invitation

W8474-18NT10/A

Client Ref. No. - N° de réf. du client

W8474-18NT10

Amd. No. - N° de la modif.

004

File No. - N° du dossier

459QE.W874-18NT10

Buyer ID - Id de l'acheteur

459QE

CCC No./N° CCC - FMS No/ N° VME

The purpose of this Solicitation Amendment 004 is to issue the latest set of Clarifications.

**ALL OTHER TERMS AND CONDITIONS OF THE RFI/ITQ
REMAIN UNCHANGED**

Serial #	Question	Answer
014	The ITQ states that all IP will be owned by DND. Please confirm that DND will not own the IP or have access to the Core source code for any COTS product that forms part of the solution. Some modifications may require changes to the OEM's software core product. Please confirm that any Core source code changes remain OEM Intellectual property.	The ITQ, as per Section 2.8, states: "Canada will own the foreground intellectual property rights to the Net C2 ISAC, the public key infrastructure solution, software/hardware solutions for all customized modules, custom Canadian consumables design and artwork, plates, dies and other custom tooling bearing Canadian designs used in the performance of work under the Contract. All other intellectual property rights, including background and other foreground, will be owned or licensed by the Contractor with appropriate licenses granted to Canada." So should any code changes be necessary to a COTS product, this would be considered foreground IP, therefore, the changes will be owned by Canada.
015	Many modifications to COTS software can be made through a Software Development Kit (SDK). These modifications may be Canadian DND Intellectual Property. However, the OEM would like joint rights so they may be used in other programs. Is this acceptable under the program?	No, this is not acceptable to Canada. The reason for the IP restrictions is that Canada does not want other parties to understand how the resulting capability was created, run, supported, etc. due to security reasons. However, should the Prime wish to reuse this IP for Canadian allies or Canada (Departments and Agencies), the Prime/Allies/Canada may wish to contact a DND Liaison officer who will verify with Canada as to whether this would be acceptable to Canada.
016	Does the OEM retain data rights to the IP developed under this contract (shared rights); or does the DND retain all rights and we have no authority to reuse work done for the DND on other projects?	No, the "foreground" IP rights will be exclusively retained by Canada. Please refer to Section 2.8 of the ITQ for further information around IP and Canada's stance on IP for this project.