

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet UNINTERRUPTIBLE POWER SUPPLY	
Solicitation No. - N° de l'invitation KW405-110785/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client KW405-110785	Date 2012-02-24
GETS Reference No. - N° de référence de SEAG PW-\$TOR-014-5806	
File No. - N° de dossier TOR-1-34261 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-01	
Time Zone Fuseau horaire Eastern Standard Time EST	
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: Grozdanovski, Tase	Buyer Id - Id de l'acheteur tor014
Telephone No. - N° de téléphone (905) 615-2080 ()	FAX No. - N° de FAX (905) 615-2060
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

This solicitation amendment 004 is being raised to:

- A. Answer the following questions; and
- B. Make three changes to the RFP.

A. QUESTIONS AND ANSWERS

Q1. Can you define why the height restriction of 50" is so critical? Do you have a floor plan and/or diagram of the space in which the UPS will reside so we can determine if the space is adequate for ventilation and service? A layout of the room including an illustration of the existing equipment and position of the electrical panel in relation to the UPS would be beneficial.

A1. The UPS will be located in service corridor behind the laboratory that houses both mass spectrometers. As it is shown in attached picture there are several glass tubes which are at 51" above the ground. The space allocated for this UPS is between the wall and the yellow line on the floor indicating safe walking area. In addition there is a requirement to allow visual inspection of the tubes hence it is not possible obscure the glass tubing. We have housed several UPS in this corridor, including the one shown in this picture.

Q2. We have reviewed the product specification. Unless you have a specific manufacturer and a specific product of such manufacturer in mind, most of suppliers would not be able to meet the requirement of 50 inches of height for UPS. It seems to us, height for UPS should be 60 inches. Will you consider changing of UPS's height from 50 inches to 60 inches?

A2. The 50" height criterion is a legitimate operational requirement and remains part of the mandatory specifications. Please see response above for more details.

B. CHANGES TO THE RFP

1. At Annex A - Statement of Requirement;

Delete:

- The unit must be compatible with MicroMass AutoSpec-Ultima and Thermo Scientific DFS high resolution mass spectrometers. The proposed UPS must attain a certificate of approval from the high resolution mass spectrometer suppliers.

Insert:

- The unit must be compatible with (a) MicroMass AutoSpec-Ultima high resolution mass spectrometer (HRMS), and (b) Thermo Scientific DFS HRMS. To demonstrate compatibility with the Thermo Scientific DFS HRMS, the proposed UPS must attain approval from:

Name: Mr. Peter Stow

Organization: Isomass Scientific Inc.

Phone number: 1-800-363-7823

EEmail peter.stow@isomass.com

To demonstrate compatibility for the MicroMass AutoSpec-Ultima HRMS, the proposed UPS must be compatible with the attached North American power requirement configuration.

2. At PART 6 - RESULTING CONTRACT CLAUSES, section 3.1 General Conditions :

Delete:

“Intellectual Property Infringement and Royalties” section of 2030 (2010-08-16) General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

3. At PART 6 - RESULTING CONTRACT CLAUSES, section 10 Priority of Documents:

Delete:

(c) the supplemental general conditions 4003 (2010-08-16) Licensed software;

