

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8
Bid Fax: (604) 775-7526

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 -
Pacific Region
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8

Title - Sujet Flatbed Scanners	
Solicitation No. - N° de l'invitation 08317-110192/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 08317-110192	Date 2012-07-19
GETS Reference No. - N° de référence de SEAG PW-\$VAN-580-6731	
File No. - N° de dossier VAN-1-34336 (580)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-15	
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: Navarro, Maria	Buyer Id - Id de l'acheteur van580
Telephone No. - N° de téléphone (604) 775-9911 ()	FAX No. - N° de FAX (604) 775-7526
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

Amendment 001

This Amendment 001 is being raised to answer questions from industry and modify the Solicitation:

Part I - Questions

1. Is a tethered flatbed acceptable?

Answer: No, tethered flatbeds are not acceptable

2. In regards to the Paper Size specification, is it acceptable if the ADF can handle 8 ½ x 14 paper and the flatbed can handle 8 ½ x 11 paper?

Answer: No, it's not acceptable both the ADF and flatbed must handle 8 ½ x 14 and 8 ½ x 11 paper size.

3. On page 16 item number 9 there is a requirement for double feed detection. This is also listed under "optional" on page 17 item C. Is this double feed detection a requirement or an option?

Answer: Double-feed detection is optional. Item number 9 of the Mandatory Specifications refers to document misfeeds.

Part II - Modifications

A. On Page 7 of 26, before 1. Certifications Precedent to Contract Award, and renumbering as appropriate, INSERT:

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

(a) a complete list of names of all individuals who are currently directors of the Bidder;

(b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

[<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/229-eng.html>]

B. On Page 10 of 26, DELETE 3.1 General Conditions in its entirety and INSERT:

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

C. On Page 10 of 26, after 3.1 General Conditions, INSERT:

General Conditions 2010A (2012-07-16) - Goods (Medium Complexity) are modified to include the following section 27 of General Conditions 2030 (2012-07-16) - Higher Complexity - Goods:

3.1.1 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.

D. On Page 14 of 26, delete 10. Priority of Documents in its entirety and INSERT:

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) supplemental conditions 4001 (2010-08-16), Hardware Purchase, Maintenance and Lease; 4003 (2010-08-16), Licensed Software; 4004 (2010-08-16) Software Maintenance and Support Services
- (c) the general conditions 2010A (2012-07-16), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Warranty Services;
- (f) Annex C, Basis of Payment; and
- (g) the Contractor's bid dated _____ (Please insert date of bid)

All other terms and conditions remain unchanged.