

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 0A1 / Noyau 0A1
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
Scientific, Medical and Photographic Division /
Division de l'équipement scientifique, des produits
photographiques et pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet KIOSK REPLACEMENT RFP	
Solicitation No. - N° de l'invitation 47054-124625/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 1000304625	Date 2012-08-23
GETS Reference No. - N° de référence de SEAG PW-\$\$XQ-002-24695	
File No. - N° de dossier 002xq.47054-124625	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-24	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: Chevrier, Stéphane	Buyer Id - Id de l'acheteur 002xq
Telephone No. - N° de téléphone (819) 956-8224 ()	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

47054-124625/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

002xq

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

1000304625

File No. - N° du dossier

002xq47054-124625

CCC No./N° CCC - FMS No/ N° VME

Please refer to Amendment 001 on the following page.

SOLICITATION AMENDMENT 001

licitation amendment is raised to:

Address the following clarification questions submitted by potential bidders; and
Modify the RFP.

CLARIFICATION QUESTIONS AND ANSWERS

RFP Ref.	Title/Topic	CQ#	Clarification Question	CR#	Clarification Responses
Attachment A to Part 4 Bid Solicitation 47054- 124625/A Evaluation Procedures and Basis of Selection	Proof of Proposal	CQ #1.1	Proof of Proposal Test: The documentation for the proof of proposal test requires: "Upon receiving notification from the Contracting Authority, the Bidder will be given a maximum of 7 business days to start the installation of the proposed solution." This requirement effectively excludes building kiosks to order as is common with these types of projects. We request that Canada revise this requirement to allow for a build to order solution.	CR1.1	Canada has considered the request; however requirements will remain the same.
Attachment D to Part 4 Bid Solicitation 47054- 124625/A Pricing Requirements and Financial Evaluation Costing Model	Pricing Tables	CQ#1.2	Pricing Table 2-1 appears to be missing an entry for the Kiosk Enclosure, please could this be added?	CR1.2	Canada has considered the request and an enclosure has been added to pricing table 2. section of Solicitation Amendment 001 below
Notice Description	Contract Period and Options	CQ#1.3	In the process of reviewing this synopsis and then the RFP which was downloaded from MERX, there was a discrepancy about the	CR1.3	The Contract period stated in the Bid Solicitation initial contract period is 60 months plus 5 opti

RFP Ref.	Title/Topic	CQ#	Clarification Question	CR#	Clarification Responses
for Kiosk Replacement RFP on MERX			term of the contract. In the summary page I see 28 months plus 5 optional 1 year extensions. In the RFP, section 7, it states a term of 60 months plus 5 optional 1 year extensions. I assume the RFP is correct, but wanted to advise.		The Contract period stated in the synopsis has been changed to 28 months plus 5 optional 1 year extensions in the modifications section of Solicitation Amendment 001.
Bid Solicitation Part 7 Resulting Contract Clauses	Limitation of Liability	CQ#1.4	With respect to solicitation number 47054-124625/A, could you please clarify the following: Part 7 – Resulting Contract Clauses: In reviewing Part 7 of the RFP, it is noted the standard Limitation of Liability clause is listed in the Table of Contents of the RFP; however, the clause itself has not been included, thus exposing Bidders to unlimited liability with respect to this procurement. As such, we request that the limitation of liability clause, similar to the following, be added to the resulting contract clauses in the RFP. 30. Limitation of Liability - Information Management/Information Technology (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent	CR1.4	Canada has considered the request and inserted the following clause N0000C "Limitation of Liability – Information Management/Information Technology" to section 30 of the Contract Clauses of the Bid Solicitation. The clause has been added to the modifications section of Solicitation Amendment 001 below.

RFP Ref.	Title/Topic	CQ#	Clarification Question	CR#	Clarification Responses
			<p>described in this Article, even if it has been made aware of the potential for those damages.</p> <p>First Party Liability:</p> <p>(b) (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:</p> <p>(A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";</p> <p>(B) physical injury, including death.</p> <p>(ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.</p> <p>(iii) Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.</p> <p>(iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.</p> <p>(v) The Contractor is also liable for any other direct</p>		

RFP Ref.	Title/Topic	CQ#	Clarification Question	CR#	Clarification Responses
			<p>damages to Canada caused by the Contractor in any way relating to the Contract, including:</p> <p>(A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and</p> <p>(B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2,000,000.</p> <p>(C) In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$2,000,000 whichever is more.</p> <p>(vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.</p>		

RFP Ref.	Title/Topic	CQ#	Clarification Question	CR#	Clarification Responses
			<p>Third Party Claims:</p> <p>(i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.</p> <p>(ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a</p>		

RFP Ref.	Title/Topic	CQ#	Clarification Question	CR#	Clarification Responses
			<p>third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.</p> <p>(iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).</p>		
Bid Solicitation	Bid Solicitation Closing (page 1 of 253)	CQ #1.5	<p>As an interested party looking to respond to this solicitation, we would like to, by way of this communication, formally request an extension for the response due date.</p> <p>Currently the RFP states a due date of Monday 10 September 2012 at 14:00 hrs.</p> <p>Understanding that the current provider (s) of the system is (are) an incumbent (s), we feel that the added time allotted would give us, and other vendors, sufficient time to define and present the solution as required in the RFP.</p> <p>Therefore, we would like to request a due date of <u>Monday 01 October of 2012 at 14:00 hrs.</u></p>	CR #1.5	Canada has considered the request and extended the close date to September 24, 2012 at 2:00 PM Saving Time EDT. The clause has been added to section of Solicitation Amendment 001 below

2. MODIFICATIONS

M1.1 At Attachment D to Part 4 of Bid Solicitation 47054-124625/A "Evaluation Procedures and Basis of Selection", Pricing Table 2-1.

DELETE previous pricing table

INSERT:

TABLE 2-1						
Description	Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Enclosure						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+ (N/A)	--	--	--	--	--	--
Iris Camera						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Scanner						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Touch Screen						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Receipt Printer						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Document/Card Reader						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Keyboard						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Speakers						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Cabling						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$

TABLE 2-1						
Description	Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5
Volumes 100+	\$	\$	\$	\$	\$	\$
Power and Uninterruptible Power Supply ("UPS")						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
Receipt Printer						
Volumes 1-45	\$	\$	\$	\$	\$	\$
Volumes 46-100	\$	\$	\$	\$	\$	\$
Volumes 100+	\$	\$	\$	\$	\$	\$
TOTAL Table 2-1:					\$	

M1.2 At Part 7 of Bid Solicitation 47054-124625/A (page 54 of 54)

INSERT: 30. Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
 - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
 - b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.

- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2,000,000.00.
- In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$2,000,000.00, whichever is more.
- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
3. Third Party Claims:
- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - c. The Parties are only liable to one another for damages to third parties to the extent described in this sub-article 3.

M1.3 At page 1 of 253 of the Bid Solicitation:

DELETE:

Solicitation Closes at 02:00 PM on 2012-09-10

INSERT :

Solicitation Closes at 02:00 PM on 2012-09-24

Solicitation No. - N° de l'invitation

47054-124625/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

002xq

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

47054-124625

File No. - N° du dossier

002xq.47054-124625

CCC No./N° CCC - FMS No./N° VME

M1.4 At Contract Period and Options of the Kiosk Replacement RFP Notice Description:

DELETE:

The proposed Contract Period will be 28 months, with Options to extend the Contract Period for up to 5 one year periods.

INSERT:

The proposed Contract Period is 60 months plus 5 optional 1 year extensions.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.