

ADDENDUM NO. 1 to RFQ NO. 93

SUPPLY AND INSTALLATION OF RECORDS MANAGEMENT SOFTWARE

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE RFQ

ISSUED: March 3, 2004 BUYER: Barry Tobin/bt TELEPHONE NO. (204) 986-2126

THIS ADDENDUM SHALL BE INCORPORATED INTO THE OFFER OF SURPLUS GOODS AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Offer of Surplus Goods, and be governed accordingly. Failure to acknowledge receipt of this Addendum on the cover page of the Bid Submission may render your Bid non-responsive.

Delete Specification D9:

D9 MATERIAL SAFETY DATA SHEETS

- D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D9.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

Delete Specification D12.3 through D12.5:

- D12.3 Notwithstanding GC.10.01, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to D16.4, in which case it shall expire when provided for thereunder.
- D12.4 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.5 Notwithstanding GC.10.01, GC.10.02, D16.3, and D16.4 if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

Add Specification E3.2

E3.2 Delivery of software and Installation shall be completed within 60 days of award of contract.