



**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**  
Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> NMSO - PURSUIT TIRES		
<b>Solicitation No. - N° de l'invitation</b> E60HS-16PURT/B		<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> E60HS-16PURT		<b>Date</b> 2016-10-06
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-597-71498		
<b>File No. - N° de dossier</b> hs597.E60HS-16PURT	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-10-17</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bourassa, Chantal		<b>Buyer Id - Id de l'acheteur</b> hs597
<b>Telephone No. - N° de téléphone</b> (873) 469-3362 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Standing Offer No. - N° de l'offre à commandes E60HS-16PURT/B	Amd. No. - N° de la modif. 001	Buyer ID - Id de l'acheteur HS646
Client Ref. No – No de réf du client E60HS-16PURT	File No – No du dossier hs646E60HS-16PURT	CCC No/No CCC – FMS No/No VME

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This amendment is raised to modify solicitation E60HS-16PURT/B as follows:

**1) In table of contents, delete Provincial/Territorial Identified User in its entirety**

**INSERT:**

**“Provincial/Territorial Identified User”**

Means any Canadian province or territory to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 6A, Section 6.6 of the Standing Offer.

**2) In Part 6 – Standing Offer and Resulting Contract Clause, delete A. Standing Offer “Provincial/Territorial Identified User” in its entirety**

**INSERT:**

**A. Standing Offer “Provincial/Territorial Identified User”**

Means any Canadian province or territory to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 6A, Section 6.6 of the Standing Offer.

**3) In Part 6 – Standing Offer and Resulting Contract Clause, delete 6.5.1 in its entirety**

**INSERT:**

**6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Stéphane Dubeau  
Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - "HS" Division  
Place du Portage, Phase III, 7B1  
11 Laurier Street  
Gatineau, QC K1A 0S5  
Telephone : 819 420-0337  
Facsimile: 819-956-5227  
E-mail address: stephane.dubeau@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

Standing Offer No. - N° de l'offre à commandes  
E60HS-16PURT/B

Amd. No. - N° de la modif.  
001

Buyer ID - Id de l'acheteur  
HS646

Client Ref. No – No de réf du client  
E60HS-16PURT

File No – No du dossier  
hs646E60HS-16PURT

CCC No/No CCC – FMS No/No VME

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#### **4) In Part 6 – Standing Offer and Resulting Contract Clause, delete 6.5.2 in its entirety**

#### **INSERT:**

##### **6.6.2 Provincial/Territorial Identified User**

Below is a list of authorized organizations that could make call-ups against the Standing Offer.

- Prince Edward Island  
Department of Transportation, infrastructure and Energy
- Ontario  
Ministry of Transportation Ontario
- Northwest Territories  
Department of Public Works and Services – Procurement Share Services
- New Brunswick  
Service New Brunswick
- Nova Scotia  
Department of Internal Service
- Yukon  
Department of Highways and Public Works
- Newfoundland and Labrador  
Department of Transportation and Works
- Alberta  
Service Alberta

Standing Offer No. - N° de l'offre à commandes  
E60HS-16PURT/B

Amd. No. - N° de la modif.  
001

Buyer ID - Id de l'acheteur  
HS646

Client Ref. No – No de réf du client  
E60HS-16PURT

File No – No du dossier  
hs646E60HS-16PURT

CCC No/No CCC – FMS No/No VME

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**5) In Part 6 – Standing Offer and Resulting Contract Clause, delete 6.9.1 in its entirety**

**INSERT:**

**6.9.1 Limitation of Call-ups for Federal Identified User**

For Federal Identified Users, Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

Requirement exceeding \$40,000.00 (Applicable Taxes included) must be submitted to PSPC Standing Offer Authority in the form of a funded requisition for processing.

**6) In Part 6 – Resulting Contract Clause, Definitions, “Provincial/Territorial Identified User” in its entirety**

**INSERT:**

Means any Canadian province or territory to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 6A, Section 6.6 of the Standing Offer.

Standing Offer No. - N° de l'offre à commandes  
E60HS-16PURT/B

Amd. No. - N° de la modif.  
001

Buyer ID - Id de l'acheteur  
HS646

Client Ref. No – No de réf du client  
E60HS-16PURT

File No – No du dossier  
hs646E60HS-16PURT

CCC No/No CCC – FMS No/No VME

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## **7) Delete Annex E in its entirety**

### **INSERT**

#### **ANNEX E**

##### **General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users**

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

- 01 Interpretation
- 02 General
- 03 Standard Clauses and Conditions
- 04 Offer
- 05 Call-ups
- 06 Withdrawal
- 07 Revision
- 08 Joint Venture
- 09 Disclosure of Information
- 10 Publication of Standing Offer Information
- 11 Integrity Provisions - Standing Offer
- 12 Access to Information
- 13 Default by the Offeror
- 14 Code of Conduct for Procurement – Standing Offer

Standing Offer No. - N° de l'offre à commandes E60HS-16PURT/B	Amd. No. - N° de la modif. 001	Buyer ID - Id de l'acheteur HS646
Client Ref. No – No de réf du client E60HS-16PURT	File No – No du dossier hs646E60HS-16PURT	CCC No/No CCC – FMS No/No VME

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## 2009 01 (2016-04-04) Interpretation

In the Standing Offer, unless the context otherwise requires,

### “Authorized User”

means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer;

### “Call-up”

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Authorized Users and the Offeror for the goods, services or both described in the Call-up;

### "Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

### "Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11;

### "Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

### “Provincial/Territorial Identified User”

means any Canadian province or territory to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments, which are identified in the Standing Offer;

### "Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the [Standard Acquisition Clauses and Conditions Manual](#), these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

### "Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users;

## **2009 02 (2015-12-18) General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

## **2009 03 (2015-12-18) Standard Conditions and Clauses**

Pursuant to the [\*Department of Public Works and Government Services Act\*](#), S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

## **2009 04 (2015-12-18) Offer**

1. The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
  - c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
  - d. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
  - e. the Standing Offer cannot be assigned or transferred in whole or in part;
  - f. the Standing Offer may be set aside by Canada at any time.

Standing Offer No. - N° de l'offre à commandes E60HS-16PURT/B	Amd. No. - N° de la modif. 001	Buyer ID - Id de l'acheteur HS646
Client Ref. No – No de réf du client E60HS-16PURT	File No – No du dossier hs646E60HS-16PURT	CCC No/No CCC – FMS No/No VME

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#### **2009 05 (2015-12-18) Call-ups**

If applicable, the Authorized Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

#### **2009 06 (2015-12-18) Withdrawal**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

#### **2009 07 (2015-12-18) Revision**

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

#### **2009 08 (2015-12-18) Joint Venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

#### **2009 09 (2015-12-18) Disclosure of Information**

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

## 2009 10 (2015-12-18) Publication of Standing Offer Information

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
  - a. the conditions of the Standing Offer;
  - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
  - c. the Offeror's profile and its level of security clearance;
  - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

## 2009 11 (2016-04-04) Integrity Provisions - Standing Offer

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

## 2009 12 (2015-12-18) Access to Information

Records created by the Offeror, and under the control of the Authorized Users, are subject to all access to information and privacy laws, both at the federal and provincial/territorial level. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the [Access to Information Act](#), R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act, or its equivalent at the provincial/territorial level](#), is guilty of an offence and is liable to imprisonment or a fine, or both.

Standing Offer No. - N° de l'offre à commandes  
E60HS-16PURT/B

Amd. No. - N° de la modif.  
001

Buyer ID - Id de l'acheteur  
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Client Ref. No – No de réf du client  
E60HS-16PURT

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### **2009 13 (2015-12-18) Default by the Offeror**

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

### **2009 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer**

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

**8) In Annex F, 2015A 01 (2016-04-04) Interpretation, delete “Provincial/Territorial Identified User” in its entirety**

#### **INSERT:**

“Provincial/Territorial Identified User”

means any Canadian province or territory to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments, which are identified in the Standing Offer.