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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

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of
the Offer remain the same.

Ce document est par la présente révisé; sauf
indication contraire, les modalités de l'offre 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

Title - Sujet NMSO ATV		
Solicitation No. - N° de l'invitation E60HS-18ATVS/A		Date 2018-09-11
Client Reference No. - N° de référence du client E60HS-18ATVS		Amendment No. - N° modif. 003
File No. - N° de dossier hs610.E60HS-18ATVS	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-610-75258		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2018-08-10
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-09-19		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Address Enquiries to: - Adresser toutes questions à: Reynolds, Kevin		Buyer Id - Id de l'acheteur hs610
Telephone No. - N° de téléphone (873) 469-3390 ()	FAX No. - N° de FAX () -	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

This amendment is raised to make the following revision to the RFSO:

Delete:

1.2 Summary

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of All Terrain Vehicles (ATV's) to Authorized Users, on an as-and-when requested basis, from October 1, 2018 up to and including September 30, 2019.

Below is a list of provinces and territories who have shown an interest in making call-ups against the Standing Offer. Only Authorized Users will be authorized to issue call-ups against the NMSO. The following are Authorized Users:

- Northwest Territories
- Yukon
- New Brunswick
- Newfoundland and Labrador
- Alberta
 - City of Calgary
 - City of Edmonton
- Ontario
 - City of Toronto
 - City of Ottawa
- Manitoba

Any resulting Standing Offer shall be for delivery requirements to locations within Canada, including locations within Comprehensive Land Claims Settlement Areas (CLCSA's).

Insert:

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- Alberta
 - City of Calgary (Optional User)
 - City of Edmonton (Optional User)
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 - City of Toronto (Optional User)
 - City of Ottawa (Optional User)
- Manitoba

Any resulting Standing Offer shall be for delivery requirements to locations within Canada, including locations within Comprehensive Land Claims Settlement Areas (CLCSA's).

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1.6 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

The following entity is listed as an optional User:

- City of Toronto

Insert:

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Delete:

6.6 Authorized Users

Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any 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.

Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

The following entity is listed as an optional User:

- Northwest Territories
- Yukon
- New Brunswick
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The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

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All other Terms and Conditions remain