



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

The solicitation closing date is revised to: September 21, 2018.

In the following clause:

**Remove:** New Brunswick

**Insert:** Prince Edward Island

## 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 (Optional User)
  - City of Edmonton (Optional User)
- Ontario
  - 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).

In the following clause:

**Remove:** New Brunswick

**Insert:** Prince Edward Island

## 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
- Newfoundland and Labrador
- Alberta
  - City of Calgary (Optional User)
  - City of Edmonton (Optional User)
- Ontario
  - City of Ottawa (Optional User)
  - City of Toronto (Optional User)
- Manitoba

### **Disclosure of information – Optional Users**

**“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 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”).

In the event that an Optional User contacts the Offeror to purchase some of 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 Offeror. The Contractor 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.

All other Terms and Conditions remain