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Bid Receiving Public Works and Government
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See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA
Alberta

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Public Works and Government Services
Canada/Travaux publics et Services
gouvernementaux Canada
Harry Hays Building (HHB)
Room 759, 220-4th Avenue SE
Calgary
Alberta
T2G 4X3

Title - Sujet Medical Gases	
Solicitation No. - N° de l'invitation ET959-201836/B	Date 2020-08-05
Client Reference No. - N° de référence du client ET959-201836	Amendment No. - N° modif. 001
File No. - N° de dossier CAL-9-42091 (140)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$CAL-140-7081	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2020-07-17	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-13	
Address Enquiries to: - Adresser toutes questions à: Saboungi, Rana	Buyer Id - Id de l'acheteur cal140
Telephone No. - N° de téléphone (403) 680-8394 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein	
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	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<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 being raised to make the following changes to solicitation ET959-201836/B:

1. On Page 5 of 48, 1.2 Summary

DELETE

1.2 Summary

Canada has a requirement to establish a Regional Master Standing Offer for the supply of Medical Gases to Authorized Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- *Province of Manitoba, including the following optional users:*
 - *University of Manitoba, MB*
 - *Red River Community College, MB*
 - *Cancer Care Manitoba, MB*
- *Province of Alberta, including the following optional users:*
 - *City of Calgary, AB*
 - *City of Lethbridge, AB*
 - *City of Edmonton, AB*

Only Authorized Users will be authorized to issue call-ups against this RMSO.

INSERT

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2. On Page 15 of 48, PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

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.

- *Province of Manitoba, including the following optional users:*
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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) as necessary, 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.

INSERT

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Buyer ID - Id de l'acheteur
ca1140
CCC No./N° CCC - FMS No./N° VME

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ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.