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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

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

Vehicles & Industrial Products Division
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

Title - Sujet NMSO Commercial Tires	
Solicitation No. - N° de l'invitation E60HP-21COMT/A	Date 2021-10-18
Client Reference No. - N° de référence du client E60HP-21COMT	Amendment No. - N° modif. 001
File No. - N° de dossier hp916.E60HP-21COMT	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-916-80427	
Date of Original Request for Standing Offer 2021-09-23	
Date de la demande de l'offre à commandes originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-10-25 Heure Avancée de l'Est HAE	
Address Enquiries to: - Adresser toutes questions à: Paravan, Tony	Buyer Id - Id de l'acheteur hp916
Telephone No. - N° de téléphone (613) 296-9781 ()	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	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		

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This Solicitation Amendment is raised to make the following changes:

1.

Ref: PART 1 General Information

Delete: 1.2 Summary in it's entirety.

Insert: 1.2 Summary

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of commercial tires to Authorized Users.

These Authorized Users include:

- a. Any Federal Government Department, agency or Crown corporation;
- b. Certain Canadian Provinces and Territories including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH). Below is a list of provinces, territories and MASH entities who have shown interest in making call-ups against the Standing Offer:
 - **The Government of the Province of British Columbia**
 - **The Government of the Province of Saskatchewan**
 - **The Government of the Yukon Territory**
 - **The Government of the Northwest Territories**
 - **The Government of the Province of Newfoundland & Labrador including:**
 - Nalcor Energy (Hydro)
 - **The Government of the Province of Prince-Edward Island including:**
 - University of Prince-Edward Island
 - **The Government of the Province of Nova-Scotia including:**
 - St. Francis Xavier University
 - Municipality of East Hants
 - Chignecto-Central Regional Centre for Education
 - Municipality of the County of Inverness
 - South Shore Regional Centre for Education
 - Tri-County Regional Centre for Education
 - Saint Mary's University
 - Mount Saint Vincent University
 - Annapolis Valley Regional Centre for Education
 - Town of New Glasgow
 - Conseil scolaire acadien provincial
 - Municipality of Shelburne
 - Cape Breton-Victoria Regional Centre for Education
 - Municipality of the District of Chester
 - Town of Truro

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- Dalhousie University
- Halifax Regional Water Commission
- Acadia University
- Town of Kentville

- **The Government of the Province of New-Brunswick including:**
 - City of Saint John
 - City of Moncton

- **The Government of the Province of Alberta including:**
 - City of Calgary
 - City of Edmonton
 - City of Lethbridge

- **The Government of the Province of Manitoba including the following Optional Users:**
 - Manitoba Hydro
 - Manitoba Liquor and Lotteries
 - Vehicles and Equipment Maintenance Agency (VEMA)
 - Frontier School Division
 - St. James-Assiniboia School Division
 - RM of Mountain
 - RM of Rockwood
 - RM of Springfield
 - City of Winkler
 - Prairie Mountain Health
 - Southern Health
 - Interlake Eastern Regional Health Authority
 - Northern Regional Health Authority
 - Winnipeg Regional Health Authority
 - Shared Health Manitoba
 - CancerCare Manitoba
 - RM of Cornwallis
 - City of Winnipeg
 - Town of Teulon
 - Red River College
 - University of Manitoba
 - Hamiota Municipality
 - Sunrise School Division
 - RM of Rosser
 - City of Brandon
 - Lord Selkirk School Division
 - Winnipeg School Division
 - RM of Elton
 - University of Winnipeg

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• **The Government of the Province of Ontario including the following Optional Users:**

- Ontario Provincial Police
- Hydro One
- City of Toronto
- Northumberland County
- County of Peterborough
- City of London
- Town of The Blue Mountains
- Township of Blandford-Blenheim
- University of Toronto
- Town of Oakville
- City of Kawartha Lakes
- Ornge
- Township of Strong
- RM of Durham
- City of Mississauga
- Town of Huntsville
- County of Essex
- Carleton University
- City of North Bay
- Township of West Lincoln
- Grey County
- Township of Malahide
- Town of Collingwood
- Township of Georgian Bay
- Toronto Police Service
- Christian Horizons

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

Optional Users are not authorized to issue call-ups against this NMSO.

2.

Ref: PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

PART A - STANDING OFFER

Delete: 6.6 Authorized Users in it's entirety.

Insert: 6.6 Authorized Users

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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. Optional Users are not authorized to issue call-ups against this standing offer.

- **The Government of the Province of British Columbia**
- **The Government of the Province of Saskatchewan**
- **The Government of the Yukon Territory**
- **The Government of the Northwest Territories**
- **The Government of the Province of Newfoundland & Labrador including:**
 - Nalcor Energy (Hydro)
- **The Government of the Province of Prince-Edward Island including:**
 - University of Prince-Edward Island
- **The Government of the Province of Nova-Scotia including:**
 - St. Francis Xavier University
 - Municipality of East Hants
 - Chignecto-Central Regional Centre for Education
 - Municipality of the County of Inverness
 - South Shore Regional Centre for Education
 - Tri-County Regional Centre for Education
 - Saint Mary's University
 - Mount Saint Vincent University
 - Annapolis Valley Regional Centre for Education
 - Town of New Glasgow
 - Conseil Scolaire Acadien Provincial
 - Municipality of Shelburne
 - Cape Breton-Victoria Regional Centre for Education
 - Municipality of the District of Chester
 - Town of Truro
 - Dalhousie University
 - Halifax Regional Water Commission
 - Acadia University
 - Town of Kentville
- **The Government of the Province of New-Brunswick including:**
 - City of Saint John
 - City of Moncton

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- **The Government of the Province of Alberta including:**
 - City of Calgary
 - City of Edmonton
 - City of Lethbridge
- **The Government of the Province of Manitoba including the following Optional Users:**
 - Manitoba Hydro
 - Manitoba Liquor and Lotteries
 - Vehicles and Equipment Maintenance Agency (VEMA)
 - Frontier School Division
 - St. James-Assiniboia School Division
 - RM of Mountain
 - RM of Rockwood
 - RM of Springfield
 - City of Winkler
 - Prairie Mountain Health
 - Southern Health
 - Interlake Eastern Regional Health Authority
 - Northern Regional Health Authority
 - Winnipeg Regional Health Authority
 - Shared Health Manitoba
 - CancerCare Manitoba
 - RM of Cornwallis
 - City of Winnipeg
 - Town of Teulon
 - Red River College
 - University of Manitoba
 - Hamiota Municipality
 - Sunrise School Division
 - RM of Rosser
 - City of Brandon
 - Lord Selkirk School Division
 - Winnipeg School Division
 - RM of Elton
 - University of Winnipeg
- **The Government of the Province of Ontario including the following Optional Users:**
 - Ontario Provincial Police
 - Hydro One
 - City of Toronto
 - Northumberland County
 - County of Peterborough

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- City of London
- Town of The Blue Mountains
- Township of Blandford-Blenheim
- University of Toronto
- Town of Oakville
- City of Kawartha Lakes
- Ornge
- Township of Strong
- RM of Durham
- City of Mississauga
- Town of Huntsville
- County of Essex
- Carleton University
- City of North Bay
- Township of West Lincoln
- Grey County
- Township of Malahide
- Town of Collingwood
- Township of Georgian Bay
- Toronto Police Service
- Christian Horizons

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”).

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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.