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Travaux publics et Services gouvernementaux
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**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

Ce document comporte des exigences relatives à la sécurité.

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet Services d'opération et techniques	
Solicitation No. - N° de l'invitation T8127-200020/B	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client T8127-200020	Date 2021-11-05
GETS Reference No. - N° de référence de SEAG PW-SMTB-005-16277	
File No. - N° de dossier MTB-0-43118 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-11-16 Heure Normale de l'Est HNE	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hivon, Michèle	Buyer Id - Id de l'acheteur mtb005
Telephone No. - N° de téléphone (514) 607-4952 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

N° de l'invitation - Sollicitation No.
T8127-200020/B

N° de la modif - Amd. No.
006

Id de l'acheteur - Buyer ID
MTB005

N° de réf. du client - Client Ref. No.
T8127-2-00020

File No. - N° du dossier
MTB-0-43118

N° CCC / CCC No./ N° VME - FMS

**OPERATION AND TECHNICAL SERVICES FOR TRANSPORT CANADA
MOTOR VEHICLE TEST CENTER (MVTC)
BLAINVILLE, QUEBEC.**

AMENDMENT 006

THE REQUEST FOR PROPOSAL DOCUMENT IS MODIFIED AS MENTIONED BELOW

- 1 Closing date for the above mentioned project has been postponed until November 16th 2021, 2:00pm
- 2 **Bid Financial Security**
Bid bond form PWGSC-TPSGC 504: replace by the one attached.
- 3 **Question 009**
Request for Proposal

We request that the Canada guarantee the Contractor a minimum annual test income from the compliance programs of \$1,000,000\$ (compliance program according to Annex A section 3.7) and a minimum annual test income from the research program of \$2,000,000\$ (compliance program according to Annex A section 3.8 and section 3.9).

Answer:

Modification of the Request for proposal, insert clause 7.1.1.4

Part 7 – Resulting Contract Clauses

7.1.1.4 Minimum Work Guarantee - All the Work - Task Authorizations for all programs: Compliance program and Research: Crash avoidance and Research: Crashworthiness

1. In this clause,
"All programs" means: Compliance program and Research: Crash avoidance and Research: Crashworthiness;
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum for all programs Value" means \$1,200,000.00 (excluding taxes).
- 2 Canada's obligation under the Contract is to request Work through Task Authorizations for all programs in the amount of the Minimum for all programs Value or, at Canada's option, to pay the Contractor at the end of each Contract year in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work through Task Authorizations for all programs in the amount of the Minimum for all programs Value during the period of one the Contract year, Canada must pay the Contractor the Minimum for all for programs Value.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

N° de l'invitation - Solicitation No.
T8127-200020/B

N° de la modif - Amd. No.
006

Id de l'acheteur - Buyer ID
MTB005

N° de réf. du client - Client Ref. No.
T8127-2-00020

File No. - N° du dossier
MTB-0-43118

N° CCC / CCC No./ N° VME - FMS

5. Minimum for all programs Value will be adjusted annually on the start date of each new Contract year based on the annual average percentage increase (decrease) in the monthly index of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted), published by Statistics Canada for the Province of Quebec, for the 12-month (see example below) period ending three (3) months prior to the new Contract year start date.

Table : 18-10-004-01 Consumer Price Index, monthly, not seasonally adjusted :
[Consumer Price Index, monthly, not seasonally adjusted \(statcan.gc.ca\)](http://statcan.gc.ca)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED



Bond Number _____

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called the Principal, and _____ as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Oblige, hereinafter called the Crown, in the amount of;

\$ 250,000

lawful money of Canada, for the payment of which sum, well and truly to be made,

the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, _____.

WHEREAS, the Principal has submitted a written tender to the Crown,

dated the _____ day of _____, _____, for

(Insert description and work location)

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period be specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
- (b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in the bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Note: Affix Corporate seal if applicable.

Principal

Witness

Surety