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Travaux publics et Services gouvernementaux
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NA
Québec
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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

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 DP Ceva Services d'op. et techniques de CEVA de TC à Blainville	
Solicitation No. - N° de l'invitation T8127-200020/D	Amendment No. - N° modif. 011
Client Reference No. - N° de référence du client T8127-200020	Date 2022-10-07
GETS Reference No. - N° de référence de SEAG PW-\$MTP-555-16487	
File No. - N° de dossier MTP-0-43118 (555)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-10-27 Heure Avancée de l'Est HAE	
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: Mirfatahi, Kaveh	Buyer Id - Id de l'acheteur mtp555
Telephone No. - N° de téléphone (514) 260-4106 ()	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

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MTP555

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File No. - N° du dossier
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CCC No./N° CCC - FMS No./N° VME

Project Title

Operation and technical services for Transport Canada Motor Vehicle Test Centre (MVTC) Blainville, Quebec

This amendment answers bidders' questions and makes changes to the Request for Proposal (RFP).

The above mentioned RFP is hereby amended as follows:

A. Answer the following bidders' questions:

Question 1:

In response to Answer 1 of Amendment 7, hearing your answer, I would like to clarify my question. I withdraw my request about the Firm Monthly Price and any Price for Firm Price Tests. I reiterate that the contractor must be able to consider brokerage fees and customs duties as "material costs + mark-up" in the same way as delivery costs for the purchase of materials and equipment because these costs are directly related to the purchase, repair or calibration of MVT equipment.

We ask you to revise your response.

Answer 1:

Brokerage fees for custom entries and custom duties shall be treated like all other fees related to the acquisition of material by the Contractor; that is refunded as a cost recoverable plus percentage that includes administration and profit.

Question 2:

Regarding the changes to the RFP in Appendix A of amendment 7, please confirm that any corrections with your responses that include "Replace with" are changes to the RFP or Appendix A by formally specifying it.

Answer 2:

We confirm that the changes that are part of the answers in Appendix A to Amendment 7 of the RFP are effectively formal changes to the RFP.

Question 3:

Regarding Answer 1 of Amendment 8, please specify whether the sections in red in the diagram will be closed before the start of the contract scheduled for July 1, 2023. If the answer is none, what does Canada plan to do with this unclosed section and according to what timeline?

Answer 3:

The sections in red will not be fenced before July 1, 2023. Note that to date no deadline has been set for completing these sections.

Question 4:

Regarding Answer 1 of Amendment 8, please specify if the sections in red forming a triangle with a section in yellow and another in black on your diagram if those are occupied by residents of the City of Blainville.

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If yes, please detail their occupation (e.g. garden, vegetable garden, culvert, swimming pool).

If yes, please indicate whether these residents are notified that the land they occupy belongs to Transport Canada's MVTC and whether Transport Canada intends to notify these residents to cease their occupation before July 1, 2023.

Answer 4:

Canada will take steps toward informing residents and updating a land survey.

Question 5:

Regarding Answer 1 of Amendment 8, please provide the most recent environmental study on the triangular area mentioned above in order to assess the risks associated with the inclusion of this land in the subsequent contract.

Answer 5:

The document will be available following contract award.

Question 6:

Regarding Answer 1 of Amendment 8, please confirm that all responses to this question and additional questions on the same topic will be included in the Request for Proposal to form part of the subsequent contract between the Contractor and Canada.

Answer 6:

We confirm that the answers provided will be incorporated in the resulting contract clauses

Question 7:

Regarding Answer 2 of Amendment 8, please clarify that the contractor is not responsible for any damage caused to the facilities and equipment of the MVTC by the non-TC owned assets and that Transport Canada will claim directly from these two asset owners without contractor intervention.

Answer 7:

The liability of party will be determined by law based on facts.

Please consult Answer 2 of Amendment 8, regarding the Contractor's obligations under the Contract concerning the non-TC owned assets.

Further, please consult the SACC General Conditions 2035 (2022-05-12), section 24, which states that "the Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party."

Question 8:

Regarding Answer 2 of Amendment 8, for tasks that the contractor may have to perform due to the presence of these two structures, please confirm the billing method applicable to them.

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Answer 8:

Such tasks should be considered in the 5.0 Site Maintenance 5.6.1 Provide baseline preventative maintenance.

Question 9:

Regarding Answer 2 of Amendment 8, please confirm that all of your responses to this question and additional questions on the same topic will be included in the Request for Proposal to form part of the subsequent contract between the Contractor and Canada.

Answer 9:

We confirm that the answers provided will be incorporated in the resulting contract clauses.

Question 10:

Regarding the Additional references and details for testing CMVSS standards document in Amendment 9, please indicate whether this document has been added to Appendix A of the RFP or Appendix B of the RFP.

Answer 10:

The document is added to Annex A.

Question 11:

Regarding the answers to questions 6 to 15 in Amendment 9, please confirm that all of your responses to this question and additional questions on the same topic will be included in the Request for Proposal to form part of the subsequent contract between the Contractor and Canada.

Answer 11:

We confirm that the answers provided will be incorporated in the resulting contract clauses.

Question 12:

Regarding article 5.6.4 of Annex A – Statement of Work, please indicate whether the Contractor may cease to retain the services of the Canadian Corps of Commissionaires if the Contractor is not satisfied with the services received. The contractor must have an alternative in order to meet the contractual requirements and this alternative should be included in Appendix A.

Answer 12:

If, in the administration of the Canadian Corps of Commissionaires, performance issues should arise, the contractor must communicate with TC's technical authority. The contractor will have to inform TC of the issue in detail. Following this, TC and the contractor will determine a solution to resolve the issue.

Question 13:

Regarding articles 7.10.1 and 7.10.2 of the RFP, please specify which tables, including each of the rows, in Annex B will be billable with or without task authorization by specifying it in each of the subsections (7.10.1 or 7.10.2).

Answer 13:

Please see the "Notes" in the Task and Deliverable References document of Amendment 5.

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Question 14:

Regarding article 7.10.1 of the RFP, 7.10.1 Billing Instructions Excluding Task Authorizations.

For the tables, including each of the rows, in Annex B that will be billable **without task authorization**, please validate if paragraph 4. applies because, in our view, only services rendered on an annual lump sum basis are covered by this paragraph.

Answer 14:

Paragraph 4 in the French version of the RFP has been removed, as indicated in the change in the French version of this amendment.

Question 15:

Regarding article 7.10.1 of the RFP, 7.10.1 Billing Instructions Excluding Task Authorizations.

For these annual lump sum services, there is no list of "work identified on the claim". Please review the concept of completed work as this would mean that the contractor would only be able to invoice Canada at the end of each of the years in the contract.

Answer 15:

Paragraph 4 in the French version of the RFP has been removed, as indicated in the change in the French version of this amendment.

Question 16:

Regarding articles 7.10.1 and 7.10.2 of the RFP, we ask that the text be revised to allow the contractor to invoice Canada on a monthly basis, depending on the fixed price divided by 12 months or according to the progress of the work required in the task authorization.

Answer 16:

It is indicated in 7.10.1 that "Payments will be done once a month or more.

Each project, if applicable, requires a separate invoice."

For the Task Authorizations referred to in 7.10.2, please refer to 7.9.3 Payment terms for Task Authorizations.

ALL OTHER TERMS AND CONDITIONS OF THE RFP REMAIN UNCHANGED.