



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Bid Receiving/Réception des sousmissions
Procurement & Contracting Services
c/o Commissionaires, F Division
6101 Dewdney Ave
Regina, SK S4P 3K7

Fax No. - No de FAX:
(306) 780-5232

**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: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet: Architectural and Engineering Services – New Detachment and Storage Garage, Rosthern, Saskatchewan		Date : 15 May 2024
Solicitation No. – N° de l'invitation M5000-23-4451/A		Amendment No. – N° de la modification 003
Client Reference No. - No. De Référence du Client 202304451		
Solicitation Closes – L'invitation prend fin		
At /à :	2 :00 PM	CST (Central Standard Time) HNC (Heure Normale du Centre)
On / le :	22 May 2024	
Incoterms 2010 "DDP Delivered Duty Paid" See herein — Voir aux présentes	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Teresa Hengen, Procurement Officer		
Telephone No. – No. de téléphone 639-625-3449	Facsimile No. – No. de télécopieur 306-780-5232	

Delivery Required – Livraison exigée N/A	Delivery Offered – Livraison proposée N/A
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:	
Telephone No. – No. de téléphone	Facsimile No. – No. 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



This amendment is raised to address the following:

Question 26 – Upon review of R1240D GC 7.1(b), the provision states that services may be taken out of the hands of the Consultant if they fail to perform any of their obligations of the Contract. Would Canada consider qualifying the provision to state services will only be taken out of the hands of the Consultant for failing to perform any “material obligations”? The qualification of material obligation will ensure services are only removed from the Consultant if they fail to perform any serious obligations that will have a serious impact on the services, as opposed to those that may not affect the outcome of the services.

R: R1240D GC 7.1(b) of the Request for Proposal remains as written.

Question 27 – Upon review of R1230D, GC5.3 includes payment terms that are not compliant with the prompt payment provisions of the *Federal Prompt Payment for Construction Work Act* (the “**Act**”). May Canada please advise if the payment terms of the Agreement once finalized will be revised to ensure compliance with the Act?

R: The Federal Prompt Payment for Construction Work Act will be adhered to for applicable contracts and standing offers, in accordance with pending advice and guidance provided from Public Services and Procurement Canada (PSPC) to federal government departments.

Question 28 – Upon review of the general conditions and supplementary conditions of the RFP, there is no mutual waiver of consequential damages. Would Canada consider including a mutual waiver of consequential, incidental, punitive and special damages? This will allow both Canada and the Consultant to limit their liability to each other to direct damages only. A mutual waiver of consequential damages is a standard industry clause that provides an equal contractual benefit to both parties as these claims are uninsurable and can become quite costly. As such, a mutual waiver is included in the Canadian Standard Form of Contract for Architectural Services due to the benefit it provides both contracting parties.

R: The Request for Proposal will not be revised to include any mutual waiver of consequential, incidental, punitive or special damages.

Question 29 – Upon review of the general conditions and supplementary conditions of the RFP, a total limit of liability is not specified for the Consultant. A limit of liability for the Consultant is a standard industry clause that is and is contained in the Canadian Standard Form of Contract for Architectural Services. As such, would Canada please advise if they would consider the inclusion of a limit of liability for the successful proponent?

R: The Request for Proposal will not be revised to include any limitations of liability.

Question 30 - For the Mandatory requirement it states: Proof of licensing/certifications/ authorizations should be provided with submission of bid or must be provided prior to contract award. If proof is not provided, the Contracting Authority will inform the Proponent and the Proponent will have three (3) days upon request to provide proof. Failure to provide the documentation within the time frame specified will render the bid non-responsive.

Please confirm if licensing proof must be submitted with proposal.

R: As per 2. MANATORY REQUIREMENTS, M 1.2.1 proof of licensing can be included with the bid submission or will have three (3) days upon request from the Contracting Authority to provide proof.



Question 31: I see that an addendum has been issued. This document makes references to “Amendment #1 (attached) in a few places.”

Could you confirm whether there is a second document that goes along with Addendum 1? There is only one item available for download.

R: This reference is to pages 7 – 10 of Amendment No. 001.