

AMENDMENT 2

Request for Proposal (RFP) for Chiller Maintenance Services,
Lethbridge Research and Development Centre

Solicitation Number: 01R11-24-C011

This amendment is issued to make changes to the RFP document as follows:

Under **Part 7 - "Resulting Contract Clauses"**,

DELETE: Section 7.7 "Payment" in its entirety and,
REPLACE WITH:

7.7.1 Basis of Payment

1) Scheduled Work (Items 1 to 3 of Annex B)

For the Work described in Section 3.4 of Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid Firm Lot Price(s) for a cost of \$_____ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

2) Task Authorization Work – Unscheduled Work (Items 4 to 6 of Annex B)

The Contractor will be paid for the Work specified in the authorized task authorization:

Canada's liability to the Contractor under the authorized task authorization must not exceed the Ceiling Price specified in the authorized task authorization. Custom duties are included and Applicable Taxes included.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

ALL OTHER TERMS AND CONDITIONS OF THE RFP DOCUMENT REMAIN UNCHANGED.