



631-2012 ADDENDUM 4

REQUEST FOR PROPOSAL FOR FOR PROFESSIONAL CONSULTING SERVICES FOR COMMUNITY GREENHOUSE GAS INVENTORY, FORECAST, AND EMISSION REDUCTION OPPORTUNITIES ASSESSMENT

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL

ISSUED: October 5, 2012
BY: Coleen Groening
TELEPHONE NO. (204) 986-2491

THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: Ar20120228

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, October 12, 2012

PART C – GENERAL CONDITIONS

Revise: C7.2 to read: The Consultant shall perform, to the satisfaction of the Project Manager, all Services of every kind, either expressed or implied **which would be reasonably expected by any like Consultant to be included in the Services and part of the Project**, including those identified in the Scope of Services, as well as any Change in Services.

Revise: C9.11 to read: During the course of this Contract, the Consultant may acquire access to information concerning the City that is confidential. The Consultant shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Contract, any confidential information of the City of which the Consultant has been or hereafter becomes informed, whether or not developed by the Consultant, including without limitation, information pertaining to this Project and the resulting report, if any, to be provided. This clause shall not apply to information the Consultant may necessarily be required to disclose or use in connection with the Services which it is obligated to perform under this Contract or as required by law, **or, upon written notice to the City, information that is reasonably required to be disclosed by the Consultant in the defense of any claim, or information which becomes known to the public through no fault of the Consultant.**

Revise: C10:13 to read: Payment of undisputed amounts shall be made within 30 days of receipt of the Consultant's invoice. If such amounts remain unpaid for 90 days, the Consultant shall have the right to suspend the Consultant's Services or terminate the Contract without prejudice. Notwithstanding the foregoing, the City agrees that it will pay the Consultant for any portion of the invoice that the City feels, in its reasonable discretion, is not in dispute, within 30 days of receipt of the Consultant's invoice. If that undisputed portion remains unpaid for 90 days, the Consultant shall, upon seven (7) Business Days' written notice to the City as to their intension to suspend Services or terminate the Contract under this provision, have the right to suspend the Consultant's Services or terminate the Contract, without prejudice

PART D – SUPPLEMENTAL CONDITIONS

Revise: D8.3 to read: The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary, **to the extent of the Consultant's negligence**, without any right of contribution from any insurance otherwise maintained by the City