



402-2019 ADDENDUM 1

REPLACEMENT OF OUTDOOR HOCKEY RINK 115 SANFORD FLEMING ROAD

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE
TENDER**

ISSUED: May 30, 2019
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**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE TENDER AND SHALL FORM A PART
OF THE CONTRACT DOCUMENTS**

Template Version: A20190115

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Tender, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

- Add: B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D22. Any such costs shall be determined in accordance with D22.

- Add: B17.6 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D22 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

- Add: B18 **CONFLICT OF INTEREST AND GOOD FAITH**

- Add: B18.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- Add: B18.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
 - (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;

that could or would be seen to:

 - (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
 - (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or

- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

Add: B18.3

In connection with its Proposal, each entity identified in B18.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

Add: B18.4

Without limiting B18.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

Add: B18.5

Without limiting B18.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (d) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (e) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (f) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B18.4 to avoid or mitigate a Conflict of Interest; and
- (g) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

Add: B18.6

The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.