



**TENDER ADDENDUM**

**Snow Removal and Ice Maintenance Services on the Rideau Canal Skateway  
SS009**

**June 30, 2022**

**ADDENDUM No. 2**

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The present addendum is raised to extend solicitation period and answer the questions below.

This shall be read in conjunction with and shall form an integral part of the Tender / Proposal and Agreement Documents:

**Under Page 1 of RFP SS009 – Snow Removal and Ice Maintenance Services of the Rideau Canal Skateway:**

**Delete:**

BID CLOSING/CLÔTURE DE L'OFFRE: July 4, 2022 at 3 p.m. Ottawa time

**Insert:**

BID CLOSING/CLÔTURE DE L'OFFRE: **July 7, 2022 at 3 p.m.** Ottawa time

**Question 12:**

Does the NCC have an umbrella insurance policy for the daytime operations? and if so, is the contractor supported by that insurance?

**Answer 12:**

No, the NCC is not covered by an umbrella insurance policy for Rideau canal skateway operations. Please refer to clause 26 in the General Conditions section regarding the contractor's liability and insurance requirements.

Additional information pertaining to Contractor liability added to the General Conditions:

(a) The Contractor's liability is limited to snow removal and ice maintenance or "Work" as defined in the Statement of Work, including liability arising out of the Contractor's activities in executing the Work.

(b) The Contractor is not responsible for the operations of the Rideau Canal Skateway. The determination to open (make operational) or close all or part of the RCS is/are decisions to be taken solely by the NCC (as operators).

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(c) In respect of claims arising out of people coming onto the ice, the Contractor will only be liable to the extent of its negligence in the performance of the Work.

**Question 13:**

In order to guarantee a lowest bid by the contractor, does the NCC allow to renegotiate when inflation hits the roof like it did last two seasons? If well detailed, can the NCC add a provision for fuel surcharge or labor surcharge?

**Answer 13:**

Bidder must account for inflation within each future year indicated in the price grid. The NCC cannot include a provision for fuel surcharge or labour surcharge, but the NCC will allow for negotiation in cases of Force Majeure.

The following Force Majeure clause is added to the General Conditions:

**Definition:** “Force Majeure” means any of the following events which (i) prevents the performance by the Contractor of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of the Contractor: acts of God, earthquakes, tidal waves, hurricanes, windstorms of extreme violence or intensity, other exceptional climatic condition of extreme violence or intensity, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of Utilities, strikes or other labour disruptions, shortage of and inability to procure labour, materials and supplies (after best efforts have been made by the Contractor to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities.

With respect to: partial or entire failure of Utilities, strikes or other labour disruptions, shortages of and inability to procure labour, materials and supplies, or orders, legislation, regulations and directives of any governmental authorities, an increase in the cost on an annual basis of any such factor of less than twenty-five per cent (25%) compared to the amount budgeted for such factor in any approved payment schedule, or a delay of less than two weeks in the time for performance of any services required under the Contract, shall be deemed not to be, and shall not be claimed to constitute an event of Force Majeure.

a) Subject to the provisions of b) where the performance of an obligation of the Contractor is subject to Force Majeure as defined above, then the date or period for performance of the obligations set out in such provision shall be extended by the period of any delay caused by Force Majeure and the party so delayed shall satisfy such obligation immediately after the Force Majeure ceases to affect the performance of the obligation. An event of Force Majeure shall only extend the time period for performing an obligation if the particular matter which, or matter which together with other matters, is the subject of the Force Majeure, is the primary cause of the delay and is a matter on the critical flow path of such process as is being delayed, so that other matters cannot be done or work cannot be performed during the period of the existence of the Force

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b) In certain circumstances, the delay of the performance of an obligation due to an event of Force Majeure may result in a loss to the NCC of all or substantially all of the value attributable to such performance. Where one of a series of periodic services is delayed, the eventual resumption of performance means that the Contractor's obligations have effectively been reduced with no corresponding savings to the NCC. In such circumstances, the NCC shall have the right to deliver notice in writing to the Contractor relieving it of the obligation to perform the affected service or services, and the NCC shall also have the right to set-off from the Fixed Fee of the Contract an amount equal to the value of any such obligations of the Contractor.

**Question 14:**

Will the NCC accept a security deposit as a form of tender security?

**Answer 14:**

The NCC will accept a security deposit as tender (bid) security via an electronic wire transfer as an alternative to a bid bond. Bidders who wish to issue an electronic wire transfer as tender security must notify Senior Contracting Officer, Stacy Semé, in advance of bid closing to request wire transfer instructions.

All other terms and conditions remain the same.

Stacy Semé  
Senior Contract Officer  
Procurement Services  
Corporate Services Branch