



**TENDER ADDENDUM**

**Professional Services for the LeBreton Flats Plan of Subdivision  
SS013**

**December 21, 2022**

**ADDENDUM No. 1**

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

The following points in the RFP package have been modified as below:

**1. Correction to CanadaBuys page:**

Tender Closing Date and Time:

February 1, 2023 at 3:00 p.m. Eastern Standard Time (EST)

**2. Under Part 5- Resulting Contract Clauses**

**Delete in its entirety: 5.7 Insurance**

**Insert:**

**5.7 Insurance**

5.7.1 The Contractor must have and maintain in effect throughout the duration of this Contract a comprehensive Public Liability and Property Damage in an amount of not less than \$2,000,000.00 per occurrence and Professional Error and Omissions Liability Insurance in the amount of \$ 1,000,000.00 and that is otherwise satisfactory to the NCC.

5.7.2 The NCC reserves the right to cancel this Contract at any time if the NCC has not received a copy of the certificate of insurance naming the NCC as additional insured prior to the performance of any other obligation under this contract, in which event the contract shall be null and void.

5.7.3 Certificates of such insurance, see Annex "A" - Certificate of Insurance shall be submitted to the NCC prior to award of contract

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**3. Under 5.11- Authorities**

**Delete in its entirety: 5.11.1** – Senior Contract Officer

**Insert:**

5.11.1 NCC Senior Contract Officer is:

Emilie Scheckman  
National Capital Commission  
40 Elgin Street, Suite 202  
Ottawa, ON K1P 1C7  
Telephone: 343-552-5976  
Email: [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca)

The Senior Contract Officer is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing the appropriate NCC delegated Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Senior Contract Officer.

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**Question #1:**

Regarding conflict of interest for bidders (consultants and/or subconsultants) who are currently doing work, have done work in the past, and in the future may do work that relates to LeBreton Flats for the NCC or other parties, are they eligible to submit a proposal for this RFP?

**Response #1:**

Interested bidders should refer to *Section 2.16 Conflict of Interest – Unfair Advantage* for instances when conflict of interest and unfair advantage are considered. The NCC does not consider a bidder’s work for a third party a conflict of interest with regard to this RFP. In addition, the NCC does not consider a potential bidder’s past work on LeBreton Flats for the NCC, such as plans and reports, a situation of conflict of interest.

For the successful bidder of this RFP and future work, refer to clauses 5.17 and 5.18 of the RFP on conflict of interest. The NCC is unable to determine if this contract could create an actual or perceived conflict with regard to future NCC procurement processes relating to LeBreton Flats; however, bidders should carefully consider if, as the result of their work on the contract, they will have privileged information that would provide an advantage to them in a competitive procurement process. If a bidder believes they may be in this situation, they should declare this to the NCC at the time of a future bidding process. This would enable the NCC to make a determination of a real or perceived conflict of interest or unfair advantage and

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recommend any appropriate mitigations.

When making a determination of whether or not there is a real or perceived conflict of interest or unfair advantage, the NCC may consider the following non-exhaustive list of factors:

- a. the type of information shared by the NCC with the successful bidder as part of the Contract, and the continued relevance and accuracy of that information;
- b. any pecuniary interest or financial benefit the successful bidder may have in the business of any third party that could create a conflict of interest as a result of the Contract;
- c. the scope of work and requirements of the future procurement processes;
- d. the role, if any, of the successful bidder in preparing future procurements, including content; and/or
- e. the role of the successful bidder within a proponent's team in future procurement processes.

All other terms and conditions remain the same.

Stacy Semé  
Senior Contract Officer  
Procurement Services  
Corporate Services Branch