



1226-2014 ADDENDUM 2

REQUEST FOR PROPOSAL FOR THE PROVISION OF PRIMARY RATE INTERFACE (PRI) SERVICES

URGENT

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

ISSUED: January 27, 2015
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THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: Ar20150105

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 D – SUPPLEMENTAL CONDITIONS

Add: D18. INDEMNITY

D18.1 Further to C16.1, The Contractor shall save harmless and indemnify the City in the amount of two million dollars (\$2,000,000), plus a **maximum** of twice the Contract value against all costs, damages or expenses arising from actions, claims, demands and proceedings by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to the property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

Add: D19. EVENTS OF DEFAULT

D19.1 Further to C17. the City will allow a 30 day cure period to correct any default before the City can enforce its remedies.

QUESTIONS AND ANSWERS

Q1: For Form B: Prices, Section 8, does “fees to transition to new service provider” refer to transition services at the beginning of a contract period to initiate a new service, the end of the contract period to transition to a new service provider, or both?

A1: The Bidder must identify any fees associated with changing service providers at the beginning of the Contract (as termination fees are addressed by D2.5).