



Transport  
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PLACE DE VILLE  
TOWER "C", 330 SPARKS STREET  
OTTAWA, ONTARIO  
K1A 0N5

October 7, 2019

**ADDENDUM NO. 4**

Subject: Request for Proposal No. T8080-190184  
**Economic and social measures protecting the North Atlantic Right Whale (NARW) and the Southern Resident Killer Whale (SRKW)**

Further to the above-mentioned Request for Proposal, this Addendum (#4) is to advise potential bidders of the question received during this tender call to date. Both the question and the response is indicated in the attached Annex A-1.

All other terms and conditions remain unchanged.

**Tenderers are to acknowledge this Addendum by signing in the space provided below and enclosing a copy of this document with their tender submission.**

Yours truly,

**Natasha Blackstein**  
Contracting Specialist  
Materiel and Contracting Services  
Telephone: (343) 550-2321  
Email: [natasha.blackstein@tc.gc.ca](mailto:natasha.blackstein@tc.gc.ca)

**RECEIPT ACKNOWLEDGED**

Name of Company \_\_\_\_\_

Signature \_\_\_\_\_

**Canada**

**Annex A-1.**

- Q1.** The Basis of Payment form (Annex B) requests a total cost for the initial contract period, as well as for each of three Option periods. However, the SOW does not describe any tasks that would occur in Option Years 1, 2, and 3. Is it Transport Canada’s intent for the Bidder to indicate the total proposed cost of conducting a similar analysis as is described in the SOW (Annex A) in each of the three Option periods to evaluate the impacts of the measures in future years 2020, 2021, etc.? Or are the Option years intended to allow for an extension of the work described in Annex “A” beyond the July 2020 deadline if necessary?
- A1.** For subsequent years, an analysis similar to that described in the SOW (Appendix A) should be performed while taking into account existing measures, changes to previous years' measures, or new measures for the reference year. Changes to the measures or new measures are discussed each year with stakeholders. It is understood that only the initial contract includes a review of the analyses and evaluations carried out for the years 2017 and 2018.
- Q2.** In order to properly scope the engagement activities could you please provide the number and locations of the Indigenous Communities and other (if required) engagement activities?
- A2.** Already partially covered by Addendum\_3\_en and Section 4.5 of the SOW. First Nations will be contacted by the Technical Authority according to their availability, willingness to participate, and relevance to the evaluation of the measures reviewed. Approximately six First Nations would be consulted and they are not already identified.
- Q3.** For budgeting purposes, is Transport Canada taking responsibility for all expenses related to the engagement sessions?
- A3.** All costs related to engagement sessions must be include in the bidder proposal because TC is not taking any responsibility for those expenses. If possible, the Bidder should attempt to consult with different stakeholders each year to reduce respondent "fatigue". In some cases, it is understood that the respondents should be the same and the bidder should take steps to minimize the respondent's burden.
- Q4.** This Request for Proposals, in Section 6.7.3 (pg. 28) indicates that the work will be conducted on a Fixed-Price basis. However, the Standard Clauses and Conditions detailed in Section 6.7.2 include a “Limitation of Expenditure” clause (pg. 27) which, we believe, is more appropriate for Time & Material type contracts. Instead, we believe Canada may want to instead use the “Basis of Payment –Firm Price, Firm Unit Price(s) or Firm Lot Price(s)” (C0207C (2013-04-25)). Would Canada consider utilizing this instead?

**A4. Delete: Part 6-Resulting Contract Clauses: Section 6.7.2 Limitation of Expenditure (pg. 27)**

**6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**Insert: Part 6-Resulting Contract Clauses: Section 6.7.2 (pg. 27)**

**6.7.2 Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B" for a cost of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

- Q5.** This Request for Proposals, in Section 6.7.3 (pg. 28) indicates that this work will be conducted on a Fixed-Price basis. However, the Standard Clauses and Conditions detailed in Section 6.7.6 include the "Discretionary Audit" (C0705C (2010-01-11)) clause. According to the recommended use for this clause, it should be used only where a "Limitation of Expenditure" or a "Ceiling Price" clause is included in the contract. Would Canada consider removing this clause?

**A5.** Delete in its entirety: Part 6: Resulting Contract Clauses Section 6.7.6 (pg. 29):

**6.7.6 Discretionary Audit**

C0705C (2010-01-11) Discretionary Audit