

Amendment 003

Question 2.

Industry is being asked to submit a firm fixed price for work that is directly tied to the VARD report. Without an understanding the depth and comprehensiveness of the VARD report, it is difficult to assess the level of effort to validate the report as required by Task 1. Will Canada provide a copy of the VARD report to Bidders?

Answer 2. Yes, we can provide a copy of the report.

Question 3.

If Canada will not provide a copy of the VARD report to Bidders, this would leave VARD with a clear competitive advantage if they were allowed to bid on this work, resulting in an unfair competition. Can Canada confirm that VARD is excluded from bidding on this opportunity.

Answer 3.

We will provide a copy of the VARD Report, however, we will not exclude VARD from bidding.

Question 4.

Could you clarify something for me? Amendment 001 appears to be identical to the original invite letter. Is that correct?

Answer:

There were small changes made throughout the document, some information was updated and there were a few typographical errors corrected.

UPDATE

- Please replace page 48 (Confidentiality Clause) in the RFP with Page 2 below.

CONFIDENTIALITY CLAUSE



Transport
Canada

Transports
Canada

**Re: Request for Proposal T8080-190394
Analysis of ship dismantling, disposal and recycling in Canada**

The Consultant hereby agrees:

- a) Not to reproduce, in any form, any portion of the documentation or demonstration considered proprietary by its Owner except for the purpose of preparing a response to this Request for Proposal.
- b) To hold in strictest confidence all Confidential Information received and agrees not to disclose such information to any Person other than those direct members of the proposal response team as necessary.
- c) To take all precautions in dealing with the Information so as to prevent any unauthorized person from having access to such Confidential Information.
- d) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
- e) it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
- f) must require any proposed subcontractor referred to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The term "Confidential Information" means all information (whether oral, written or computerized) which is identified orally or in writing as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Consultant.

The Contractor agrees that if he/she is in doubt about whether certain information is confidential, he/she shall treat such information as confidential until advised by Transport Canada that it is not confidential. This Confidentiality covenant shall survive the closure of the Request for Proposals and shall remain in full force and effect unless specifically released by Transport Canada.

Supplier's legal name

Signed by its authorized representative and title

Date

Canada