



ADDENDUM # 3

Date: July 17, 2020

Title: Professional Legal Advisory Services in the United Kingdom with a Specialization in U.K. Pensions, Benefits and Employment Law

Solicitation Number: 20-172633-HLDP-AB

The Department of Foreign Affairs, Trade and Development hereby amends, in accordance with this addendum the Request for Proposals (RFP) for the provision of legal advisory services, bearing number 20-172633-HLDP-AB, and dated June 2, 2020. This addendum hereby forms part of the RFP and the purpose is to:

1. Answer questions received related to the RFP
2. Make clarifications to the RFP
3. Extend the "Closing Date"

This addendum is issued prior to receipt of bids to provide for certain revisions to and clarification of the solicitation documents.

QUESTIONS AND ANSWERS

Q8. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

Over the 5-year period there will be 2 projects (scheme closure and buy-out), but otherwise business as usual work.

A8. The focus of this requirement will be on the scheme closure and buy-out however, there could be associated projects that are required with this objective in mind.

DFATD does not recommend that any assumptions be placed on this solicitation process that are not explicitly stated in the solicitation documents. It is the DFATD's intention to follow due process in terms of our employer obligations with regard to any Defined Benefit (DB) plan changes.

Q9. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

There will be no member/employee disputes.

A9. This is unknown at this time, however there may be challenges, which is why we are preparing in advance and want to ensure we follow all due process to avoid disputes.

Q10. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

The DB scheme rules will be straightforward with no unusual amendment power.

A10. This is unknown at this time. The current scheme rules are old, so we cannot confirm at this time if there is anything unusual with regard to amendment powers.



Q11. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

The Trustees will be reasonable and co-operative.

A11. This is unknown at this time.

Q12. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

Other advisers will deal with actuarial and financial advice.

A12. That is correct, DFATD has retained the services of a global benefits company to assist with this project to include actuarial advice.

Q13. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

Contracts of employment do not include any defined benefit pension promise.

A13. This is unknown at this time.

Q14. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

There are no unions involved.

A14. This is correct, however, there is a desire to ensure all due process is followed in terms of the Employer's obligation to consult.

Q15. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

There will be no involvement from tPR.

A15. This is unknown at this time.

Q16. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

A reasonable inflation assumption will be permitted for financial purposes.

A16. As stated in Annex "B" – Basis of Payment, Section B2. "The all-inclusive firm hourly rates will be enforced throughout the entire Contract, including the three (3) irrevocable optional periods of one (1) year each if they are exercised, and will not be subject to future negotiation." Our expectation is that Bidders will quote firm prices for each year of the Contract. It is up to the Bidder to decide what their rates will be for each year.

Q17. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:



No separate process will apply to senior individuals.

A17. This is unknown at this time.

Q18. Further to the addendum received last week, we intent to include the following assumptions – please confirm if they are acceptable:

The work split will be: 20% senior; 50% 7yrs+; 30% junior and 70% pensions; 20% employment; 10% tax.

A18. This is unknown at this time. The resulting work will be executed via the Task Authorization process outlined in section 5.3 of the Draft Contract.

As stated in Part 3 - Bid Preparation Instructions, Section 3.3 Financial Proposal Instructions, the estimated hours provided are for evaluation purposes only. The hours are not a guarantee under the contract. Canada's actual usage may be higher or lower. Canada will be invoiced according to actual usage.

Q19. There are several instances of “Error! Reference source not found.” in the draft contract clauses of the English RFP document only. Is this a mistake?

A19. Yes, this is an error caused by broken links. Please see the amendment to the RFP below that corrects those reference errors for the English RFP document only.

AMENDMENT TO THE RFP

1. On the first Page on the RFP, in the section Proposal Delivery

DELETE:

In order for the Proposal to be valid and accepted, it must be received no later than **14:00 Eastern Daylight Time (EDT) on July 20, 2020** referred to as the “Closing Date”.

INSERT:

In order for the Proposal to be valid and accepted, it must be received no later than **14:00 Eastern Daylight Time (EDT) on July 23, 2020** referred to as the “Closing Date”.

2. In Part 5 – Draft Contract, at section 5.1

DELETE:

b) “Articles of Agreement” means the clauses forming the body of the Contract, without other documents such as the annexes, and the **Error! Reference source not found.**'s proposal;

INSERT:

b) “Articles of Agreement” means the clauses forming the body of the Contract, without other documents such as the annexes, and the Law Firm’s proposal;

3. In Part 5 – Draft Contract, at section 5.1



DELETE:

h) "Instructing Counsel" means the individual designated by that title in section 5.8.3 ("Instructing Counsel") of these Articles of Agreement, or by notice to the **Error! Reference source not found.** pursuant to section 5.8.4 ("Substitutes");

INSERT:

h) "Instructing Counsel" means the individual designated by that title in section 5.8.3 ("Instructing Counsel") of these Articles of Agreement, or by notice to the Law Firm pursuant to section 5.8.4 ("Substitutes");

4. In Part 5 – Draft Contract, at section 5.1.1 Definitions

DELETE:

n) "Project Authority" means the individual identified in section 5.8.2 ("Project Authority") of the Contract, or by notice to the **Error! Reference source not found.** pursuant to section 5.8.4 ("Substitutes").

INSERT:

n) "Project Authority" means the individual identified in section 5.8.2 ("Project Authority") of the Contract, or by notice to the Law Firm pursuant to section 5.8.4 ("Substitutes").

5. In Part 5 – Draft Contract, at Section 5.4.3 Estimate

DELETE:

If the notification is for inadequate contract funds, the **Error! Reference source not found.** must provide to the Project Authority a written estimate for the additional funds required.

INSERT:

If the notification is for inadequate contract funds, the Law Firm must provide to the Project Authority a written estimate for the additional funds required.

6. In Part 5 – Draft Contract, at section 5.8.2 Project Authority

DELETE:

The Project Authority for this Contract is:

TO BE DETERMINED UPON CONTRACT AWARD

The Project Authority is responsible for providing instructions to the **Error! Reference source not found.** on the **Error! Reference source not found.**, either directly or through Instructing Counsel, except to the extent these instructions require a Contract amendment. The **Error! Reference source not found.** must not perform work in excess or outside the scope of the Contract.



INSERT:

The Project Authority for this Contract is:

TO BE DETERMINED UPON CONTRACT AWARD

The Project Authority is responsible for providing instructions to the Law Firm on the Mandate, either directly or through Instructing Counsel, except to the extent these instructions require a Contract amendment. The Law Firm must not perform work in excess or outside the scope of the Contract.

7. In Part 5 – Draft Contract, at section 5.8.3 Instructing Counsel

DELETE:

The Instructing Counsel for this Contract is:

TO BE DETERMINED UPON CONTRACT AWARD

The Instructing Counsel is the representative of the Department of Justice of Canada and of the Attorney General of Canada, and is responsible for all matters concerning the technical contents of the **Error! Reference source not found.** The Instructing Counsel has no authority to authorize changes to the Contract, including to the scope of the **Error! Reference source not found.** Changes to the scope of the **Error! Reference source not found.** can only be made through a Contract amendment in writing issued by Canada's Representative. For greater clarity, however, the Instructing Counsel can provide explanations to the **Error! Reference source not found.**'s Representative with respect to the scope of the **Error! Reference source not found.**, as well as provide instructions to the **Error! Reference source not found.** within the defined scope of the **Error! Reference source not found.**

INSERT:

The Instructing Counsel for this Contract is:

TO BE DETERMINED UPON CONTRACT AWARD

The Instructing Counsel is the representative of the Department of Justice of Canada and of the Attorney General of Canada, and is responsible for all matters concerning the technical contents of the Mandate. The Instructing Counsel has no authority to authorize changes to the Contract, including to the scope of the Mandate. Changes to the scope of the Mandate can only be made through a Contract amendment in writing issued by Canada's Representative. For greater clarity, however, the Instructing Counsel can provide explanations to the Law Firm's Representative with respect to the scope of the Mandate, as well as provide instructions to the Law Firm within the defined scope of the Mandate.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED