



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS A :**

Hard Copy / Copie papier:

Bid Receiving / Réception des soumissions
VISITOR'S CENTRE / CENTRE DES VISITEURS
73 Leikin Drive, Bldg., M1, Mailstop #15
Ottawa, Ontario K1A 0R2
Canada
Attn: Sylvie Niwe Mutuyeyezu (613-843-3798)

or

Soft Copy / Copie électronique :

Attention: Clair Hinthier
Email: Clair.Hinthier@rcmp-grc.gc.ca

Note - RCMP has the following e-mail restrictions:

**The maximum e-mail message size is 5 MB.
Zip files not accepted.**

**SOLICITATION
AMENDMENT #2**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments: - Commentaries :

| | | |
|---|------------------|--|
| Title – Sujet Replacement of 1 Communication Tower – Ptarmigan, NT | | Date August 23, 2017 |
| Solicitation No. – N° de l'invitation 201702812/C | | Amendment #002 |
| Client Reference No. - No. De Référence du Client 201702812/C | | |
| Solicitation Closes – L'invitation prend fin | | |
| At / à : | 02:00 P.M. | EDT (Eastern Daylight Time) |
| On / le : | August 28, 2017 | |
| F.O.B. – F.A.B | GST – TPS | Duty – Droits |
| Destination of Goods and Services – Destinations des biens et services See Herein | | |
| Address Inquiries to – Adresser toute demande de renseignements à Clair Hinthier Senior Procurement and Contracting Officer | | |
| Telephone No. – No. de téléphone (613) 843-3806 | | Facsimile No. – No. de télécopieur (613) 825-0082 |
| Delivery Required – Livraison exigée See Herein | | Delivery Offered – Livraison proposée See Herein |
| Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur: | | |
| Telephone No. – No. de téléphone | | Facsimile No. – No. de télécopieur |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | | |
| Signature | | Date |



This amendment is raised:

- To respond to questions received during the solicitation period; and
- To revise the solicitation accordingly, as applicable.

QUESTIONS AND ANSWERS – SERIES I

Question 1 :

The notices (Eng&Fr) on Buy&Sell state that the work have to be completed by March 31, 2017.

All work must be completed by by **March 31st, 2017.**

Tous les travaux doivent être terminés au plus tard **le 31 mars 2017.**

Please advise.

Answer 1 :

The NPP has now been modified to align with the RFP. All work must be completed by March 31, 2018

Question 2 :

Since we already noted an error in work completion date in the posting of the solicitation, is there any compensation that will be proposed to bidders should this actual solicitation 201702812/C be cancelled due to an error by RCMP?

Answer 2 :

As per Part 2 of the RFP "Bidder Instructions", 2.1 "Standard Instructions, Clauses and Conditions:

The 2003 (2017-04-27) Standard Instructions - Goods or Services for Competitive requirements state:

11 (2007-11-30) Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.



15 (2007-05-25) Bid costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

As such, the RCMP will not provide any compensation or reimbursement of costs due to bid preparation or submission.

Question 3 :

We noted the following remark on the RFP notice on Buy&Sell :

"This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Tilcho Land Claims Agreement

As such, the RCMP is obliged only to notify the above claimant group of this requirement. Notification will take place simultaneously with GETS posting."

Please elaborate concerning the impacts this claim may have on the award of the contract. Is there a possibility that the work be restricted to the claimant group? Does the claiming group have some sort of preference if they wish to perform the work or a portion of the work? Are we supposed to take this remark into account?

Answer 3:

General Information on CLCAs

CLCAs are law. The CLCA obligations are legally binding because they are contained in agreements signed by Canada and backed by legislation. Furthermore, the Aboriginal rights detailed within them are constitutionally protected under Section 35 of the Constitution Act 1982.

Canada's procurement obligations vary with each CLCA, but can include:

- i) Separating requirements into commodity or geographic groupings, whenever practical and consistent with sound procurement management, to permit smaller and more specialized firms to submit bids;
- ii) Notification of the procurement to the land claimant groups and/or CLCA beneficiary firms;
- iii) Use of CLCA business directories/lists (refer to 9.35.60 Business Directories/Lists);
- iv) Use of bid evaluation criteria to benefit CLCA beneficiaries, subject to international obligations, and wherever practical and consistent with sound procurement management; and
- v) Right of first refusal for procurements related to certain topics, e.g. archaeology, heritage, parks, surveying (refer to 9.35.40 Right of First Refusal).

Information on Tilcho Agreement

Tilcho Land Claims Agreement (2005) - Appendix B of TB CPN 2006-4: Part of the Northwest Territories and part of Western Nunavut. Includes, but is not limited to, Yellowknife, Behchoko (Rae-Edzo), Gameti (Rae Lakes), Wha Ti and Wekweti.

Under the Tilcho agreement, RCMP procurement is obligated to notify the claimant group of the posting of any solicitations where a good or service will be delivered on CLCA land. This is the extent of the obligation under this agreement.

Question 4 :

Under part 2.1 of the RFP document, on page 5, there is a clause stating :



« The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. »

Using the hyperlink, to go to

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

we can find in the table of available documents (see excerpt) :

| | | | |
|------------|--------|------|--|
| 2017-04-27 | Active | 2003 | Standard Instructions - Goods or Services - Competitive Requirements (2017-04-27) 2003 |
|------------|--------|------|--|

The dates of both documents do not match. Please clarify.

Answer 4 :

The link is correct and the RFP has been modified as indicated below in Solicitation Revisions

Question 5 :

Under part 7.5.1 of the RFP document, on page 10, there is an email address to contact the contracting authority :

« E-mail address : clairhinther@***** »

On the notice of RFP on Buy&Sell, the email address is « Clair.Hinther@rcmp-grc.gc.ca ».

Please clarify.

Answer 5 :

Please see modification below in « solicitation revisions »

Question 6:

Under part 2.3 of the RFP document, on page 5, there is a clause stating :

« 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. »

Taking into account that the RFP has been posted today, and that the closing is less than 5 calendar days, how can we deal with this clause?

Excerpt from website <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-17-00791365>:

Publishing status

Active

Days to closing

4 Days 20 Hours hence

Dates

Publication date

2017/08/17

Amendment date



None

Date closing

2017/08/22 14:00 Eastern Daylight Time (EDT)

Is this intended to restrict the access to the opportunity? Are there some contractors that are aware of some information that is not made available to others? Please clarify. In the clarification to be provided by RCMP, include an explanation why the original technical documents that should have been posted upfront with the notice are now actually posted less than 5 calendar days before the closing.

Answer 6 :

Solicitation 201702812/B was posted on Buy & Sell for a period greater than 40 calendar days. Solicitation 201702812/C is a re-tender of the previous solicitation with no technical changes made. The re-solicitation was a result of a discrepancy between the closing date noted on Buy & Sell and the RFP document. All bidders have the same information at the same time.

The RCMP will extend the closing date of the RFP to August 28, 2017 to allow more time to bid, and questions can be posed up to 3 days prior to the closing date.

Question 7 :

Since we now have 4 technical documents (total of 146 pages posted on Aug 18) to look at, to review and understand (and before stating they are the same documents than solicitation 201702812/B, we have to ascertain they are the same, not simply assuming they are the same! We will need some time. We ask for a postpone of the closing date by few days.

Answer 7 :

RCMP can confirm that there have been no technical changes made between solicitation 201702812/B and 201702812/C. The closing date of the bid has been extended to August 28, 2017.



SOLICITATION REVISIONS

1) On Cover Page:

DELETE:

| | | |
|---|-----------------|---|
| Solicitation Closes – L’invitation prend fin | | |
| At /à : | 2:00 PM | EDT (Eastern Daylight Time) HAE (heure avancée de l’Est) |
| On / le : | August 22, 2017 | |

And REPLACE with

| | | |
|---|-----------------|---|
| Solicitation Closes – L’invitation prend fin | | |
| At /à : | 2:00 PM | EDT (Eastern Daylight Time) HAE (heure avancée de l’Est) |
| On / le : | August 28, 2017 | |
| | | |

2) On Page 5, Part 2 “Bidder Instructions”, Sub-section 2.1 “Standard Instructions, Clauses and Conditions:”

DELETE:

In its entirety

And REPLACE with:

“2.1 Standard Instructions, Clauses and Conditions



All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days”



3) On Page 5, Part 2 “Bidder Instructions”, Sub-section 2.3 “Enquiries – Bid Solicitation:”

DELETE:

In its entirety

And REPLACE with:

“2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as “proprietary” will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.”

4) On Page 10, Part 7 “Resulting Contract Clauses”, Sub-section 7.5.1 “Contracting Authority:”

DELETE:

In its entirety

And REPLACE with:

“7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Clair Hinthier
Title: Senior Procurement Officer
Royal Canadian Mounted Police
Procurement and Contracting Branch
Directorate: Corporate Management and Comptrollership
Address: 73 Leikin Drive

Telephone: 613-843-3806
Facsimile: 613-825-0082
E-mail address:clair.hinthier@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the 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 Contracting Authority.”



- 5) On Page 13, Part 7 “Resulting Contract Clauses”, Sub-section 7.12 “Priority of Documents”:

DELETE:

In its entirety

And REPLACE with:

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2003 (2017-04-27), General Conditions - Higher Complexity – Services;
- c) Annex A, Statement of Work, including all appendices;
- d) Annex B, Basis of Payment;
- e) Annex D, Insurance Requirements;
- f) the Contractor's bid dated _____,

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED