

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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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 - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Immigration Holding Centre	
Solicitation No. - N° de l'invitation 47636-178281/C	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client 47636-178281	Date 2014-12-02
GETS Reference No. - N° de référence de SEAG PW-\$TOR-224-6658	
File No. - N° de dossier TOR-3-36295 (224)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-20	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Juan, Peggy	Buyer Id - Id de l'acheteur tor224
Telephone No. - N° de téléphone (905) 615-2467 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° 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

Amendment No.006 is being raised to clarify IHC capacity, to amend Mandatory Technical Criteria M2 and M5, as well as to answer bidders' questions.

At Part 4, Evaluation Procedures and Basis of Selection, Article 1.1.1 Mandatory Technical Criteria M2:

Delete: "2. The IHC is not co-locate or be located within 1000 meters of any facilities offering adult entertainment, all schools, and daycares;"

Replace with: "2. The IHC is not co-locate or be located within 500 meters of any facilities offering adult entertainment, all schools, and daycares;"

At Part 4, Evaluation Procedures and Basis of Selection, Article 1.1.1 Mandatory Technical Criteria M5:

Delete: in its entirety.

Replace with:

"M5 The Bidder must propose to supply a facility meeting the following requirements:

- a) The overall IHC capacity is 189 Detainees with the provision to accommodate an additional 50 detainees as referred to in Annex A, Statement of Work. The overall capacity is represented through the provision of 179 beds and 50 additional cots referred to in Annex A, Statement of Work as "Primary Accommodations" and "Secondary Accommodations". While the Family Area requires 10 rooms with 2 double or queen beds in each room; for population count purpose, this area accounts for 30 people as the average family consists of approximately 3 individuals.
- b) The IHC must be separated into three (3) zones: a Level I Secure Zone, a Level II Secure Zone, and a Family Zone; and
- c) Each zone must be further segregated into distinct population groups, more precisely male and female Detainees."

At Annex A, Statement of Work, Section II General Facility Requirements, Article 6.2 IHC Capacity:

Delete: "The overall base IHC total capacity is 189 beds,"

Replace with: "The overall base capacity of the IHC is 189 detainees,"

At Annex B, Basis of Payment:

Delete:

"For item 1, the Contractor will be paid the firm all-inclusive monthly fee regardless of the number of Detainees. The rate is representative of the bare minimum cost to operate the facility with contractor and government staff but no Detainees within it."

Replace with:

"For item 1, the Contractor will be paid the firm all-inclusive monthly fee regardless of the number of Detainees. The rate is representative of the bare minimum cost to operate the facility with contractor and government staff but no Detainees within it. The term "fixed/basic maintenance" is meant to represent the fixed portion of maintenance costs incurred by the Contractor on a monthly basis regardless of the use and number of Detainees within the facility. For example, if the CBSA opted to close the facility or

limit its use, these costs would represent the minimum costs associated with the continued bare boned management of the facility (i.e. lease, heating, lighting, insurance, etc.). The term "fixed/basic housekeeping" is meant to represent the fixed portion of housekeeping costs incurred by the Contractor on a monthly basis regardless of the use and number of Detainees within the facility. For example, if the CBSA opted to close the facility or limit its use, these costs would represent the minimum costs associated with the continued bare boned management of the facility (ie: basic housekeeping of all spaces, dusting, cleaning washrooms etc, to ensure the facility remains clean)."

Questions and Answers:

Q1. In consideration of the 10% rate ceiling not to be exceeded, please confirm that the "averaged bid evaluated price" is the same as the total of all complaint bidders' Total Evaluated Bid Prices divided by the number of complaint bids.

A1. Yes, please see RFP Part 4, Article 1.2.2 Evaluated Bid Price and Article 1.2.3 Rate Ceiling based on Averaged Bid Evaluated Price for further detail of this calculation.

Q2. The revised RFP and SOW have been reviewed and it was noted that there are several significant changes to both documents. These changes will require a significant rework of our proposed solution. The problem is further exacerbated by the Christmas/New Year holiday period during which it will be problematic to obtain critical information from key suppliers. In order to allow us the necessary time to prepare a solution that fully meets both CBSA's requirements at a competitive price, an extension to the solicitation closing date to 17 Mar 2015 is requested.

A2. The CBSA is unable to accommodate an extension request at this time, as it would significantly jeopardize the Occupancy Date of January 1, 2017. Based on past experience, it is anticipated that vendors will require a minimum of 18 months to prepare a facility where they may provide the required services under the resulting contract.

Q3. The SOW states that the capacity of the IHC is 189 beds. The detailed descriptions contained in Sections II and III account for 151 detainees (123 in Level I, 16 in Level II and 12 in Staging) and 179 beds (123 in Level I, 16 in Level II, 20 in Family Zone, 12 in Staging, 5 in Isolation, and 3 in Wet Cells). Can CBSA please clarify where the additional 10 beds are located?

A3. The capacity of the IHC is for 189 detainees broken down as follow: 123 beds (1 detainee each) in Level I, 16 beds (1 detainee each) in Level II, 12 beds (1 detainee each) in Staging Area, 5 Isolation rooms (1 bed per room and 1 detainee per room), 3 Wet Cells (1 bed per cell and 1 detainee per cell) and 10 Family Area rooms (2 beds per room and maximum 3 detainees per room). While the Family Area has 10 rooms with 2 double or queen beds in each room; for population count purpose, this area accounts for 30 people as the average family consists of approximately 3 individuals. Families are kept together in the same room regardless of the size, therefore it is conceivable that the number of detainees within one family room can vary. Please see amendments above in RFP Part 1 and Annex A for clarity.

Q4. The occupancy rate for determining Pricing in Annex B is based upon 239 Detainees. Given the detainee capacity of 189 and count of 151 identified in the SOW and summarized at Questions 3 above, can CBSA please explain the rationale for using a significantly greater per capita value than the capacity of the IHC?

A4. The maximum IHC capacity of 239 is being utilized (189 base capacity + the provision of 50 additional cots as per Section III, article 13.4) for evaluation purpose only. While the CBSA will be managing to the base capacity of 189, we deemed it important to include the additional fluctuation in

detention population for the purpose of financial bid evaluation in order to ensure bidders provide cost based on the maximum capacity of the facility which includes the fluctuations of up to 50 people.

Q5. Pricing in Annex B has introduced "provision of fixed/basic maintenance" and "fixed/basic housekeeping" in accordance with specifications in Annex A. The term "fixed/basic" are neither industry standard nor defined within Annex A. Can CBSA please provide definitions to permit appropriate pricing.

A5. The term "fixed/basic maintenance" is meant to represent the fixed portion of maintenance costs incurred by the Contractor on a monthly basis regardless of the use and number of Detainees within the facility. For example, if the CBSA opted to close the facility or limit its use, these costs would represent the minimum costs associated with the continued bare boned management of the facility (i.e. lease, heating, lighting, insurance, etc.).

The term "fixed/basic housekeeping" is meant to represent the fixed portion of housekeeping costs incurred by the Contractor on a monthly basis regardless of the use and number of Detainees within the facility. For example, if the CBSA opted to close the facility or limit its use, these costs would represent the minimum costs associated with the continued bare boned management of the facility (ie: basic housekeeping of all spaces, dusting, cleaning washrooms etc. to ensure the facility remains clean).

Q6. In addition to "fixed/basic" maintenance and housekeeping, Pricing in Annex B has introduced new Occupancy Rates per Detainee for both Maintenance (Item No. 2) and Housekeeping (Item No. 3). Given the significant difference between the stated capacity of the IHC (189) and the Multiplication Factor (239 Detainees), please provide a rationale for the Multiplication Factor. Furthermore, industry practice defines maintenance as Preventive or Corrective. Assuming the intention is to perform "fixed/basic" as Preventive Maintenance, please provide relevant data for Corrective Maintenance, based either on a limit of liability, an expected annual budgetary value, or historic data that reflects the type and frequency of unforeseen maintenance generated by detainees and/or other occupants of the IHC?

A6. Please see A4. above regarding the rationale for the Multiplication Factor.

The "fixed/basic maintenance" is the ongoing maintenance of the facility in order to ensure it is operational and safe, which includes preventative maintenance. For Item No.2 in the Annex B Basis of Payment (occupancy rate per detainee per day for provision of maintaining the IHC) is the maintenance cost associated with housing each Detainee per day in the facility which could include costs such as damage to property, vandalism, etc. or acts that are not normal occurrences in the day-to-day management of the facility.

The "fixed/basic housekeeping" is the ongoing housekeeping required within the facility in order to ensure that it remains clean and up to standards with health and safety standards, this includes regular minimum housekeeping. For Item No.3 in the Annex B Basis of Payment (occupancy rate per detainee day for provision of housekeeping services), it the housekeeping costs associated with housing each Detainee per day in the facility which could include costs such as additional cleaning of washrooms, scrubbing down doors, furniture, walls etc...given the additional wear and tear of having people within the facility it is assumed that additional incremental housekeeping costs are incurred over and above basic housekeeping if no one were to occupy the facility.

The CBSA is unable to quantify at this time, historical data that reflects the type and frequency of unforeseen maintenance and housekeeping generated by Detainees and/or other occupants of the IHC.

All other terms and conditions remain unchanged.