

**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

<b>Title - Sujet</b> Immigration Holding Centre	
<b>Solicitation No. - N° de l'invitation</b> 47636-178281/C	<b>Amendment No. - N° modif.</b> 007
<b>Client Reference No. - N° de référence du client</b> 47636-178281	<b>Date</b> 2014-12-18
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-224-6658	
<b>File No. - N° de dossier</b> TOR-3-36295 (224)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-01-20</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Juan, Peggy	<b>Buyer Id - Id de l'acheteur</b> tor224
<b>Telephone No. - N° de téléphone</b> (905) 615-2467 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Amendment No.007 is being raised to amend the SOW and the RFP, to publish information provided at the optional bidder's conference that took place immediately after the mandatory site-visit, as well as to answer vendor questions.

**At Part 2, Bidder Instructions:**

Delete: "Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted."

**At Part 4, Article 1.2.1 Mandatory Financial Criteria :**

Delete : "d) A rate ceiling set at 10% above the averaged bid evaluated price will be calculated. Any compliant bid with a bid price exceeding the averaged bid price by more than 10% will be rejected and will be given no further consideration."

**At Part 4, Article 1.2.3 Rate Ceiling based on Averaged Bid Evaluated Price:**

Delete : in its entirety.

**At Part 4, Article 2 Basis of Selection – Lowest Price per Point:**

Delete: "d) Fall below the Rate Ceiling based on the Averaged Bid Evaluated Price."

**At Part 4, Article 2 Basis of Selection – Lowest Price per Point:**

Delete: "Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive."

Replace with: "Bids not meeting (a) or (b) or (c) will be declared non-responsive."

**Questions and Answers:**

**Q1:** RFP Part 4 Section 1.2.3 Rate Ceiling Based on Average Bid Evaluated prices - Having undertaken a detailed sensitivity analysis, in the case of only two (2) bids, this clause favours a bidder with an existing facility due to its significantly less capital expenditure and investment costs, thereby rendering a competing bid non-compliant. In the interest of fairness, we request that this clause be deleted in the event of only two (2) bids.

**A1:** Please see amendments made above as per requested.

**Q2:** RFP Part 7 Section 14 Liquidated Damages - The amount of \$50,000.00 for each calendar day estimated as the loss to Canada would indicate an annual IHC operating cost of \$18,250,000.00. This contrasts with published records of past contract awards for the current facility which would indicate that this amount is more than double current costs.

**2.1.** We request that the calendar day amount of \$50,000.00 be reduced to reflect actual costs likely to be incurred, as may have been bid as options at the time of the current contract's competition.

**2.2.** In the interest of reciprocity, we request Canada offer a like incentive for early occupancy.

**2.3.** As CBSA approvals of architectural plans or drawings will be a dependency on the facility completion date and outside of the control of the contractor, how will CBSA accordingly adjust the agreed completion date with the contractor to account for any CBSA delays in approvals of plans or drawings?

**A2.1:** The amount of \$50,000 per day in liquidated damages is not calculated based on the cost of the current or future contract. It is premised on the cost to the CBSA of finding alternative housing arrangements for detainees of the facility, should a facility not be ready in time. The capacity of the IHC

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facility is stated at 189 detainees. In order to accommodate 189 detainees outside of the Immigration Holding Center, the CBSA would be required to rely on provincial and federal correctional institutions to hold our clientele until such time as a facility is ready for occupancy. The Province of Ontario charges the CBSA a set per diem rate per detainee per day to hold our clientele. This rate is currently on average around \$270 per day per detainee. As the population fluctuates daily within the IHC, liquidated damages are applied according to the maximum number of detainees that could be in detention on any given day. If we multiply 189 detainees \* 270 / day = \$51,030 per day in provincial detention costs to the CBSA.

It should be further noted that the CBSA outsources services for guards and medical services within the IHC to outside vendors through contracts. These contracts are in force and premised on an operational IHC. If the IHC were to be unavailable for use, the CBSA would likely be required to pay for services under said contracts even in the absence of this facility being operational.

**A2.2:** The CBSA is bound to a contract term ending December 31, 2016 with the current incumbent and therefore cannot offer an incentive for early occupancy.

**A2.3:** The CBSA remains committed to managing this project according to the timelines specified within this RFP and has devoted a project team to ensure that it is successful. If there are unforeseen delays that necessitate revisions to the in service date, the CBSA and the Contractor will negotiate as appropriate at that time, within the authorities of the Government of Canada.

**Q3:** SOW Article 12.5 - Can the phrase (through no physical partition) be explained?

**A3:** This would apply in cases where a visitor may be in direct contact with the Detainee, which means they could physically touch each other (no physical partition).

In the scenario implicating a non-contact visit (i.e. SOW, article 12.7 Visiting Area – Non Contact), the visitor and the Detainee are sitting in a booth separated by a glass partition, and therefore can't have any contact due to the physical partition.

**Q4:** SOW Article 4.0 iv - Unaccompanied minors are defined as one of four distinct population group in this section of the SOW. The SOW then outlines specific requirements for the other three population groups but does not provide any additional details with respect to unaccompanied minors (such as accommodation, common room, TV lounge and laundry requirements). Could PWGSC confirm that unaccompanied minors will be a separate population group that will stay in the IHC? If they are a population group, please provide accommodation, common room, lounge and TV room and laundry requirements.

**A4:** As a general principal, unaccompanied minor are rarely detained in the IHC. When there is a need to detain an unaccompanied minor in the IHC, they are detained in the Family Zone. An unaccompanied minor will therefore share common facilities within the Family Zone and, therefore don't require a designated accommodation, common room, lounge and TV room and laundry requirements.

**Q5:** RFP Annex G - Is there any indication how many parking spaces (both for IRB staff and visitors) would be required as part of the IRB option?

**A5:** The parking requirements in the SOW (article 7.6.1 and 7.6.2) addresses IRB requirements.

**Q6:** SOW Article 14.4 and Table 4 - Table 4 shows a requirement for one male common room, lounge and laundry room for Primary accommodations. However, SOW Section 14.4 indicates three of each of these rooms is required. Which is correct?

**A6:** Article 14.4 of the SOW refers to Primary Accommodations – Men's Wing – Level I Secure requirements. To accommodate that entire Zone, three (3) separate wings or floors will be required. The following are the requirements for that entire zone:

- three (3) common rooms will be required (one (1) common room for each wing or floor)
- three (3) lounge and TV rooms will be required (one (1) lounge and TV room for each wing or floor)
- three (3) laundry facilities will be required (one (1) laundry facility for each wing or floor)

Table 4 in the SOW is revised for correction. Vendors meeting the security clearance are advised to contact the Contract Authority to obtain hardcopy of the SOW Amendment No.001.

**Q7:** SOW Article 15.4 and Table 4 - Table 4 shows a requirement for one female common room. Lounge and laundry room for Primary accommodations. However, SOW Article 15.4 indicates two of each of these rooms is required. Which is correct?

**A7:** Article 15.4 of the SOW refers to Primary Accommodations – Women's Wing – Level I Secure requirements. To accommodate that entire Zone, two (2) separate wings or floors will be required. The following are the requirements for that entire zone:

- two (2) common rooms will be required (one (1) common room for each wing or floor)
- two (2) lounge and TV rooms will be required (one (1) lounge and TV room for each wing or floor)
- two (2) laundry facilities will be required (one (1) laundry facility for each wing or floor)

Table 4 in the SOW is revised for correction. Vendors meeting the security clearance are advised to contact the Contract Authority to obtain hardcopy of the SOW Amendment No.001.

**Q8:** SOW Article 10.13 and Table 5 - Table 5 shows minimum size of hearing room to be 15.6 sq m. Section 10.13 of SOW states minimum size to be a minimum of 25 sq m. Which is correct?

**A8:** Requirements in Article 10.13 of the SOW are correct. Each hearing room must be a minimum of 25 m2. Table 5 in the SOW is revised for correction. Vendors meeting the security clearance are advised to contact the Contract Authority to obtain hardcopy of the SOW Amendment No.001.

**Q9:** SOW Article 9.4, 9.5 and Table 6 - The SOW indicates that the Security Personnel male locker room must have 70 lockers and the Security Personnel female locker room must have 45 lockers. Table 6 indicates that each room must be 25 sq m. Should the male locker room not be larger than the female locker room?

**A9:** Articles 9.4 and 9.5, including Table 6 are correct. Please note the column heading states "Total Minimum Space Requirement" meaning we are stating the minimum space required. Both male and female lockers and change rooms must meet the minimum space requirement of 25 m2 (female's room having 45 lockers and male's having 70 lockers). If the bidders wish to provide a bigger locker and change room for the male locker room because of the larger quantity of lockers, it will be up to the bidder to make that decision. It will not make any difference in terms of evaluation.

**Q10:** SOW 9.1, 9.2 and Table 6 - SOW Article 9 does not indicate any option for central control area and control posts. Table 6 of the SOW indicates there is an option. Is this correct?

**A10:** The Contractor must provide a Central Control Area as specified in SOW Article 9.1. It is preferred but not mandatory for the Contractor to provide the Control Posts as specified in SOW Article 9.2. The SOW Article 9.2 and Table 6 are revised for correction. Vendors meeting the security clearance are advised to contact the Contract Authority to obtain hardcopy of the SOW Amendment No.001.

**Minutes from the Optional Bidder's Conference:**

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- RFP Amendment No.005 contains the revised terms and conditions of the RFP. Some significant revisions include:
    - Firm contract period is revised to 10 years and 3 months.
    - There are changes to the mandatory and point-rated technical evaluation criteria.
    - Before contract award, CBSA security clearance is required, in addition to CISC security clearance.
    - Liquidated damages amount was amended.
    - There are revisions to the Statement of Work and the appendices.
    - Appendix 3 is a new appendix added to the Statement of Work.
    - Contract, sub-contractor and employees are required to sign Non-Disclosure Agreement.
  - There are changes throughout the RFP in RFP Amendment No.005. Please read the entire document if you have not done so.
  - RFP Amendment No.006 will include changes to mandatory technical criteria M2 and M5. Answers to vendor questions received prior to the mandatory site-visit will also be provided in RFP Amendment No.006.
  - If you are in the process of applying for CISC security clearance, please ensure to follow-up with CISC on the status of your application. Your application or request could be cancelled if CISC does not receive all the required information within their specified timeline. Please contact CISC using their call-centre number. Please make sure to follow CISC's instruction when applying for your CISC security clearance.
  - Please do not make any assumption about the RFP. Attendees are reminded to seek clarification from PWGSC Contracting Authority if anything is unclear.
  - PWGSC will not accept conditional offer. Attendees are reminded not to include any conditions in their price proposals.
  - Attendees are to contact PWGSC Contracting Authority if there is any question.

**Questions & Answers following the Mandatory Site-Visit:**

**Q1:** With respect to the kitchen layout, is there other storage for food in the kitchen?

**A1:** Yes, the Contractor has its own space for storage within the kitchen area.

**Q2:** Is the "admission area" the same as the "release area"?

**A2:** Yes, both admissions and releases occur within the Admission & Discharge Area.

**All other terms and conditions remain unchanged.**