

**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. 010
Client Reference No. - N° de référence du client 47636-178281	Date 2015-01-15
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 2015-01-23	
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

Solicitation No. - N° de l'invitation

47636-178281/C

Amd. No. - N° de la modif.

010

Buyer ID - Id de l'acheteur

tor224

Client Ref. No. - N° de réf. du client

47636-178281

File No. - N° du dossier

TOR-3-36295

CCC No./N° CCC - FMS No/ N° VME

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Please see attached (15 pages).

RFP Amendment No.010 is being raised to issue a notice to vendors requesting submission of documentations to demonstrate financial capability by February 4, 2015, to extend the bid closing date, answer all outstanding questions, amend the SOW and the RFP resulting from the questions and answers accordingly.

Amendments to RFP

At cover page, Solicitation Closes:

Delete: 2015-01-20 at 02:00PM Eastern Standard Time

Replace with: 2015-01-23 at 02:00PM Eastern Standard Time

At Part 1, Article 2 Summary:

Delete: "The facility must accommodate a minimum of 189 people and must have the ability to adjust to accommodate another 50 people as required from time to time."

Replace with: "The facility must accommodate a minimum of **188** people and must have the ability to adjust to accommodate another 50 people as required from time to time."

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 **188** 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 **178** 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 Part 4 Evaluation Procedures and Basis of Selection, Article 1.1.1 Mandatory Technical Criteria, M6, b) Project Management for Services:

Insert: "This plan is limited to the provision of services within the IHC and how those services will be provided and managed on an ongoing basis effective occupancy date."

At Part 4 Evaluation Procedures and Basis of Selection, Article 1.1.1 Mandatory Technical Criteria, M6, bullet c) Contingency Plan:

Delete in its entirety.

Replace with:

"c) The Contingency Plan: The Bidder is asked to describe any major challenges, constraints or unexpected situations and major difficulties that may arise during the course of the construction/fit up period that will most certainly result in an inability to meet the required in-service date. Proposed solutions and approaches to address these must be outlined; Contingency plans define actions to be taken in response to identified risk triggers in hopes of reducing potential project impact from identified risks. Please note that the content of the contingency plan will be further evaluated in the point-rated criteria R13.

At Part 4 Evaluation Procedures and Basis of Selection, Article 1.1.1 Mandatory Technical Criteria, M6, bullet d) Business Continuity Plan or Disaster Recovery Plan):

Delete in its entirety.

Replace with:

“d) Business Continuity Plan (or Disaster Recovery Plan): The Bidder is asked to provide a detailed continuity plan in the event of a disaster (for example, Fire, Flooding, etc.), which would render the IHC non-functional for a period of time. The Business continuity or disaster recovery plan must include how a disaster or business interruption will be addressed or where Detainees will be re-located, within what timeframe, etc. A Business Continuity plan is an iterative process that is designed to identify mission critical business functions and enact policies, processes, plans and procedures to ensure the continuation of these functions in the event of an unforeseen event. A Business Continuity Plan is a plan to continue operations if a place of business is affected by different levels of disaster which can be localized short term disasters, to days long building wide problems, to a permanent loss of a building. Such a plan typically explains how the business would recover its operations or move operations to another location after damage by events like natural disasters, theft, or flooding.

At Part 4 Evaluation Procedures and Basis of Selection, Article 1.1.2 Point-Rated Technical Criteria, Scoring Grid:

Delete:

Scoring Grid	Possible Rating
In addition to considerations listed in point rated technical criteria R3, R6, R7, R9, R10, R11, R12 and R13, Canada will evaluate impacts on the following: <ol style="list-style-type: none"> 1. The safety and security of Detainees 2. CBSA operational logistics; 3. How the proposed configuration of the IHC will minimize the number of Security Personnel required to meet the operational requirements; and 4. Detainees comfort. 	
EXCELLENT – All (4) major issues or criteria as defined are addressed	5
VERY GOOD – Most (3) major issues or criteria as defined are addressed with no major deficiencies. Consistently better than average	4
GOOD – Some (2) major and minor issues or criteria, as defined, are addressed. Some deficiencies exist but no major area of concern.	3
POOR – Few (1) issues/criteria were addressed, some major deficiencies exist	2
UNSATISFACTORY –No issues were addressed, many deficiencies exist, a major problem exists, or an inappropriate proposal was submitted	1
NO RESPONSE – No response provided	0

Replace with:

Scoring Grid A	Possible Rating
In addition to considerations listed in point rated technical criteria R3, R6, R7, R9, R10, and R11 , Canada will evaluate impacts on the following:	

<ol style="list-style-type: none"> 1. The safety and security of Detainees 2. CBSA operational logistics - CBSA operational logistics refer to the flow and ease of movement and access within the IHC facility, while maintaining a safe and secure environment for all persons in the IHC; 3. How the proposed configuration of the IHC will minimize the number of Security Personnel required to meet the operational requirements; and 4. Detainees comfort. 	
EXCELLENT – All (4) major issues or criteria as defined are addressed	5
VERY GOOD – Most (3) major issues or criteria as defined are addressed with no major deficiencies. Consistently better than average	4
GOOD – Some (2) major and minor issues or criteria, as defined, are addressed. Some deficiencies exist but no major area of concern.	3
POOR – Few (1) issues/criteria were addressed, some major deficiencies exist	2
UNSATISFACTORY –No issues were addressed, many deficiencies exist, a major problem exists, or an inappropriate proposal was submitted	1
NO RESPONSE – No response provided	0

Scoring Grid B	Possible Rating
Point rated technical criteria R12 and R13 will be evaluated using this grid.	
EXCELLENT – Plan is thorough, concise and relevant. <u>No deficiencies or gaps exist.</u> No other elements are expected.	5
VERY GOOD – Plan is mostly thorough and complete. No major deficiencies exist. Consistently better than average.	4
GOOD – <u>Some major or minor deficiencies exist.</u> Plan could be improved, but no major areas of concern	3
POOR – <u>Major deficiencies exist</u> that are of concern. Plan is incomplete or not sufficiently relevant.	2
UNSATISFACTORY – <u>Many deficiencies exist.</u> A significant problem exists or an inappropriate proposal was submitted.	1
NO RESPONSE – No response provided	0

At Part 4 Evaluation Procedures and Basis of Selection, Article 1.1.2 Point-Rated Technical Criteria, R11:

Delete: in its entirety.

Replace with:

R11	Transition Plan Bidders are asked to identify the challenges that they expect to encounter from the completion of construction up to the end of the transition period including the in-service date of January 1, 2017 where the IHC is to be fully functional providing services to all occupants as described in the SOW. Points will be awarded based on the Bidder's understanding of the types of challenges that may be expected during the	20	/ 100
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	<p>transition period from the current IHC facility to the new IHC facility while allowing CBSA's program to remain in full operation, which includes but is not limited to the movement of all persons into the facility, and for Bidder to propose concrete solutions to address them in order to meet the in-service date. The Transition plan encompasses the following considerations while accounting for minimal operational disruption to CBSA's detention program:</p> <ul style="list-style-type: none"> a) Transportation of Detainees b) Transportation of Staff c) Continuity of services d) Minimization of costs e) Time transition takes to accomplish move-in f) All contingencies accounted for within transition plan g) Elimination or minimization of impact on IRB operations <p>A rating out of 5 will be awarded using the scoring grid shown above, then multiply by a factor of 20 to calculate the total points awarded. (Up to 100 points).</p>			
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At Part 4 Evaluation Procedures and Basis of Selection, Article 1.1.2 Point-Rated Technical Criteria, R12:

Delete: in its entirety.

Replace with:

R12	<p>Risk Management Plan Bidders are required to provide a Risk Management Plan as part of their overall submission. This plan outlines any risks and issues that are expected to be encountered during the fit-up period, which may impede the ability to meet the in-service date. Mitigation strategies are to be articulated. A Risk Management Plan is a document that a project manager prepares to foresee risks, estimate impacts, and define responses to issues. It also contains a risk assessment matrix. The risk assessment plan contains an analysis of the likely risks with both high and low impact, as well as mitigation strategies to help the project avoid being derailed should common problems arise. Risk management plans should be periodically reviewed by the project team to avoid having the analysis become stale and not reflective of the actual potential project risks.</p> <p>For more information on Risk Management Practices within the Federal Government, refer</p>		20	/ 100
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	<p>to the following Treasury Board Secretariat web site (note: this link is being provided solely for information purposes and information contained within will not be used for evaluation purposes) http://www.tbs-sct.gc.ca/tbs-sct/rm-gr/rm-gr-eng.asp</p> <p>Points will be awarded based on the Bidder's understanding of the types of challenges that may be expected during construction/fit-up, and the strategies employed to address them. A rating of out 5 will be awarded using the Scoring Grid shown above; then multiply by a factor of 20 to calculate the total points awarded (up to 100 points).</p>			
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At Part 4 Evaluation Procedures and Basis of Selection, Article 1.1.2 Point-Rated Technical Criteria, R13:

Delete: in its entirety.

Replace with:

R13	<p>Contingency Plan Bidders are required to provide a Contingency Management Plan as part of their overall submission. This plan will outline any contingencies that will be applied should the project experience delays that will most certainly result in an inability to meet the required in-service date. Contingency plans define actions to be taken in response to identified risk triggers in hopes of reducing potential project impact from identified risks.</p> <p>For more information on Contingency Planning and Management Practices within the Federal Government, refer to the following Treasury Board Secretariat web site (note: this link is being provided solely for information purposes and information contained within will not be used for evaluation purposes) http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12324&section=text</p> <p>Points will be awarded based on the Bidder's understanding of the types of contingencies that will be implemented during construction/fit-up, and the strategies employed to address them. A rating out of 5 will be awarded using the Scoring Grid shown above, then multiply by a factor of 20 to calculate the total points awarded. (Up to 100 points).</p>		20	/ 100
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At Part 6 Security, Financial and Other Requirement, Article 2 Financial Capabilities:

Delete: in its entirety.

Replace with:

"Article 2 Financial Capabilities

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority requires, by this written notice to the Bidder, the submission of all of the financial information detailed below in subparagraphs 1.a to 1.e and paragraphs 2 and 3 as applicable for review during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority by February 4, 2015, unless an extension is provided to all Bidders, in writing, by the Contracting Authority :
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

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- g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
6. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada)."

At Part 7 Resulting Contract Clauses, Article 1.1 b) Completion of the IHC in accordance with Specifications:

Delete: "The Contractor must complete the IHC no later than 18 months from contract award and have it ready for occupancy, including all permits required for occupancy, and in accordance with the specifications set out in the Contract and any architectural plan or drawings approved by Canada no later than January 1, 2017 "(Occupancy Date)". "

Replace with: "The Contractor must complete the IHC and have it ready for occupancy no later than January 1, 2017 "(Occupancy Date)", which includes obtaining all permits required for occupancy, completing the IHC in accordance with the specifications set out in the Contract and any architectural plan or drawings approved by Canada."

Correction to answer to Q2 in RFP Amendment No.006:

At A2:

Delete: "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."

Questions and Answers:

Q1: RFP Part 4 Section 1.1.2. - The scoring grid in this section indicates that the bidder must demonstrate understanding of CBSA operational logistics. Later in this section at R 3, the RFP states that the bidder must demonstrate a clear understanding of the work CBSA performs in the facility. While a general understanding of the CBSA mandate is available from open sources, information regarding CBSA operational logistics for the Toronto IHC is not available.

Q1.1 - It is therefore requested that PWGSC provide an organization chart of CBSA elements at the IHC including the CBSA Operations Centre.

A1.1: CBSA operational logistics refer to the flow and ease of movement and access within the IHC facility, while maintaining a safe and secure environment for all persons in the IHC. The scoring grid in Part 4, Article 1.1.2 is amended to include this definition for clarify as shown above.

The CBSA's operational management of the IHC are supported by standing orders which guide the policies and procedures of the IHC. These policies and procedures are updated regularly as required to ensure operational efficiency and effectiveness, while maintaining the safety and security of detainees, staff, security personnel and visitors within the facility. While the standing orders are relevant to the daily operation of the facility, they may be adjusted dependant on the layout and flow of the facility. As a result it would not be relevant to provide operational procedures for the current facility for this particular requirement.

The bidder must ensure that the requirements and dependencies as stated in the SOW are met in their submission. Bidders may make inferences where necessary to articulate their interpretation of the SOW as it relates to the operational flow of the facility, however it is important that the layout of the facility minimize co-mingling of detainee groups (males/females/families and children), ensure effective access to rooms where detainees will be required to be escorted to (for example: hearings rooms etc.) and ensure that the safety of detainees and anyone in the facility is maintained throughout the day to day management of the facility etc. The scoring grid reasonably articulates the areas that will be assessed.

Q1.2 : An understanding of the CBSA Information Technology system in particular is critical. Accordingly, could PWGSC provide information on the establishment the CBSA IT Systems section?

A1.2: The CBSA is unable to provide specific information as it relates to the CBSA IT system as it is classified. Specifications for IT enablement are articulated throughout the SOW as they relate to rooms for which LAN caballing must be supported. The CBSA will maintain responsibility for installing and maintaining all CBSA IT infrastructures. The vendor is responsible for ensuring that the requirements as stated in the SOW are met. CBSA will release the required IT system information to the successful vendor after contract award before finalization of the design phase.

Q2: RFP Part 4 Section 1.1.1. M 6 para b.- This section requires the bidder to provide a Project Management for Services [Plan] which provides a detailed description of the approach, timelines, milestones and resources for each service required under the Contract. Will PWGSC confirm whether this description should include the final design of the IHC and IRB as well as the construction of these facilities or is this requirement limited to the provision of operation and maintenance services (housekeeping, maintenance and food services) to be provided after the effective Occupancy Date?

A2: This plan is limited to the provision of services within the IHC and how those services will be provided and managed on an ongoing basis effective occupancy date. Mandatory criteria M6 bullet b) is amended to include this clarification as shown above.

Q3: RFP Part 4 Section 1.1.2. R 11 - Bidders are asked to identify the challenges that they expect to encounter from the day of the contract award up to and including the in service date...The Transition plan encompasses the following considerations while accounting for minimal operational disruption:

- a) Transportation of Detainees
- b) Transportation of staff

Q3.1 - Will PWGSC clarify whether the Bidder or the IHC Security Guard Provider is financially responsible for renting the buses for movement of the detainees and for the security of the detainee passengers while in transport?

A3.1: The provision of transport is covered by the contract for security services. All transport of detainees is to be done by the contracted security company at the time. The bidder should consider, in its submission, the impact of such transport on the operation of the detention program, as it relates to coordinating the plan for transporting and moving detainees and/or staff into the new IHC facility, which involves planning the intake of all of these people, a function which is undertaken by the security services company in coordination with the CBSA.

Q3.2 - Given that many CBSA and security staff will have their own vehicles and that security guards must be in place at the new IHC, will PWGSC clarify the bidder's responsibilities for transporting CBSA, Security Guards and IRB staff?

A3.2: The provision of transport is covered by the contract for security services. The bidder will not be responsible for any transport. The bidder must consider however, in its submission, the impact of such transport on the operation of the detention program as per above answer in A3.1.

Q3.3 - How many CBSA and Security staff are required to be moved by the bidder?

A3.3: The number of security guards assigned to the IHC is dependent upon the layout and design of the facility. The current contract for security services allocates approximately 165 security guards to the IHC facility on a rotational basis. There is an additional 10 CBSA employees, on average, that work within the IHC facility. These numbers are subject to change dependant on the layout of the facility proposed by the bidder and the security contract in place at the time. The number of detainees to be moved at a maximum is represented in the Statement of Work as the total detention population of the IHC facility.

Q4: RFP Part 4 Section 1.1.2. R 11 - In order to finalize the Transition Plan, the input of several organizations will be required. Can PWGSC confirm the number of CBSA, security contractor and IRB representatives as well as their relevant areas of expertise that will be available for the finalization of this plan?

A4: The CBSA will make available any resources determined to be required by the bidder in finalizing the transition plan. This includes personnel with operational, program, infrastructure, security (physical and IT), and contracting experience. If additional resources are required they will be identified at the time the plan is finalized with the chosen vendor. The CBSA will work closely with the security services provider in the finalization of a transition plan, however the operational procedures and protocols for the security services provider are provided by the CBSA and will be defined by the CBSA. The contractor will be responsible for negotiating a transition plan for the IRB space separate from this contract, in consultation with the IRB and PWGSC as defined in the lease agreement.

Q5: RFP Part 7 Section 4 - It is anticipated that the Security contract will be retendered during the life of this project. Is it anticipated that this contract be retendered during the construction or transition phase of this project?

A5: The current security services contract expires in July 2015. Given that the provision of security services is not required as part of this contract, the CBSA is unable to comment on future security services requirements. Resultant changes from the proposed IHC facility design will be incorporated into any future security services contract as deemed necessary by the CBSA.

Q6: RFP Annex G Appendix 2 Part 1 para 6 - This section indicates that "The leased premises [for the IRB] shall be available for completion of the Lessee's improvements at least eighteen (18) weeks prior to the Commencement Date of the Lease at no cost to the Lessee". For bidders who are constructing a new facility, this will require that the IRB construction be completed over four months prior to the IHC and this requirement therefore favours the incumbent (who currently has an IRB facility in place). In order to alleviate this situation, can PWGSC provide answers to the following questions?

1. What are the specific improvements required by the IRB (number and size of offices, number and size of meeting rooms, number and size of business centres, number and size of storage spaces)?

A6.1: The IRB space requirement is described in Annex G, Appendix 1. In the event that PWGSC approach the vendor to lease the space for occupancy and use by IRB, PWGSC will provide the specific requirements for IRB's Lessee's Improvements.

2. If the proposed solution is a new building for both the IHC and IRB would PWGSC consider incorporating the design, construction and fit out of the IRB building into the IHC project with a delivery date of the facility (in accordance with an agreed design) of 1 Jan 2017?

A6.2: The IRB requirement will remain as a separate requirement and is not part of the resulting contract. In the event that Canada chooses to proceed to negotiate a lease for the space allocated for use by the IRB, PWGSC will approach the vendor.

Q7: RFP Part 7 Para 1.1 b) - Reference states the Contractor must complete the IHC no later than 18 months from contract award and have it ready for occupancy, including all permits required for occupancy, and in accordance with specifications set out in the contract and any architectural plans or drawings approved by Canada no later than 1 January, 2017 (occupancy date). This implies that there are two separate phases to this project: a construction phase, and a preparation for occupancy phase. Further, the RFP stipulates that the length of the construction phase will be 18 months but does not include a specific start date other than an undefined contract award date. The ready for occupancy phase stipulates an end date but no anticipated start date. Planning and pricing for both is clearly an easier task for the incumbent who has less preparations to make for occupancy. In the interest of fairness, can Canada provide the anticipated contract award date as this will allow bidders to more accurately determine the length of the construction and preparation for occupancy phases?

A7: Corrections are made to Part 7, article 1.1 b) and the answer provided to Q2 in Questions and Answers of Amendment No.006 to remove references to the construction phase being 18 months are removed as shown above. The contractor must complete all required activities including but not limited to, construction, fit-up, transition of starting and completing occupancy, between the date of contract award and the in-service date of January 1, 2017. As of January 1, 2017, all services required of a fully-functional IHC for all occupants detailed in the SOW must be provided.

The CBSA is unable to confirm the exact date for contract award as it is dependent upon a variety of approvals. PWGSC must seek internal approvals in order to proceed with contract award. This exercise is expected to be undertaken in the spring of 2015 with a target contract award date of June 2015. It is important to note that PWGSC and the CBSA do not have control over the approval process; therefore these target dates may change. The bidder is expected to articulate a plan that can assure an in service date of January 1, 2017. If the contract is not in place by the end of June 2015, the CBSA and PWGSC may negotiate a later in service date with the contractor.

Q8: RFP Solicitation Close Date - A number of questions have been submitted regarding design requirements for the IHC. While many of these questions were answered in Amendment 007 dated 18 Dec 2014, other questions are still outstanding. Unfortunately, our building layout cannot be completed until this information is available and the mechanical, electrical and plumbing design cannot be started until the building layout is established. It will take a minimum of six weeks to complete this latter design and accurately estimate the cost of this design. In order to provide PWGSC and CBSA with an optimum design at the best price, could the Solicitation closing date be extended to 2 March 2015?

A8: The CBSA is unable to entertain an extension date as this will impact other critical dependencies in the project schedule thus reducing the allowable time for necessary approvals and fit-up by the contractor.

Q9: RFP Part 4 Section 1.1.1 M 6 d) This section indicates that the Bidder must "provide a detailed Continuity Plan in the event of a disaster (e.g. fire, flooding etc), which would render the IHC non-functional for a period of time. The Business Continuity or Disaster Recovery Plan must include how a disaster or business interruption will be addressed and where Detainees will be relocated, within what timeframes etc.". This statement implies that a fully functional backup facility must be available in the event that an unforeseen disaster incapacitates the IHC. Please confirm who is to provide this facility: CBSA (Canada), the Security Contractor or the Bidder.

A9: The bidder is not expected to provide a fully functional backup facility in the event of a disaster. They are however expected to put in place measures to ensure that the operation of the facility is maintained, to the extent possible, and that reasonable mitigation strategies have been developed. The CBSA is prepared to support the chosen vendor in as many ways as possible, if such an occurrence were to happen, however the bidder is expected to propose its solutions for evaluation to the CBSA.

Q10: SOW 16.6 and Table 4 - Laundry Rooms - Table 4 of the SOW specifies that the total minimum requirement for all laundry rooms to be 10 square meters. Due to the smaller population of 12 detainees in Male Primary Level 2 Secure Zone, will PWGSC accept a laundry room of a minimum of seven square meters in this area?

A10: The CBSA will accept a smaller laundry facility (seven square meters) for this population group provided the laundry facility can accommodate one washer, one dryer, one laundry sink, shelving, a cupboard and a folding space to enable all activities related to the folding and sorting of laundry and the

storage of laundry materials (as per requirements within article 16.6 of Annex A SOW). SOW Amendment 003 includes this change in Table 4.

Q11: SOW 17.6 and Table 4 - Laundry Rooms - Table 4 of the SOW specifies that the total minimum requirement for all laundry rooms to be 10 square meters. Due to the smaller population of 4 detainees in Female Primary Level 2 Secure Zone, will PWGSC accept a laundry room of a minimum of seven square meters in this area?

A11: The CBSA will accept a smaller laundry facility (seven square meters) for this population group provided the laundry facility can accommodate one washer, one dryer, one laundry sink, shelving, a cupboard and a folding space to enable all activities related to the folding and sorting of laundry and the storage of laundry materials (as per requirements within article 17.6 of the SoW). SOW Amendment 003 includes this change in Table 4.

Q12: SOW 17.4 and Table 4 - Common Rooms - Table 4 of the SOW specifies that the total minimum requirement for both Male and Female Level 2 Secure Zone Common Rooms be 25 square meters. As the Female Level 2 Secure Zone is designed for four detainees, will PWGSC accept a common room of a minimum of 19 square meters in this zone.

A12: The CBSA will accept a smaller common room (19 square meters) for this population group, provided the common room can accommodate one table and four (4) chairs, a small kitchenette with a sink and an area dedicated for telephones (as per requirements within article 17.4 of the SoW). SOW Amendment 003 includes this change in Table 4.

Q13: RFP Part 4 Section 1.1.1 Contingency Plan M 6(c); Business Continuity Plan M 6(d); RFP Part 4 Section 1.1.2 Transition Plan R 11; Risk Management Plan R 12; Contingency Management Plan R 13 - The RFP calls for the Bidder to provide five plans that appear to have very similar objectives and scope. Specifically:

The Contingency Plan M 6(c) - the Bidder is asked to describe any major challenges, constraints or unexpected situations and major difficulties that may arise during the course of the Contract. Proposed solutions and approaches to address these must be outlined;

The Business Continuity Plan M 6 (d) - the Bidders is required to provide a detailed continuity plan in the event of a disaster (e.g. fire, flooding, etc.), which would render the IHC non-functional for a period of time. The Business continuity or disaster recovery plan must include how a disaster or business interruption will be addressed and where Detainees will be re-located, within what timeframes, etc.

Transition Plan R 11 - points will be awarded based on the Bidder's understanding of the types of challenges that may be expected during the transition and for proposing concrete solutions to address them

Risk Management Plan (R 12)- the Bidder is to outline any risks and issues that are expected to be encountered during the fit up period. Mitigation strategies are to be articulated.

Contingency Management Plan R 13 - points will be awarded based on the Bidder's understanding of the types of contingencies that will be implemented expected during construction/fit up and the strategies employed to address them.

Could PWGSC please further clarify their expectations for each of these five plans and provide clear delineation between the five plans?

A13: Please see amendments to mandatory technical criteria M6 (c), M6 (d), point-rated criteria R11, R12 and R13 as shown above.

Q14: RFP Part 4 Section 1.1.2 R12 - Risk Management Plan and R13 - Contingency Management Plan - Both R12 and R13 will be evaluated using the "Multiplication Factor" weighting. The Multiplication Factor weighting evaluates:

1. The safety & security of Detainees;
2. CBSA operational logistics;
3. How the proposed configuration of the IHC will minimize the number of Security Personnel required to meet the operational requirements; and
4. Detainee comfort.

The requirements of both R12 & R13 Plans are to address issues that are expected to be encountered during the fit-up period which may impede the ability to meet the in-service date. It would appear therefore that the four evaluation factors cannot be applied to this particular criteria because they apply after the fit up period is completed.. Could PWGSC please provide clarification as to how these point rated criteria will be scored?

A14: Please see amendment to RFP Part 4, 1.1.2 Point Rated Technical Criteria R12 and R13. Specifically, R12 and R13 have been removed from the list of point rated technical criteria that will be rated against the following impacts: The safety and security of Detainees, CBSA operational logistics, How the proposed configuration of the IHC will minimize the number of Security Personnel required to meet the operational requirements; and Detainee comfort.

R12 and R13 will be evaluated using the Scoring Grid B as shown in the above amendment. A rating out of 5 will continue to be applied based on the breadth, depth and thoroughness of risks, mitigations and contingencies proposed.

Q15: Annex A, Appendix 3 Paragraph 12 - Detention Area Primary and Secondary Accommodations - Appendix 3 of the SOW specifies that windows "must be smash resistant with ventilation provided but under 96 square inches". This statement indicates that ventilation must be provided. Our proposed solution includes a mechanical ventilation system that does not require window ventilation. Given that any opening in the window or wall that provides ventilation compromises the security of the window and associated system, will PWGSC allow Bidders to propose a solution that does not include ventilation provided via a window?

A15: Article 12 Detention Area – Primary and Secondary Accommodation in Appendix 3 of Annex A are amended to provide the requested specifications. Please see SOW Amendment No.003.

Q16: Annex A, Appendix 3 Paragraph 19 - Access Control System

Appendix 3 to the SOW specifies that Zones for Access Control must include:

- Detainee (rooms, common areas etc) - the detainee access system will be segregated from the rest of the access system
- Maintenance (maintenance points (but not administrative area)
- Security (master card with notification of use).

The Detainee Zones, maintenance zones and Security Zones are not defined in either ANNEX A STATEMENT OF WORK (SOW) or APPENDIX III TO ANNEX A.

In addition, neither Annex A STATEMENT OF WORK (SOW) or APPENDIX III TO ANNEX A calls for access control to be provided for Section III, article 9.0 SECURITY PERSONNEL REQUIREMENTS which includes the Central Control Area (Section III, article 9.1), Control Post (Section III 9.1.2) or any other security spaces (Section III, articles 9.2 to 9.7 inclusive).

Can PWGSC please define the detainee, maintenance and security zones and confirm if electronic access control is required for the Section III article 9.0 areas/zones listed above?

A16: Access control requirements are articulated within the Statement of Work in the following sections. The contractor must meet the requirements as laid out within the following sections:

- Section 7.6.1 "CBSA and Security Personnel Parking"
- Section 8.1.1 "Admissions and Discharge Search Area"
- Section 8.1.3 "Lock Box Room"
- Section 9.1 "Central Control Area"
- Section 9.1.2 "Control Post"
- Section 10.0 "CBSA Management requirements (10.2 to 10.13)" Note: dependant on the configuration of this space, the entrance into the CBSA area must be controlled by access card. Provided all rooms under this section are within a secure perimeter behind an access controlled space, only the rooms stated below have additional access control requirements.
 - Section 10.1 "CBSA Employee entrance"
 - Section 10.4 "Storage room"
 - Section 10.5 "Storage closet"
- Section 12.2 "Front reception / Visitor reception"
- Section 12.3 "Visitor waiting room"
- Section 12.6 "Post search waiting area"
- Section 14.0 "Detention Area – Primary Accommodations – Men’s Wing – Level 1 Secure Zone" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 15.0 "Detention Area – Primary Accommodations – Women’s Wing – Level 1 Secure Zone" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 16.0 "Detention Area – Primary Accommodations – Men’s Wing – Level II Secure Zone" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 17.0 "Detention Area – Primary Accommodations – Women’s Wing – Level II Secure Zone" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 18.0 "Detention Area – Primary Accommodations – Family Zone" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 19.0 "Detention Area – Secondary Accommodations – Male Staging Area" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 20.0 "Detention Area – Secondary Accommodations – Female Staging Area" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 21.0 "Health Services area"
- Section 22.0 "Detention Area – Secondary Accommodations – Isolation Rooms" Note: only access to this zone is to be controlled by access card. All rooms behind this secure perimeter do not require additional access control requirements.
- Section 23.1 "Gymnasium"
- Section 23.2 "Library, Reading"
- Section 23.3 "Religious Worship Room"
- Section 23.5 "Non-Government Organization (NGO) Office and Legal Aid Office"
- Section 23.6 "Children’s Art, Crafts and Schooling Room"
- Section 24.1 "LAN Room"
- Section 24.2 "CCTV Server Room"

Solicitation No. - N° de l'invitation
47636-178281/C
Client Ref. No. - N° de réf. du client
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File No. - N° du dossier
TOR-3-36295

Buyer ID - Id de l'acheteur
tor224
CCC No./N° CCC - FMS No./N° VME

Section 28.0 summarizes the requirements for door and lock mechanisms within the IHC. The CBSA reserves the right to change the location and identify new locations for Card Access Control throughout the design phase and in accordance with the proposed layout of the facility. The above list of areas is meant to show a representation of where the CBSA envisions control access requirements.

Q17: SOW Appendix 3 Paragraph 12 - Detention Area Primary and Secondary Accommodations

Appendix 3 of the SOW states that doors in the Level 2 Secure Wing must be built to security standards (to be specified by CBSA at the design phase), must open outward, and can't be made of wood material. As this is part of a firm fixed price contract, will PWGSC provide door specifications now in order to assist in the setting of the firm fixed price? In addition, will PWGSC be providing any other specifications for any other doors in the IHC?

A17: Article 12 Detention Area – Primary and Secondary Accommodation in Appendix 3 of Annex A are amended to provide the requested specifications. Please see SOW Amendment No.003.

All other terms and conditions remain unchanged.