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NA
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**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
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

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|---|--|
| Title - Sujet Security Guards for CBSA in Laval | |
| Solicitation No. - N° de l'invitation 47419-226593/A | Amendment No. - N° modif. 002 |
| Client Reference No. - N° de référence du client 47419-226593 | Date 2021-03-22 |
| GETS Reference No. - N° de référence de SEAG PW-\$TOR-014-8028 | |
| File No. - N° de dossier TOR-0-43096 (014) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-03-31 Heure Avancée de l'Est HAE | |
| 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: Vandonk, Tyler | Buyer Id - Id de l'acheteur tor014 |
| Telephone No. - N° de téléphone (905) 301-5477 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

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| 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 002 to solicitation 47419-226593/A has been raised to for the following reasons:

1. Provide answers to questions that were raised during the solicitation period.
2. Amend the RFP based on the answers for the Q&A.

1. Provide answers to questions that were raised during the solicitation period.

Q1. Annex I: Evaluation criteria, point M1.1: You request a copy of the valid permit from Ontario in order to be compliant. Is this the case or do we have to provide a copy of the Quebec permit?

A1. M1.1 requires a copy of the valid guarding agency license to operate in the province of Quebec.

Q2. Point 3.3.1 - Security personnel for inland office operations (CSI): Are the terms Confirmation Guard (point 3.3.1) and Verification Guard (3.1.6) interchangeable or are they there two distinct positions?

A2. They are 2 distinct positions. Control Guards (3.1.6) work in the Control Centre of the IHC. Departure Guards work at the airport to confirm departures of individuals.

Q3. Point 7.4 - Public holidays: In Quebec, the Holiday Remembrance Day is also a public holiday for security guards. Is it possible to confirm that this will be added to the list of public holidays in point 7.4?

A3. Remembrance Day is not a recognized statutory holiday, and all operations are required at CBSA sites and posts.

Q4. Item 11.0 Fleet Requirements: What vehicle types or height specifications (make and model accepted) are required for 7 and 12 passengers?

A4. 78 inches or 2m. See Appendix 1 to Annex A, Section 1.3 'Height'.

Q5. Point 1.9. Rear seat area: It says in your document: "A prisoner partition must be installed with front and rear panels, including a clear plexiglass partition. The rear panel provided could be a cage, and is only required in vehicles with a rear cargo area (eg SUV, etc.). Sedan-type vehicles (eg Crown Victoria, etc.) do not need a rear panel. " Is it possible to have concrete examples of your requirements with more specifications, such as supplier or standards to which we can refer.

A5. An example can be found below.





Q6. Appendix 1 to Annex A: What is the timeframe for setting up the vehicle fleet at the time of contract award?

A6. A 12 week transition period will be utilized prior to the in-service date.

Q7. Point 1.9. Rear seats area: Sedan type vehicles (eg Crown Victoria, etc.) this type of vehicle is not listed in the requirements. Can this type of vehicle have a contract request?

A7. The provided CBSA vehicle fleet specifications (Appendix 1) are national in scope; the contract for the Laval IHC does include a requirement for this type of vehicle.

Q8. Appendix 1 to Annex A - point 1.9: emergency release cables must be installed for the rear doors of all cage vehicles. The release cable will allow the guard to unlock the door by pulling the cable from the front doors. Can you give us more specification or standards for this system?

A8. Emergency door unlock cables must be installed for the rear doors of any caged vehicle. An example can be found below.



Q9. Appendix 1 to Annex A - point 1.1. Minimum characteristics: The vehicles must be equipped with a CCTV, must this system be in real time live via the internet?

A9.

This requirement will be removed via an amendment.

Q9.1. Should they keep a memory; and if so, for how long?

A9.1.

This requirement will be removed via an amendment.

Q10. Appendix 1 to Annex A - point 1.1. Minimum characteristics: How many cameras are needed per vehicle?

A10.

This requirement will be removed via an amendment.

Q10.1. Appendix 1 to Annex A - point 1.1. Minimum requirements: Such a system requires a platform and licenses for viewing per user: how much do you think you have licensed for the CBSA?

A10.1.

This requirement will be removed via an amendment.

Q11. Appendix 1 to Annex A - point 1.10. GPS: Does the CBSA want to have access to the system? And if so, for how many users?

A11. CBSA does not require access to the system, however, may request CCTV recordings within 24 hours of taping.

Q12. Appendix 1 to Annex A - point 2.0 Vehicle Accessory: The CBSA requests a naloxone kit in this specification. However, we see no mention of training to administer naloxone. Who will be responsible for providing the training provided for this purpose?

A12. Naloxone nasal spray administration training is a module within the online CBSA-provided Hazardous Toxic Substance training. Please refer to Annex A, Section 4.3.3.

Q13. Annex E - Insurance Requirements: Your document states that the service provider is responsible for all of the inmate's property. What is the maximum amount that will be chargeable to us in the event of a loss or the like?

Q13. In Annex E, Section 3 'All Risk Property' insurance must be a minimum of \$150,000. Please refer to Annex F for the additional cost recovery surcharges that apply to "Missed Luggage, Personal Effects, Money, Valuables and Resolution of Claims", at Section F4.

Q14. Annex A - Statement of Work: Is it possible for the security provider to be responsible for a significant amount of agents or property during detention? If so, what is the maximum amount therefore we must be accountable?

Q14. As per the SoW, guards are required to ensure the safe storage and transport of individuals and their personal belongings. The CBSA cannot confirm the maximum amount that an individual may have with them when detained.

As per Annex F, F4 details cost recovery surcharges that apply to "Missed Luggage, Personal Effects, Money, Valuables and Resolution of Claims".

Q14.1. What means are in place to ensure that complaints about items declared "damaged" or "lost" are true and legitimate?

Q14.1. An investigation is systematically carried out by the CBSA taking into account the facts of all parties concerned. In addition, the security company must follow the processes in place to account for money and assets.

Q15. Part 11: Vehicle requirements: What is the number of km traveled per year per vehicle?

A15. This may vary. Monthly averages from 2018 were approximately 2225km per vehicle per month.

Q16. Point 2.1.3. - Checking of departures by Inland Office Operations: In emergencies, we have 4 hours to provide resources. How many resources can we expect? During this time can we invoice the overtime?

A16. Any overtime must be pre-approved via a Task Authorization (TA) form. Overtime will be charged when a resource works beyond the scheduled 8 hour shift. More information on the TA process can be found at 3.4 of the SOW and 7.1.1 of the RFP.

Q17. Point 4.3. Training in the first 3 months of service delivery: We count +/- 15 hours of training to be completed in the first 3 months of entry for resources. Is it only for new resources or is it also for those currently in place?

A17. All resources must demonstrate successful completion of this training. Training that was completed on a previous CBSA guard contract does not need to be re-taken.

Q18. Point 5.6. Minimum experience required of security resources: We find that requirements for supervisory positions are required such as Operations Manager, Assistant Operations Managers and shift supervisors. Is it normal not to ask for the proposed CVs in advance?

A18. The provision of CVs will be required for management positions for the winning vendor prior to the transition period.

Q19. Point 6.4. Insurance Requirements: It is stated that the Bidder must provide a Letter of Intent from an insurance broker or company. We have placed the request with our insurance company and they wish to issue a "To Whom It May Concern" Certificate of Insurance to prove our coverage rather than providing you with a letter. Do you accept this request?

A19. The letter or certificate from the insurance company will need to clearly show that the Bidder has the liability insurance stated in Annex E: Insurance Requirements.

Q20. Point 3.1. Resource tasks: Regarding decontamination tasks, is training given and what equipment is provided to our agents?

A20. Training and equipment will be provided by the CBSA.

Q21. On reading the above-mentioned call for tenders document, we note that no salary and / or bonuses are disclosed. Could you share this information so that we can bid with the actual amounts?

A21. Salary/bonuses are set by each bidder based on their own market research. Bidders are to provide a bid price that they believe will provide best value based on the financial and technical criteria.

Q22. Point 3.4. Task authorizations: Do the 40 additional resources required (10 for point 3.4.1. & 30 for 3.4.2.) Have to have the same security clearances either PWGSC and CBSA?

A22. On-call resources must have PWGSC and CBSA security clearances, and have completed the required training in Section 4.2 'Training and Knowledge Prior to Service Commencement'. The mass migrant arrivals task authorization requirement will be removed via an amendment.

Q22.1. Do the additional 30 resources also have to have the same initial training as the resources assigned full time?

A22.1 This requirement will be removed via an amendment.

Q22.2. Do the 30 additional resources have to have the same prerequisites: 4B, RAIC, etc.?

A22.2. This requirement will be removed via an amendment.

Q22.3. Must all staff + 30 resources have bulletproof vests.

A22.3. This requirement will be removed via an amendment.

Q23. Since this is an expiring federal collective agreement, in the event of an increase in wages, will we be able to renegotiate the quoted rates?

A23. No, the price submitted at bid closing would need to be respected for the period of the Contract. Changes after bid closing would be viewed as bid repair.

Q24. What type of handcuff does the CBSA specifically require (Standard chain or hinged), including makes and models, because according to Canadian standards several types are available and not all are for the same uses (Handcuff in transport mode , controlled vs quick handcuffing).

A24. For transportation, hinged handcuffs are required and for everyday including quick handcuffing, chain handcuffs are required.

Q25. According to the universal handcuffing training for security guards in Quebec, certain types of handcuffing are not dispensed because they are reserved for law enforcement officials. In the event that the type of handcuff chosen is not the one given during the universal training (Use of force, rapid

handcuffing, articulated control and legal sitting), will the CBSA take charge of the theoretical, technical and practical training?

A25. That type of handcuff will not be selected.

Q26. Page 37, point 3a): It is stated in your tender document that the contractor must provide the vehicles to transport people of all ages and people with physical disabilities. Can you confirm whether vehicles will need to be adapted for people with reduced mobility? And if so, what are the specifics / modifications that you expect?

A26. It is not a requirement that vehicles must be adapted for reduced mobility purposes, however, the CBSA may provide mobility aids for certain clientele, along with instruction for use.

Q27. Page 66, point 9.2, paragraphs j and k): Concerning the new obligation to provide all PPE, which will have been decided and imposed on the security provider by the customer or one of its other service providers (eg. medical service), is it possible to obtain limits on the expenses that will have to be borne by the service provider?

A27. On average, it is estimated that approximately 400 masks are used by the current complement of guards per week. The CBSA does not have average usage numbers for gowns or gloves.

Q28.1 Page 68, points 11.0.2 and 11.0.3: In your document, it is mentioned that "The CBSA reserves the right to make changes to the number of vehicles required in the fleet from time to time, due to changing operational needs. " (item 11.0.2) and that "Arrangements must be made to increase the number of vehicles required from the fleet to cope with peak detention volumes, as requested by the CBSA." (point 11.0.3).

In the event that the CBSA increases the number of vehicles required during the course of the contract, what would be the deadline for supplying them?

A28.1 If this was requested, timelines would be negotiated between the CBSA and the vendor.

Q28.2. In the event that the CBSA decreases the number of vehicles required during the course of the contract, can the service provider expect to receive financial compensation for the vehicles that will no longer be used?

A28.2. If the number of required vehicles is decreased, the CBSA will pay for monthly costs of the 12 originally requested vehicles.

Q29.1 Section 3.2.2 (3): "Emergencies or other unforeseen or unforeseen situations may require the CBSA to call on additional resources. The Contractor must be able to provide the required number of resources within four (4) hours. "

What is the maximum number of additional resources will the service provider need to provide within 4 hours?

A29.1. As per 3.4.1 of the SOW, up to 10 resources must be available on-call.

Q29.2. You make no mention in your document of the associated penalties in the event that the supplier is unable to provide the additional agents within 4 hours. Would such penalties be imposed?

A29.2. Shortfall charges will be imposed for resources that are not provided, as per Annex F 'Cost Recovery – Surcharges'. The On-Call resource process will be confirmed at the contract kick-off meeting.

Q29.3. What would be the dispute settlement mechanism in the event of default on the part of the Contractor?

A29.3. Please consult 7.17 of the RFP for the Dispute Resolution steps.

Q30.1 Section 3.4.1 (1): "In cases where the request would be for ten (10) guards or less, the contractor must provide the resources within four (4) hours of said request using available resources. . "

You make no mention in your document of the penalties that are associated in the event that the supplier is unable to provide the additional agents within a prescribed period. Would such penalties be imposed?

A.30.1. Shortfall charges will be imposed for resources that are not provided, as per Annex F 'Cost Recovery – Surcharges'. The On-Call resource process will be confirmed at the contract kick-off meeting.

Q30.2. What would be the dispute settlement mechanism in the event of default on the part of the Contractor?

A30.2. Please refer to Section 7.17 of the RFP for the Dispute Resolution steps.

Q31. Can you clarify the differences between points 3.4.1. paragraph 1) and 3.2.2. paragraph 3)?

A31. Section 3.2.2 refers to the regular complement. Paragraph 3 is reference to the Task Authorization of On-Call Resources found at 3.4.1. A reference to provide additional clarity will be added via an amendment.

Q32.1 Section 3.4.2. Task authorization for the arrival of mass migrants: When will the Contractor have to provide his 30 additional resources?

A32.1. Requests for resources in regard to Mass Migrant Arrivals (Section 3.4.2) will be negotiated with the vendor.

Q32.2. Would it be possible to schedule extra time agents to meet your deadlines?

A32.2. Timelines will be negotiated with the vendor in regard to resources for Mass Migrant Arrivals (Section 3.4.2).

Q32.3. You make no mention in your document of the penalties that are associated in the event that the supplier is unable to provide the additional agents. Would such penalties be imposed?

A32.3. Shortfall charges will be imposed for resources that are not provided, as per Annex F 'Cost Recovery – Surcharges'. The Task Authorization for additional resource process will be confirmed at the contract kick-off meeting.

Q32.4. What would be the dispute settlement mechanism in the event of default on the part of the Contractor?

A32.4 Please refer to Section 7.17 of the RFP for the Dispute Resolution steps.

Q33. We have noticed that you no longer require a provision requiring the Contractor to provide a minimum of 2 agents with driving license on the tarmac (DA-AVOP license) (old contract, page 36 of 66, clause 5.1.8) . Is this an oversight in the contract, or is this obligation removed from the new contract?

A33. The requirement for the airside driver's license is found in the resource requirement chart at 3.3.1 the SOW, under 'Transport Guard'.

Q34. In a 'normal' training on the use of force (page 56 of 103, point 4.2.2), one learns the use of handcuffs. On page 66 of 103, point 9.2 d) it is also a question of the use of "... shackles and conveyor belts". Will the CBSA provide a short theoretical and practical training on the installation of the "full kit" equipment (including the body chain, foot irons and handcuffs attached to the chain)? If an external trainer is to be used, will the trainer and training time for officers be billable to the CBSA?

A34. The CBSA does not pay for any required training. All costs must be borne by the vendor.

Q35. At Part 7: Administrative, Specifications 7.4, Statutory Holidays, Page 58: Can you please confirm the number of statutory holidays that are recognized as 8 are stated and federally 10 are recognized?

A35. There are eight (8) recognized statutory holidays for which the Contractor may bill the CBSA at the statutory holiday rate, as listed in Annex A at Section 7.4.2.

Q36. Part 6: Contractor Performance Standards 6.2 Overtime Page 57: Considering the requirement for 60% retention of incumbent employees can CBSA please furnish pay rates for positions deemed as critical?

A36. CBSA is not able to furnish pay rates for positions deemed as critical. It is the vendor's responsibility to make that determination, as the proposed resources are or will be the vendor's employees.

Q37. Part 6: Contractor Performance Standards 6.2 Overtime Page 57: Can you please furnish bidders with the seniority of the current staff?

A37. CBSA is not able to furnish seniority of the current contracted resources.

Q38. At 7.5.2 Project Authority Page 23/96 Term of Contract: Does the Proponent need to complete information for this section? Should we include the information in the Technical Bid?

A38. This information will be required upon Contract Award.

Q39. At 7.5.3 Contractor's Representative Page 24/96 Term of Contract: Does the Bidder need to complete information for this section? Should we include the information in the Technical Bid?

A39. This information must be included in the bid submission.

Q40. Annex G Non-Disclosure Agreement Page 85/96: Are you requiring the Bidder to complete and submit this section along with the bid?

A40. The Non-Disclosure Agreement must be completed and submitted by all resources after Contract award.

Q41. At 3.4.2 Task Authorization for Mass Migrant Arrival Page 50/96: Do the staff for the mass migrant arrivals need to have all of the same clearances and training as the regular staff?

A41. Yes, resources required for mass migrant arrivals must have the required security clearances and 'Training and Knowledge prior to Service Commencement' found in Annex A, Section 4.2, unless otherwise advised by the CBSA.

Q42. PART 8: UNIFORM REQUIREMENTS Page 58: Would CBSA Laval consider a high profile uniform instead of the blazer?

A42. As per Annex A Part 8, 'Uniform Requirements' a high profile uniform is acceptable so long as it's not military in style and meets all other uniform requirements outlined in Part 8.

Q43. At 5.4 Language Ability Page 55/96: Is the Bidder required to describe the assessment process, or show documentation proof that candidates can meet requirements?

A43. The bidder will be required to demonstrate the assessment process as well as show documented proof that candidates meet requirements, only if requested by the CBSA.

Q44. Part 4: Training 4.2.3 Page 52 Are the hours for the CBSA POSOP specific training billable?

A44. CBSA POSOP training must be completed prior to the resource beginning work at any CBSA site, therefore they are not billable.

Q45. Part 9: Material and Equipment Requirements 9.2.1 Page 61 How many radios are to be supplied to CBSA?

A45. The CBSA requires 12 radios.

Q46. What is the term of this requirement?

A46. This requirement is from 5 July 2021 to 30 June 2022, with a potential 3 month option period.

Q47. Will an extension be considered?

A47. The requirement will be extended to 24 March 2021 @ 1400EDT, see amendment below.

Q48. Who is the current supplier?

A48. The services are currently being performed by LE GROUPE DE SECURITE GARDA INC/THE GARDA SECURITY GROUP INC under 47419-193593/001/TOR.

2. Amend the RFP based on the answers for the Q&A.

1. Make changes to Appendix 1 'Contractor Provided Fleet Vehicle Specifications'.

At Appendix 1 'Contractor Provided Fleet Vehicle Specifications'

Delete: Section 1.1 'Minimum Features' in its entirety.

Replace with:

1.1 MINIMUM FEATURES

The following features must be provided:

- Maximum speed limit control.
- Reliable communication system that enables all Contractor provided fleet vehicles on the road to contact each other, the shift supervisor, and all other required resources (which may include a CBSA employee), at all times. The system will be used to convey instructions and to request assistance.
- Interior lights must be arranged to illuminate all of the interior of the vehicle.
- Backup camera.
- Minimum of two (2) door lock fobs.
- Power adjustable mirrors.

2. Make changes to Annex A, Article 2.1.3 Inland Operations Departure Verification.

At Article 2.1.3

Delete: Article 2.1.3, point 'k'.

Replace with:

k. Ensure additional resources are available as per Section 3.1.4 'Task Authorizations for As and When Requested Requirements (On-Call Resources)' to provide on-site backup within four (4) hours' notice, and that the CBSA has granted prior approval for any overtime.

3. Delete Annex A, Article 3.4.2 'Task Authorization for Mass Migrant Arrivals'.

At Article 3.4.2

Delete: In its entirety.

4. Make changes to Annex A, Article 3.2.2 'IHC Resource Requirement'.

At Article 3.2.2

Delete: Article 3.2.2, point #3

Replace with:

1. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional resources. The Contractor must be able to provide the required number of resources within four (4) hours, as per Section 3.1.4 'Task Authorizations for As and When Requested Requirements (On-Call Resources)'.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED