



## RETURN BIDS TO:

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Bid Receiving Public Works and Government  
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Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
Ontario

## 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

<b>Title - Sujet</b> Security Guard Services	
<b>Solicitation No. - N° de l'invitation</b> 47419-216063/B	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> 47419-216063	<b>Date</b> 2021-06-30
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-016-8053	
<b>File No. - N° de dossier</b> TOR-0-43034 (016)	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-07-14</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Grozdanovski, Tase	<b>Buyer Id - Id de l'acheteur</b> tor016
<b>Telephone No. - N° de téléphone</b> (647) 926-3756 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Amendment 003 has been issued to:

1. Provide answers to the following questions;
2. Make changes to section 7.7.4 Method of Payment;
3. Make changes to section 7.8 Invoicing Instructions;
4. Make changes to the example in section 7.7.7 Indexing of the Basis of Payment – Firm Hourly Bill Rates;
5. Make changes to the example in section 7.7.9 Indexing of the Basis of Payment – Firm all-inclusive Monthly Bill Rate per Vehicle; and
6. Make changes to Annex A – Statement of Work.

**1. Provide answers to the following questions.**

Q1. How many two-way radios are required per shift on each site? E.G. Do you require one radio per person on shift, or will only specific staff require radios? How many backup/spare radios per site are required?

A1. Response provided in Amendment 002.

Q2. How many radios will CBSA require for their own use per shift on each site? How many members of the CBSA staff will be on site at any given time who require a radio?

A2. Response provided in Amendment 002.

Q3. How many cellphones will be required per shift on each site?

A3. Response provided in Amendment 002.

Q4. Can the on-site training be completed prior to the official launch date? If so, how many weeks earlier can the on-site training begin before start date?

A4. New resources required for the complement must complete the 40 hours of on-site training prior to the in-service date so that there is no gap in service. Incumbent guards already previously working on a CBSA contract at the location may not require this training.

Q5. Will the CBSA be delivering the initial round of on-site training? Will the first group of trainees and our trainers be taught by the CBSA, so that we can take over for any future training?

A5. CBSA or experienced contracted guards will provide the initial on-site training.

Q6. In the case of emergency uplift coverage, what is the typical number of additional staff that would be required?

A6. The contractor must ensure that a pool of 10 on-call resources is available (fully-trained and licensed as specified in Section 9.2 'Task Authorizations for As-and-When Requested Requirements (On-Call Resources)' in Annex A) for use when requested by the CBSA.

Q7. In the case of emergency uplift coverage, what is the expected amount of additional sets of equipment that would be required?

A7. The CBSA recommends 10 back up units be available.

Q8. How many spare sets of equipment are required on each site? For example, spare equipment would be required when certain units are in use on a detainee, such as handcuffs. We would like to know how many backup units are expected to be available.

A8. The CBSA recommends 10 back up units be available.

Q9. How many transport belts and leg irons are required per-site/per-car? How often are the belts and irons typically in-use per-day?

A9. Response for the required number is provided in Amendment 002.  
Belts and irons are used for approximately 70% of the required transports.

Q10. How many km are typically driven per-month/car?

A10. Response provided in Amendment 002.

Q11. Please define what the monthly vehicle "professional sanitization" specifications are. What key components are required in order to meet the CBSA vehicle sanitization standard?

A11. Please see the amendment made to Annex A. All surfaces must be wiped down, all carpeting and floors must be vacuumed, the inside and outside must be cleaned and free of debris.

Q12. In addition to the vehicle specifications, are we allowed to install high-security camera DVR systems in the vehicles? Are there any privacy concerns that we should be aware of in this instance?

A12. Yes, this would be allowable. The CBSA has consulted its internal Legal Services and does not foresee any privacy concerns.

Q13. In the recent question and answer document that was released, the answer to question 15 indicates that a prisoner transport system is not necessary. However, in the answer to question 26, the picture provided for the anti-ligature split vehicle compartment appears to be a prisoner transport system. Additionally, the updated language that is being included in the document indicates that "anti-ligature split vehicle compartments must be installed", which conflicts with the answer to question 15. Can you please clarify what the requirement is?

A13. The example provided in response to Q26 was a prisoner transport system, however, this is not a requirement if a vehicle compartment can be split using alternative means. Please see 'Example 5' picture in Amendment 001, Question 13 as an alternative example to a traditional prisoner transport system.

Q14. Reference Appendix 1.4, For the Quebec region it is stated that airside passes are a requirement for transport guards. Can you please clarify which type of permit is required?

A14. Transport guards in the Quebec Region must have an Airside Vehicle Operators Permit granted by Aéroports de Montréal.

Q15. Why is there no supervisor position for LISQ location?

A15. The CBSA does not require a fulltime supervisor at this location. Management working at the IHC is responsible for splitting their time between the IHC and LISQ locations.

Q16. Why is VIA supervisor's payscale higher than BCIHC supervisors even though BCIHC supervisors have a bigger team to manage and more workload?

A16. The payscales referred to in the point-rated technical criteria R11 were established with the feedback from a variety of industry stakeholders. Factors that influenced the feedback were the scope of duties, location of the work, whether or not parking would be available for contractor resources, etc

Q17. Why is LISQ guards payscale higher than BCIHC guards?

A17. See answer to question 16.

Q18. In Section 5.2.1, it is our understanding that there is no form to fill out regarding the Canadian Content Certification. Please advise if checking the box as confirmation is sufficient for submission.

A18. Yes, checking the box is sufficient.

Q19. Regarding Section 5.2.2 please advise if confirmation that we have read and understood the policy is what is sufficient for submission.

A19. Prior to contract award, the Contracting Authority will complete an integrity check. If a bidder has not provided the necessary information, as required in the *Ineligibility and Suspension Policy* [Ineligibility and Suspension Policy - Government of Canada's Integrity Regime - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca/ineligibility-and-suspension-policy-government-of-canada-s-integrity-regime-accountability-pspc), section 17 – *Information to be provided when bidding, contracting or entering into a real property agreement*, then the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the information within the time frame specified will render the bid non-responsive.

Q20. A new federal stat holiday has been declared; Truth and Reconciliation Day. Will this be added to the contract?

A20. Statutory holidays are determined by the province in which the services are taking place. If any provincially regulated statutory holidays are added, we will amend the contract at that time.

Q21. Can we submit a red-lined version (with our suggested changes) of the terms and conditions along with the RFP?

A21. This is a competitive requirement and our terms and conditions are as stated. All bidders must accept our terms and conditions or otherwise their proposal would be considered non-compliant. The only times that the Government of Canada would negotiate terms and conditions prior to contract award is for non-competitive requirements.

Q22. Regarding Vehicles: Can you kindly advise if segregation is required for the 5 passenger vehicles? And if yes can you advise on the format and layout of the segregation?

A22. Segregation in a 5-passenger vehicle is only required to separate the driver's cabin from the back seat.

Q23. Regarding Radios: Does CBSA require all the radios at every location to be able to communicate with one another as well as the transport vehicles?

A23. All guard resources on shift at each location must be able to communicate with one another.

Q24. Regarding Radios: Does each location need to have its own separate channel strictly for communication at that location?

A24. Yes, each location will require a separate channel.

Q25. Regarding Radios: Aside from AES256 encryption capabilities, are there any other encryption capabilities that are acceptable to CBSA?

A25. No, to ensure security only AES-256 bit encryption is acceptable.

## **2. Make changes to section 7.7.4 Method of Payment.**

At section 7.7.4 Method of Payment – Monthly Payment;

Delete:

### **7.7.4 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada;
- d. if applicable, the quarterly KPI incentive/liquidated damages from the Performance Management Framework detailed in Annex J; and
- e. if applicable, any cost recovery charges from Annex G – Cost Recovery.

Insert:

#### **7.7.4 Method of Payment**

Canada will pay the Contractor in two different method frequencies (bi-weekly and monthly).

##### **7.7.4.1 Method of Payment – Bi-weekly Payment (For Regular Rate, Statutory Holiday Rate, On-Call Rate, and Over Time Rate)**

Canada will pay the Contractor on a bi-weekly basis (every two weeks) for work performed during the two weeks covered by the invoice in accordance with the payment provisions of the Contract Basis of Payment at section B.X.Y.1 Regular Rate, B.X.Y.2 Statutory Holiday Rate, B.X.Y.3 On-Call Rate (Task Authorization - As and When Required), and B.X.Y.4 Over Time Rate (Task Authorization - As and When Required), if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada;

##### **7.7.4.2 Method of Payment – Monthly Payment (For Vehicles, Gasoline, Travel and Living Expenses, Other Direct Expenses, Performance Management Framework, and Cost Recovery)**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract Basis of Payment at section B.X.Y.5 Vehicles, B.X.Y.6 Gasoline, B.X.Y.7 Travel and Living Expenses – National Joint Council Travel Directive, B.X.Y.8 Other Direct Expenses, and B.X.Y.9 Performance Management Framework, if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada;
- d. if applicable, the quarterly KPI incentive/liquidated damages from the Performance Management Framework detailed in Annex J; and
- e. if applicable, any cost recovery charges from Annex G – Cost Recovery.

### **3. Make changes to 7.8 Invoicing Instructions.**

At section 7.8 Invoicing Instructions;

Delete:

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

Insert:

1. Canada will pay the Contractor on a bi-weekly and monthly basis (as per sections 7.7.4) for work performed covered by the invoice in accordance with the payment provisions of the Contract if:

### **4. Make changes to the example in section 7.7.7 Indexing of the Basis of Payment – Firm Hourly Bill Rates.**

At section 7.7.7 Indexing of the Basis of Payment – Firm Hourly Bill Rates;

Delete: In its entirety.

Replace with:

#### **7.7.7 Indexing of the Basis of Payment – Firm Hourly Bill Rates**

The firm hourly bill rates outlined in the Contract Basis of Payment, will be indexed for the Year 4 (option year 1), Year 5 (option year 2), Year 6 (option year 3), and Year 7 (option year 4) of the Contract.

Price indexation will be calculated by multiplying the current year firm hourly bill rates in the Contract Basis of Payment by the percentage change in the average weekly earnings, all employees, excluding overtime, not seasonally adjusted, NAICS: industrial aggregate excluding unclassified businesses for \_\_\_\_\_ (*one of Quebec, Ontario, Alberta, or British Columbia will be inserted at contract award depending on location of work under the contract*) over the two 12 month periods ending 3 months prior to the new Contract Year Start date.

Source: Statistics Canada. [Table 14-10-0203-01 Average weekly earnings by industry, monthly, unadjusted for seasonality](#)

Example:

With an expiration date for contract year 3 of September 2023, the year 4 rates (option period 1) for Ontario would be calculated by applying the percentage change in the average weekly earnings for Ontario (as detailed in the contract clause) for the 12 month period ending June 2022 to the 12 month period ending June 2023 to the contract year 3 rates.

Jul-21	1,100.25	Jul-22	1,130.97
Aug-21	1,101.34	Aug-22	1,140.54
Sep-21	1,099.22	Sep-22	1,134.22
Oct-21	1,110.35	Oct-22	1,134.23
Nov-21	1,108.98	Nov-22	1,126.78
Dec-21	1,111.56	Dec-22	1,131.23
Jan-22	1,112.22	Jan-23	1,133.67
Feb-22	1,120.45	Feb-23	1,140.12
Mar-22	1,112.67	Mar-23	1,141.89
Apr-22	1,121.98	Apr-23	1,140.98
May-22	1,118.90	May-23	1,141.11
Jun-22	1,120.00	Jun-23	1,145.54
Sum	13,337.92		13,641.28
Average (Sum/12)	1,111.49		1,136.77
Percentage Change (1,136.77 - 1,111.49)/1,111.49			2.3%

The contract year 3 hourly rates would be increased by 2.3% to determine the contract year 4 hourly rates.

The rates for contract year 5 would be established in September 2024 using the year 4 rates calculated above adjusted by the percentage change in the average weekly earnings for Ontario for the 12 month period ending June 2023 to the 12 month period ending June 2024.

Contract years 6 and 7 would follow the same pattern.

#### **5. Make changes to the example in section 7.7.9 Indexing of the Basis of Payment – Firm all-inclusive Monthly Bill Rate per Vehicle.**

At section 7.7.9 Indexing of the Basis of Payment – Firm all-inclusive Monthly Bill Rate per Vehicle;

Delete: In its entirety.

Replace with:

The Firm all-inclusive Monthly Bill Rate per Vehicle will be indexed for the Year 4 (option year 1), Year 5 (option year 2), Year 6 (option year 3), and Year 7 (option year 4) of the Contract.

Price indexation will be calculated by multiplying the current year Firm all-inclusive Monthly Bill Rate per Vehicle in the Contract Basis of Payment by the percentage change in the annual average Consumer Price Index (CPI), all items, not seasonally adjusted, for \_\_\_\_\_ (one of



*Quebec, Ontario, Alberta, or British Columbia will be inserted at contract award depending on location of work under the contract*) over the two 12 month periods ending 3 months prior to the new Contract Year Start date.

Source: Statistics Canada. [Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted](#)

Example:

With an expiration date for contract year 3 of September 2023, the year 4 Firm all-inclusive Monthly Bill Rate per Vehicle (option period 1) for Ontario would be calculated by applying the percentage change in the annual average CPI for Ontario (as described in this contract clause) for the 12 month period ending June 2022 to the 12 month period ending June 2023 to the contract year 3 rates.

Jul-21	138.5	Jul-22	140.9
Aug-21	138.6	Aug-22	141.5
Sep-21	139.1	Sep-22	141.3
Oct-21	139.0	Oct-22	142.0
Nov-21	139.3	Nov-22	142.1
Dec-21	139.4	Dec-22	142.3
Jan-22	139.3	Jan-23	142.4
Feb-22	139.6	Feb-23	143.0
Mar-22	140.1	Mar-23	143.3
Apr-22	140.3	Apr-23	144.6
May-22	140.8	May-23	144.7
Jun-22	140.7	Jun-23	145.0
Sum	<u>1,674.7</u>		<u>1,713.1</u>
Average (Sum/12)	139.6		142.8
Percentage Change (142.8 – 139.6)/139.6			2.3%

The contract year 3 Firm all-inclusive Monthly Bill Rate per Vehicle would be increased by 2.3% to determine the contract year 4 vehicle charge out rates.

The rates for contract year 5 would be established in September 2024 using the year 4 rates calculated above adjusted by the percentage change in the average annual CPI for Ontario for the 12 month period ending June 2023 to the 12 month period ending June 2024.

Contract years 6 and 7 would follow the same pattern.

## **6. Make changes to Annex A – Statement of Work.**

At section 12.1 Transport Specific Standards;

Delete:

5. The Contractor must clean and sanitize the Contractor provided fleet vehicles after each use. The Contractor must also have the Contractor provided fleet vehicles sanitized professionally on a monthly basis and after heavy use at no additional cost to the CBSA.

Insert:

5. The Contractor must ensure the Contractor provided fleet vehicles are cleaned and sanitized after each use. The Contractor must also have the entirety of the Contractor provided fleet vehicles sanitized thoroughly on a monthly basis and after heavy use at no additional cost to the CBSA, using approved disinfectant and sanitizer products.