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LETTER OF INTEREST

LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Special Projects/Projets Spéciaux

Terrasses de la Chaudière 4th Floo

10 Wellington Street

Gatineau

Québec

K1A 0S5

Title - Sujet Detention Guard Services	
Solicitation No. - N° de l'invitation M5000-185042/B	Date 2018-09-21
Client Reference No. - N° de référence du client M5000-185042	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZL-104-33824
File No. - N° de dossier 104zl.M5000-185042	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-10-15	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gervais, Karine	Buyer Id - Id de l'acheteur 104zl
Telephone No. - N° de téléphone (613) 858-8463 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE RCMP Detachments in AB, NT, NU, SK and MB Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	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

Request for Information (RFI)

Standing Offer for Detention Guard Services – Various Location in Canada; Alberta Region (Alberta, Northwest and Nunavut Territories); Prairie Region (Manitoba and Saskatchewan); and Pacific Region (British Columbia and Yukon Territory)

1. Background and Purpose of this Request for Information (RFI)

Public Services and Procurement Canada (PSPC) intends to issue a Request for Standing Offer (RFSO) to provide companies the opportunity to bid on Royal Canadian Mounted Police (RCMP) Detention Guard services in the locations stated above. The successful offerors would provide the services of Detention Guards as authorized per call-ups on an “as and when requested basis” to assist with duties related to the safety and well-being of persons incarcerated in RCMP cells.

The purpose of this Request for Information (RFI) is to request feedback from interested parties that will be used to inform the procurement process for the potential upcoming Request for Standing Offer for RCMP Detention Guard Services.

The objectives of this RFI are as follows:

- a) To determine interest in the upcoming procurement tools ;
- b) To ensure the types of services being requested in the upcoming RFSO meet qualifications of potential offerors;

2. Questions for Industry

Please provide information on relevant services that you currently offer. This will better inform Canada's procurement strategies for RCMP Detention Services. **You may choose to only answer certain questions.** Please structure your responses so that it is clear which question(s) you are responding to.

A. Services Delivery

- I. Do any aspects of the requirement limit your ability or interest in submitting a response to a potential RFSO? If yes, what improvements would you propose to make it more achievable or in scope of the industry?
- II. Does your organization have the capability to provide services at the Locational level for each of the three specific regions as described? Are there any changes in the definitions of Locational level that may increase the service delivery?
- III. What challenges does your organization anticipate with the management and provision of detention guards for the Basic locations? How will the challenges change with regards to the remote locations? A challenge could be define as: response time, resource security clearances, training or any other items related to the Statement of Work.

B. Training Requirement

- IV. Does your organization have the ability and capability to deliver the training requirements as identified in the Statement of Work? If no, what are the changes that would need to be included to make the training requirements achievable?

C. Administrative support

- V. What challenges do you foresee in the administration support, including the reporting requirements, as described? What solutions would you propose to overcome those challenges?

D. Evaluation Criteria and Basis of Payment

- VI. Are the technical evaluation criteria described in the draft RFSO achievable and in scope for the industry?
- VII. When providing Detention guard services to your clients:
- i) Do you provide different levels of resources and rates?
 - ii) If so, what differentiates between the different levels of Detention guards, supervisors, or rates? For example, is it based on type of service, training, experience, etc.?
 - iii) Are rates provided normally all-inclusive? How do you manage the Overtime and Statutory Holiday associate costs as per the all-inclusive rates?

E. Indigenous

PSPC seeks to provide economic benefits to indigenous companies via this standing offer and to build local capacity.

- VIII. Would you (or any indigenous companies within the community) be interested in responding to a Request for Standing Offer for the Detention Guard services? If no, please explain.
- IX. Do you (or any indigenous companies within the community) have the experience, staff, or partners with the necessary expertise that will allow you to bid on the Detention Guard RFSO?

3. Procurement Process

a) The following steps are currently planned in this procurement process:

Activities	Potential completion dates
Request for Information (RFI) process	September 2018
Request for Standing Offer release	Fall 2018
Request for Standing Offer Evaluations	Winter 2019
Standing Offer Award	Winter 2019

4. Nature of Request for Information

The purpose of the RFP is to engage Industry to seek feedback and receive comments and recommendations on the proposed requirements.

This is not a bid solicitation. This RFI will not result in the award of any contract. As a result, potential suppliers of any goods or services described in this RFI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this RFI. Nor will this RFI result in the creation of any source list. Therefore, whether or not any potential supplier responds to this RFI will not preclude that supplier from participating in any future procurement. Also, the procurement of any of the goods and services described in this RFI will not necessarily follow this RFI. This RFI is simply intended to solicit feedback from industry with respect to the matters described in this RFI.

5. Response Costs

Canada will not reimburse any organization for expenses incurred in responding to this RFI including, but not limited to, expenses incurred for participating in subsequent Engagement Activities.

6. Treatment of Responses

- a) **Use of Responses:** Responses will not be formally evaluated. However, the responses received may be used by Canada to develop or modify procurement strategies or documents for a new Request for Standing Offer (RFSO). Canada will review all responses received by the RFI closing date, and may at its discretion, review responses received after the RFI closing date.
- b) **Review Team:** A review team composed of representatives of Canada will review the responses. Canada reserves the right to engage any independent, or use any Government resources that it considers necessary to review any response. Not all members of the review team will necessarily review all responses.
- c) **Confidentiality:** Respondents should mark any portions of their response that they consider proprietary or confidential. Canada will handle the responses in accordance with the [Access to Information Act](#) and the [Privacy Act](#).

7. Follow-up Activity

Canada may, at its discretion, contact any respondents to follow up with additional questions or for clarification of any aspect of a response. Depending on the responses received, Canada may also hold an information session for Industry; this event will only be open to all individuals or organizations.

8. Contents of this RFI

The information contained in this document remains a work in progress and respondents should not assume that new requirements will not be added to any bid solicitation that is ultimately published by Canada. Nor should respondents assume that none of the requirements will be deleted or revised.

This RFI contains specific questions addressed to Industry – see [Section 2](#) above.

9. Nature and Format of Responses Requested

Respondents are requested to respond to the questions identified in Section 2. Any assumptions made in the responses should be explained. A response does not need to be provided for every question. Respondents can respond to as many or few questions as they would like.

10. Enquiries

As this is not a bid solicitation, Canada will not necessarily respond to enquires in writing or by circulating answers to all potential suppliers. However, respondents with questions regarding this RFI may direct their enquiries to:

Name: Karine Gervais
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Specialized Professional Services Procurement Directorate

Address: 10 Wellington Street, Gatineau, QC, K1A 0S5
Telephone: 613-858-8463
E-mail address: karine.gervais@tpsgs-pwgsc.gc.ca

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11. Submission of Responses

a) Time and Place for Submission of Responses: Interested parties should email their response to Public Services and Procurement Canada at; Karine.Gervais@pswgs-tpsgc.gc.ca by the date, time and place indicated on page 1 of the RFI.

b) Responsibility for Timely Delivery: Each respondent is solely responsible for ensuring a response is delivered on time.

c) Identification of Response: Each respondent should ensure that their name and return address, as well as the file number: **M5000-185042/A** is included in all correspondence.

Draft Request for Standing Offer

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 The Royal Canadian Mounted Police (RCMP) requires the services of Detention Guards as authorized on a per call-up "as and when requested basis" to assist with duties which are related to the safety and well-being of persons incarcerated in RCMP cells.

The period of the Standing Offer is from award date to March 31, 2022. With the possibility of Two (2) additional one (1) year option periods under the same terms and conditions.

The objective of this request for Standing Offer is to establish various procurement instruments for the provision of detention guard services in several locations that are remote and difficult to access. Up to three (3) different Offerors, one for each region, to be used for requirements valued up to \$2,000,000.00:

- Alberta Region (Alberta, Northwest and Nunavut Territories);
- Prairie Region (Manitoba and Saskatchewan)
- Pacific Region (British Columbia and Yukon Territory)

One Offeror could win one, two or all three Regional Master Standing Offer.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

- 1.2.3 The requirement is limited to Canadian goods and/or services.
- 1.2.4 The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).
- “This procurement is subject to the Nunavut Land Claims Agreement, Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, Tlicho Land Claims and Self-Government Agreement, Inuvialuit Final Agreement, Vuntut Gwich'in First Nation, First Nation of Nacho Nyak Dun, Teslin Tlingit Council, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation, Ta'an Kwach'an Council, Kwanlin Dun First Nation, Carcross/Tagish First Nation, Maa-nulth Final Agreement,.”
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.6 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the

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Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such

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except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies) and 1 soft copy on USB key

Section II: Financial Offer (1 hard copy) and 1 soft copy on USB key

Section III: Certifications (1 hard copy) and 1 soft copy on USB key

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix "1" to PART 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Appendix "1" to PART 3 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Identification	Mandatory Technical Criteria	Met	Not met
MTC1 - Licensing	For each Province or Territory in which the Offeror is submitting an Offer, the Offeror must possess a valid Security Agency or Security Business License, where an agency or business license is applicable.		
MTC2- Management Structure	The Offeror must describe their proposed management structure, including the 3 roles and responsibilities of the Executive Representative, Account Representative and the Training Coordinator		
MTC3 – Experience	<p>The Offeror must demonstrate a minimum of 5 years of experience providing similar security services (as described in the Statement of Work) to private or government entities.</p> <p>This experience must be supported by providing a minimum of 2 **recent examples, to a maximum of 5.</p> <p><u>Definitions</u> **Recent is defined as from within the last 7 years.</p>		

4.1.1.2 Point Rated Technical Criteria

1. The following scoring grid will be used for the evaluation of the rated criteria.
2. ONLY the Percentage Factors indicated in the table are to be entered into the evaluation grids that follow. In other words, evaluators MUST choose from ONLY the following available Percentage Factors: 100%, 70%, 60%, 40%, and 0%. Factors such as 65%, 85%, etc. MUST NOT be used.

3. The "Points" and "Total Points" boxes in the grids will be calculated based on the Percentage Factor(s) assigned. Evaluators MUST NOT select a number for "Points" which does not correspond to a Percentage Factor. For example, 3/10 is not an acceptable score as 30% is not an available.

Rating Scale	
Not Addressed (0% of points available)	The Offeror's technical bid did not provide detail as to how the criterion is met or Offeror failed to submit a response. Unable to evaluate.
Partially Addressed (40% of points available)	The Offeror's technical bid demonstrates some understanding of the criterion. Limited description as to how the offeror meets the criteria. Several weaknesses, or deficiencies that pose moderate risk(s) to the Detention Guard services delivery.
Addressed (60% of points available)	The Offeror's technical bid demonstrates adequate understanding of the criterion. Partial description as to how the Offeror meets the criteria. Limited weaknesses or deficiencies that pose minor risk(s) to Detention Guard services delivery.
Satisfactory Addressed (70% of points available)	The Offeror's technical bid demonstrates a satisfactory understanding of the criterion. Complete description as how the Offerors meets the criteria. Minimal weakness or deficiencies that will not likely pose any risk to the Detention Guard services delivery.
Strongly Addressed (100% of points available) -	The Offeror's technical bid demonstrates a strong understanding of the criterion. Comprehensive description as to how the Offeror meets or exceed all of element of the criteria. No evident weakness or deficiency. No inherent risk posed to the Detention Guard services delivery.

The point rated technical criteria applies to EACH region which the Offeror is submitting an Offer.

Technical Evaluation Scale		Required minimum to be deemed responsive
RT1 - Detention Guard Services	30 points	Not applicable
RT2 - Training	30 points	Not applicable
RT3 - Services Delivery	20 points	Not applicable
RT4 - Reporting Requirement	30 points	Not applicable
TOTAL	110 points	77 points

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RT1 - Detention Guard Services– Up to a maximum of 30 points.			
The Offeror should demonstrate its approach in providing qualified Detention Guards and ensure continuous service delivery in both regularized and 'as and when requested' environments throughout the Call-Up, addressing as a minimum:		Percentage Factor	Points
Description	Assessment of Criteria and documentation		
a. Recruitment	The Offeror should provide a detailed description of their overall recruitment strategy that clearly indicates how the Offeror will cultivate new Detention Guards as-needed, including in remote locations. This will include strategies that address the difficulty in finding qualified Detention Guards (including remote locations), and how the Offeror will provide the RCMP with a recruitment strategy and general staffing progress reports on request.		/ 10
b. Security Requirement	The Offeror should provide a security clearance acquisition plan that aligns with the Statement of Work, inclusive of how security clearances will be acquired prior to resources reporting to the site, how renewals will be addressed, and how the Offeror will provide the RCMP with personnel security clearance expiry status reports on request.		/ 10
c. Service Deficiencies	The Offeror should provide a service deficiency strategy that clearly addresses how service deficiencies specific to Detention Guards, staffing shortages, training and invoicing issues will be dealt with.		/ 10
Comments:			Total Points / 30

RT2 - Training– Up to a maximum of 30 points.			
Description	Assessment of Criteria and documentation	Percentage Factor	Points
The Offeror shall demonstrate its approach in providing required training to the Detention Guards, as described in the Statement of Work article 7.0.	<p>The Offeror should describe a training strategy that includes at minimum:</p> <ul style="list-style-type: none"> • what training will occur and the list of course content, • how and when it will be provided to the Detention Guard prior to reporting to the site and on a refresher basis, and, • how the Offeror will provide the RCMP with personnel training status reports on request. 		/ 30
Comments:			Total Points / 30

RT3 Services Delivery Up to a maximum of 20 points.			
Description	Assessment of Criteria and documentation	Percentage Factor	Points
The Offeror should demonstrate a plan to ensure the delivery of the Detention Guards services and its ability to execute the work described in the Statement of Work successfully.	The Offeror should describe its plan including: its structure, how the Offeror will maintain communication lines with Project Authority and the detachment as needed, the internal chain of communication with Detention Guards, following-up on complaints, issue resolution and reporting.		/ 20
Comments:			Total Points / 20

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RT4 – Reporting Requirement – Up to a maximum of 30 points.			
Description	Assessment of Criteria and documentation	Percentage Factor	Points
The Offeror should describe its processes to provide the reporting requirement, as described in the Statement of Work article 6.1.3	The Offeror should define its process for how invoicing and reporting requirements will be processed and delivered in a timely and effective accurate manner. This process should include the following, as a minimum: administrative section structure including the role and responsibilities; reporting, invoicing tracking and monitoring procedures; invoice dispute resolution; report review procedures, including quality assurance.		/ 30
Comments:			Total Points / 30

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

In respect of the "Volumetric Date (Estimated Annual Hours)" listed below in (A and D*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

Alberta Region – Detention Guard (Table 1)							
	A	B	C = A x B	D	E	F =D x E	C + F
Location Level	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for Regular time	Sub-Total #1	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for overtime and Statutory Holiday	Sub-Total #2	Total (Sub-Total #1 + Sub-Total #2)
Basic	126,900		\$ -	14,100		\$ -	\$ -
Remote Area 1	37,800		\$ -	4,200		\$ -	\$ -
Remote Area 2	117,000		\$ -	13,000		\$ -	\$ -
Remote Area 3	45,000		\$ -	5,000		\$ -	\$ -
Remote Area 4	36,000		\$ -	4,000		\$ -	\$ -
Total Evaluated Price – Detention Guard						\$	-
Alberta Region – Supervisor (Table 2)							
	A	B	C = A x B	D	E	F =D x E	C + F
Location Level	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for Regular time	Sub-Total #1	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for overtime and Statutory Holiday	Sub-Total #2	Total (Sub-Total #1 + Sub-Total #2)
Basic	14,400		\$ -	1,600		\$ -	\$ -
Remote Area 1	5,400		\$ -	600		\$ -	\$ -

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Remote Area 2	19,800		\$ -	2,200		\$ -	\$ -	
Remote Area 3	3,600		\$ -	400		\$ -	\$ -	
Remote Area 4	2,700		\$ -	300		\$ -	\$ -	
Total Evaluated Price – Supervisor							\$	-
Alberta Region Total (Table 1 + Table 2)							\$	-

Prairie Region – Detention Guard (Table 3)								
	A	B	C = A x B	D	E	F =D x E	C + F	
Location Level	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for Regular time	Sub-Total #1	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for overtime and Statutory Holiday	Sub-Total #2	Total (Sub-Total #1 + Sub-Total #2)	
Basic	198,000		\$ -	22,000		\$ -	\$ -	
Remote Area 1	133,200		\$ -	14,800		\$ -	\$ -	
Remote Area 2	27,000		\$ -	3,000		\$ -	\$ -	
Evaluated Price – Detention Guard							\$	-
Prairie Region – Supervisor (Table 4)								
	A	B	C = A x B	D	E	F =D x E	C + F	
Location Level	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for Regular time	Sub-Total #1	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for overtime and Statutory Holiday	Sub-Total #2	Total (Sub-Total #1 + Sub-Total #2)	
Basic	56,700		\$ -	6,300		\$ -	\$ -	
Remote Area 1	41,400		\$ -	4,600		\$ -	\$ -	
Remote Area 2	2,520		\$ -	280		\$ -	\$ -	
Evaluated Price - Supervisor							\$	-
Prairie Region Total (Table 3 + Table 4)							\$	-

Pacific Region – Detention Guard (Table 5)							
	A	B	C = A x B	D	E	F =D x E	C + F
Location Level	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for Regular time	Sub-Total #1	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for overtime and Statutory Holiday	Sub-Total #2	Total (Sub-Total #1 + Sub-Total #2)
Basic	33,300		\$ -	3,700		\$ -	\$ -
Remote Area 1	76,000		\$ -	7,600		\$ -	\$ -
Remote Area 2	35,000		\$ -	3,500		\$ -	\$ -
Total Evaluated Price						\$ -	
Pacific Region – Supervisor (Table 6)							
	A	B	C = A x B	D	E	F =D x E	C + F
Location Level	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for Regular time	Sub-Total #1	Volumetric Data (Estimated Annual Hours)	Firm All-Inclusive Hourly Rate for overtime and Statutory Holiday	Sub-Total #2	Total (Sub-Total #1 + Sub-Total #2)
Basic	16,000		\$ -	1,600		\$ -	\$ -
Remote Area 1	32,000		\$ -	3,200		\$ -	\$ -
Remote Area 2	15,000		\$ -	1,500		\$ -	\$ -
Total Evaluated Price				\$ -			
Pacific Region Total (Table 5 + Table 6)						\$ -	

Evaluated Price (Applicable taxes excluded) (sum of: Alberta Region + Prairie Region + Pacific Region)	\$ -
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4.2 Basis of Selection

4.2.1 Basis of Selection – Lowest Price per Point

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Standing Offer;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 110 points.

2. Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

if there are requirements for safeguarding measures at the Offeror's and proposed individuals' sites or premises, add the following:
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

6.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D – Insurance Requirement.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled statement of work. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional _____ period, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

“This procurement is subject to the Nunavut Land Claims Agreement, Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, Tlicho Land Claims and Self-Government Agreement, Inuvialuit Final Agreement, Vuntut Gwich'in First Nation, First Nation of Nacho Nyak Dun, Teslin Tlingit Council, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation, Ta'an Kwach'an Council, Kwanlin Dun First Nation, Carcross/Tagish First Nation, Maa-nulth Final Agreement.”

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Karine Gervais
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Specialized Professional Services Procurement Directorate

Address: 10 Wellington Street, Gatineau, QC, K1A 0S5
Telephone: 613-858-8463
E-mail address: karine.gervais@tpsgs-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Royal Canadian Mounted Police (RCMP).

7.8 Call-up Procedures

7.8.1 Calling Up Detention Guard Services

- a) There are three Regional Master Standing Offers (RMSO) across Canada for the provision of detention guard services, each covering a specific geographic area.
- b) Detachments are advised that the call-up is to be made in the region in which the detachment is located.

Services provided by the Offeror are limited to the financial limitation specified in the call-up document.

- c) The call-up form constitutes the precise contractual arrangement between the Offeror and Canada. The form must be fully completed and forwarded to the Offeror without delay.
- d) The Identified User's representative will distribute a copy of the Call-Up to the Offeror.
- e) The Offeror MUST sign and return the acknowledgment copy to the Identified User's representative.
- f) To access the services under the call-up, the Detachment will contact the Offeror to determine if the latter can fully satisfy the detention guard requirements of the Detachment.
- g) Detachments may place a call via the telephone or email to the correct divisional Offeror's office. During the phone call the detachment should identify:
 - i. Whether a detention guard or supervisor is needed;
 - ii. Hours/dates the services will be required.
- h) If any detention guard furnished is, in the opinion of the detachment, incompetent, appears unfit for duty, or has been conducting himself/herself improperly, the Offeror must immediately, upon written notification from the detachment, remove and replace him/her with a detention guard acceptable to the detachment. The Offeror must advise the Standing Offer Authority in writing of the circumstances of all removals and what corrective action was taken.

7.8.2 Scheduling and Assigning Work

The Identified User agrees to pay for reasonable lunch breaks and rest periods in accordance with provincial laws with the understanding that all detention guards must remain in the building during these periods in the event they may be called back to work to assist in an emergency situation.

7.8.3. Suspension, Change

Canada may, by giving notice in writing to the Offeror, suspend or change the scope of the services called up. The Offeror must immediately comply with the requirements of any such notice. Call-up documents must be amended accordingly to reflect the revised scope of services and the revised total estimated expenditure.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
 - PWGSC-TPSGC 7169-1 Call-up Against a Standing Offer for Security Guard Services

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$2,000,000.00 (Applicable Taxes included).

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2035 (2018-06-21), General Conditions – Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____"*)

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.12.3 SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12) Canadian Content Certification

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Method of Payment

H1008C (2008-05-12) Monthly Payment

7.5.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C0705C (2010-01-11) Discretionary Audit

7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract,
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D – Insurance Requirement. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation
M5000-185042/B
Client Ref. No. - N° de réf. du client
M5000-185042/B

Amd. No. - N° de la modif.
File No. - N° du dossier
104z1.M5000-185042

Buyer ID - Id de l'acheteur
104z1
CCC No./N° CCC - FMS No./N° VME

7.8 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9 Suspension of Work/Strike or Lockout

Notwithstanding any provision of the Standing Offer relating to excusable Delay, a strike or lockout of the Offeror will not constitute an event of Excusable Delay under the Standing Offer. The provisions relating to Excusable Delay or Suspension of Work will not apply to a strike or lockout of the Offeror.

In the case of a strike or lockout, following a determination by Canada that the provision of security guard services must not be interrupted, Canada may, by notice, suspend the obligations of the parties for a period of three (3) months during the term of the Standing Offer.

If the strike or lockout has not been resolved during such a period, suspension may be continued for an additional three (3) month period.

Suspension of performance will be without cost to either party.

Canada must be entitled to obtain security services from other sources during the period of suspension.

ANNEX "A"

STATEMENT OF WORK

1. Objective

The Royal Canadian Mounted Police (RCMP) requires the services of Detention Guards as authorized on a per call-up "as and when requested basis" to assist with duties which are related to the safety and well-being of persons incarcerated in RCMP cells.

1.1 Definition:

Project Authority: is the RCMP member/person identified as such on each call-up.

Identified User: is the RCMP member or the person identified as such on each call-up.

Offeror: the resulting qualified supplier.

2. Background

As part of the Federal Policing Program, the RCMP provides policing services to the federal government across several provinces and territories. These services are provided in several locations that are remote and difficult to access.

In the delivery of the Federal Policing Program, support services are required in order to increase the capacity of the present resources, achieve effective service delivery and enable the RCMP to focus on its primary mandate.

3. Scope of Services

The Offeror is engaged by Canada as an independent Offeror for the sole purpose of providing these Detention Guard services. Neither the Offeror nor any of its resources is an employee, servant or agent of Canada. Identified users must be satisfied that an employer-employee relationship will not result when they enter into a Standing Offer for detention guard services. When in doubt, before entering into a contract/call-up for services, identified users should seek the advice of their legal adviser to ensure that no employer-employee relationship exists in any resulting call-up.

The Offeror must comply with provincial and federal laws applicable to the Master and Servant relationship such as Provincial Employment Standards Acts, Decrees Respecting Security and/or Detention Guards, etc.

The Offeror is solely responsible for supervisory duties such as scheduling work in accordance with the period of coverage requested, making final decisions with regard to the promotion and payment of wages, enforcing disciplinary measures, etc.

- a) A "work site" refers to the detachment where detention guards are utilized and "post" refers to the cellblock/detention area within the building.
- b) The services provided must include supervision to review performance of resources by the Offeror.
- c) To this end, the Offeror must ensure that they are thoroughly familiar with the work sites under their jurisdiction excluding physical inspection of remote locations.

4. Response Time

The Offeror must supply a detention guard or suitable replacement within four (4) hours following a request or as agreed upon between the Offeror and the Detachment.

In remote locations, if a detention guard is available, the detention guard must be supplied within six (6) hours, or within the time frame agreed upon between the Offeror and the detachment.

While it is recognized that some communities are isolated and problematic to have available resources, the Offeror must provide resources in response to all requests for detention guards regardless of time of day or call-up duration.

5. Service Deficiencies

Resources assigned to provide detention guard services must be capable of performing the required services at a level of competence deemed acceptable by the Identified User.

5.1 Replacement of Resources

The Offeror must provide a replacement within 4 hours or time agreed upon with the Identified User if the resource provided is unqualified or unsuitable to perform the required services.

5.2 Offeror

Should a deficiency be identified regarding the services provided, the nature of the issue should be stated in writing by the Identified User and forwarded to the Offeror. Upon receipt of the written notice, the Offeror must as soon as possible and within not more than three (3) business days propose corrective action for the Identified User's review/approval and specify the date the corrective action must be implemented. Any costs associated with the corrective action must be borne by the Offeror.

If the deficiency is not corrected by the agreed date and the corrective action remains outstanding, the Standing Offer Authority should be notified.

6. Deliverables

6.1 Offeror Roles and Responsibilities:

6.1.1 Within the context of this Standing Offer, the Offeror must provide the following services, but not limited to:

- a) Provide guard documentation to the detachment for all resources assigned to a particular worksite. Documentation may include name, training, site, security clearance etc. New resources must not be assigned to a worksite until they have received the appropriate training, possess the required certification, and possess a valid security clearance.
- b) Possess a valid Security Agent or Security Business license to operate in the province/territory where they are providing service.
- c) Provide for and ensure resources wear the regular guard uniform, which includes pants and a shirt;
- d) Ensure the respect of Items Not Authorized, unless specified otherwise:

-
- i. Televisions, radios and digital music devices, used for personal reasons are not permitted.
 - ii. The use of personal cell phones for non-security/non-emergency related matters is not permitted. Only work-related reading material is allowed e.g. newspapers, magazines, school books, etc., are not permitted.
 - iii. Food items and beverages, (exception: water in clear bottles or cups) are not permitted at post;
 - iv. No eating while providing service, unless specified otherwise;
 - v. The consumption of drugs or alcohol while on-site is strictly prohibited, and will result in the immediate removal of the resource.
- e) Purchase and manage all equipment required in the provision of services including, but not limited to: flashlights and cellular phones.
- f) Purchase and manage all consumables required in the provision of services including, but not limited to: working batteries for flashlights, notebooks, and pens and paper.
- g) Ensure all Canada equipment issued by the Identified User for use by the Offeror is controlled and maintained. This includes, but is not limited to: two Way Radios; and computers.
- h) Ensure the proper number of relief guards are present on the worksite to perform relief duties during meals and rest period.
- i) In order to reduce the need for retraining or re-orienting detention guards, make best effort to assign the same resources to the post location.
- j) Ensure consistency of services:
 - i. ensure best effort is made to schedule the same detention guards at the same units; and
 - ii. provide properly trained back-up support in the event of illness, holidays, or other absences.
- k) Be solely responsible to pay overtime rates to its employees for all overtime hours worked without the Identified User's prior written approval, and will not bill and will not be paid at the overtime billable rate for any unapproved overtime hours.
- l) Ensure that Canada is only billed for the services requested:
 - i. Overfills occur when the Offeror provides too many guards or guards for longer periods than required.
 - ii. Shortfalls occur when the requested services are not supplied at a unit or worksite. Common causes of shortfalls are late arrival or leaving post early, and inability to provide sufficient number of qualified guards. The Offeror must ensure that the Identified User is not billed overtime as a result of the Offeror having to fill the Shortfall.

6.1.2 Within the context of this Standing Offer the Offeror must provide the following resources to implement adjustments or changes to any Services the Offeror may identify and the RCMP will approve:

a) Offeror's Executive-Level Representative Requirement and Responsibilities. The Executive Level Representative must:

- i. be at a Vice-President level or higher within Offeror's organization and will be responsible for communicating with the Standing Offer Authority in regards to outstanding Contractual issues.
- ii. Act as the Offeror's Representative for the Standing Offer
- iii. be the highest level of resolution and authority for all matters relating to the Standing Offer.

b) Offeror's Training Coordinator Requirement and Responsibilities. The Training Coordinator must:

- i. perform initial roll-out of the training for detention guards and supervisors to ensure they arrive on site fully trained and certified, as per Section 7.1.1;
- ii. ensure the 4-hour refresher training occurs every 6 months and all certifications are up to date on an ongoing basis;
- iii. provide detailed reports on detention guard training and certificate status on a monthly basis or as requested by the RCMP.

c) Offeror's Account Representative Experience Requirement and Responsibilities. The Account Representative must:

- i. acting as the single point of contact for Identified Users' questions/issues;
- ii. identifying the expertise within their organization for follow-up to i) above; and
- iii. playing an active role in the resolution of all action items.

6.1.3 Within the context of this Standing Offer the Offeror must provide the following reporting requirement, but not limited to:

Requirement	Mechanism	Reporting Requirement
Utilization report	A summary level pdf cover sheet indicating consumption for a monthly time period.	<p>With each invoicing cycle, RCMP requires the Offeror to submit, a summary level pdf report indicating the consumption of detention guard expenses, defined by categories of detention guards or supervisors, as well as basic and remote locations, inclusive of the hourly billing rate and total consumption for each.</p> <p>To occur on a monthly basis, within 14 calendar days of having rendered the services.</p>
Invoice support documents	A sample of the level of detail required on the excel spreadsheet is attached in Appendix 2.	<p>With each invoicing cycle, the RCMP requires the Offeror to include the following minimum information :</p> <ul style="list-style-type: none"> • Category of resource (Detention Guard or Supervisor) • Location (Basic and remote) • Hourly Billing rate, hours and consumed value • Cost Centre- To be provided by RCMP upon award • Scan of Detachment RCMP designate signed time cards or attendance records for each Detention Guard or Supervisor. <p>To occur on a monthly basis, within 14 calendar days of having rendered the services.</p>
Detention Guard services training status reports	An excel sheet with a detailed report.	<p>Upon request, the RCMP requires the Offeror to provide reports on detention guard training which include the following minimum information:</p> <ul style="list-style-type: none"> • Name and location of the detention guard or supervisor; • Type, current status, dates of training completion, and dates for refresh for: <ul style="list-style-type: none"> ○ Completion of CST CL00007, RCMP Manual 19.3 and site orientation training (initial 8 hour); ○ 4 hour refresher orientation training, same content as above; ○ WHMIS completion; ○ First Aid/CPR certification, with expiry; ○ Security Clearance Status, with expiry; ○ As applicable, Detention Guard Provincial License, with expiry. <p>Reports will be issued to the satisfaction of the RCMP on an 'as requested' basis, within 14 calendar days of the request.</p>
Detention Guard Quality Assurance reports	An ad-hoc report, with exact format to be situation specific.	<p>Upon request, the RCMP requires the Offeror to provide reports on the status of detention guard and supervisory recruitment processes, dispute resolution and service deficiencies.</p> <p>Reports will be issued to the satisfaction of the RCMP on an 'as</p>

		requested' basis, within 14 calendar days of the request.
Members of employment equity designated groups reports	An ad-hoc report, with exact format to be situation specific.	<p>Upon request, the RCMP requires the Offeror to provide a report which will include a list of activities, with specific dates that they are to be carried out and completed, the names of resource, along with details of assessment and screening tools and methodology to be used in the search and recruitment processes. The report should also include a description of methods or processes used to identify members of employment equity designated groups as define in the Employment Equity Act (i.e., women, Indigenous peoples, members of visible minorities and persons with disabilities).</p> <p>Reports will be issued to the satisfaction of the RCMP on an 'as requested' basis, within 14 calendar days of the request.</p>

6.2 Roles and Responsibilities of Detention Guards

Detention guards must monitor, assess, safeguard and administer to incarcerated persons in accordance with Chapter 19.3 of the RCMP Operational Manual. A detention guard's responsibilities include, but are not limited to, the following:

- a) Monitor all prisoners, frequently to ensure their security and well-being. This may include prisoners known to have or suspected of having suicidal tendencies and this may include the use of Closed Circuit Television (CCTV);
- b) Maintain cellblock security;
- c) Ensure cellblock keys are tagged and stored safely;
- d) Conduct searches of cells prior to occupation and when cells are vacated;
- e) Record any damages to cells when vacated;
- f) Report any damages or repairs of fixtures and fittings within cellblock;
- g) Record prisoner activity and maintain the prisoner activity logbook;
- h) Monitor fire safety and be fully conversant with fire orders;
- i) Ensure all personnel effects removed from prisoners by the RCMP Officer are properly secured;
- j) Under the supervision of the RCMP Officer, make prescription medications available for prisoners when required;
- k) Organize meals for prisoners as required;
- l) Maintain cleanliness and tidiness of cells when vacated or arrange janitor assistance;
- m) Handle and dispense laundry items as required;
- n) Perform escort duties as required for specific detachments;
- o) Watch prisoners while in hospital when required;
- p) Perform other duties or assist RCMP Officer as laid out in the Unit Supplemental Orders and Post Orders, which can include administrative duties related to individual unit policy;
- q) Providing testimony at court in connection with their duties or to attending Critical Incident Debriefings, if required;
- r) In some cases, detention personnel may be required to carry government issued and controlled identification cards or security passes;
- s) Conduct physical checks of prisoners at every guard and member shift change.
- t) If applicable, ask the detention guard you are relieving if there is any important information to pass on;
- u) Account for all unit keys;
- v) Inspect all unit equipment to ensure it is operational;
- w) Ensure all necessary unit paperwork and unit forms are available.
- x) Locate and review the Unit Supplemental Orders and unit policy.

- y) Check the unit for cleanliness and perform any unit maintenance required to maintain a safe and presentable work area.
- z) Report any unit discrepancies to your supervisor immediately.

6.3 Roles and Responsibilities of Detention Guard Supervisor(s)

In locations where there is more than one (1) detention guard, an on-site guard supervisor may be requested by the detachment upon RCMP approval. An on-site guard supervisor's responsibilities include, but are not limited to, the following:

- a) To act as spokesperson for detention guards and relay messages to and from the Detachment Commander;
- b) To ensure the Offeror is informed of issues raised/discussed and expected outcomes;
- c) Consult with the local Detachment Supervisor to determine precise work requirements;
- d) Ensure CCTV equipment is turned on and recording;
- e) Assign work posts;
- f) Schedule breaks and meals;
- g) Schedule on-the-job training for detention guards;
- h) Arrange shift schedules/call outs of detention guards for prisoners with extended stays;
- i) Ensure callout sheets and/or shift schedules are posted in the cellblock;
- j) Ensure detention guard duties, emergency phone numbers and Fire Orders are posted in the cell block;
- k) Ensure the proper signage is posted in the cell block in accordance with RCMP policies and that all detention guards are familiar with the steps to Assess Responsiveness;
- l) Ensure compliance with station or detachment as laid out in the Unit Supplemental Orders;
- m) Ensure the cellblock is kept neat and clean at all times and free of hazards;
- n) Ensure cells are cleaned and maintained to a safe and healthy standard;
- o) Ensure prisoner meals are ordered;
- p) Ensure prisoner blankets/mattresses, towels, etc. are clean;
- q) Perform detention guard duties as required;
- r) Verify time sheets to ensure correctness and accuracy; and
- s) Perform other duties particular to that station or detachment as laid out in the Unit Supplemental Orders including, but not limited to:
 - i. Catalogue and process prisoner photographs;
 - ii. Ensure the Office Manager is kept informed of supplies required to perform cellblock duties; and
 - iii. Complete the month end Keep of Prisoner Report and provide to Office Manager as required.

6.4 RCMP roles and responsibilities

6.4.1 Training Oversight

Training oversight will be provided by the RCMP for compliance with the RCMP Course Training Standard, as specified in the RCMP Operational Manual Part 19.3.

6.4.2 General Requirements

The Identified User is responsible for:

- a) If and when required, the provision of:
 - i) office space;
 - ii) office furnishings e.g. chairs, desks;
 - iii) facilities for detention guard personal belongings

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- iv) phones connected to the Identified User's phone system;
 - v) computers with email and limited network access;
 - vi) printers, scanners;
 - vii) software and accessories required for security operation e.g. e-mail and Internet;
 - viii) any communication equipment required by the Identified User or essential to the safety of the provision of detention guard services e.g. radio;
 - ix) up to date Unit Supplemental Orders;
 - x) all required unit forms; and
 - xi) personal safety equipment e.g. dust mask, ear protectors, and safety glasses.
- b) Invoice Verification
 - i) verification of received invoices.
 - c) Creation of Unit Supplemental Orders
 - i) create the unit supplemental orders and maintain them relevant to the current work environment; and
 - ii) ensure unit supplemental orders are of sufficient detail in order to allow the Offeror to effectively carry out their duties.
 - d) Unit Supplemental Orders Revision
 - i) ensure the unit supplemental orders are reviewed a minimum of once a month and updated accordingly for any changes to procedures; and
 - ii) ensure the original unit supplemental orders and any amendments are dated.
 - e) Risk Protection
 - i) ensure that where a health or environmental risk has been identified by the Identified User or the Offeror, that the Offeror is entitled to any protective measures available to or being provided for Federal Government Employees.
 - ii) incurring the cost of such protective measures.
 - iii) Any protective clothing and equipment must remain on the site and would be for use by the Offeror as and when required.

6.4.3 Unit Supplements and Post Orders

The Identified User is responsible for:

- a) a clear, concise, up to date, complete set of unit supplements.
 - i. unit supplements express the policy of the particular detachment with respect to the duties or functions that are expected of the detention guards.
 - ii. unit supplements are a summary of the duties required of the detention guard(s) at a particular detachment.
 - iii. unit supplements prevent word of mouth, on the job training and instructions. There should be some oral instructions and on the job training. However, a new detention guard must be able to handle most situations that might arise with only limited instructions if the unit supplements are well written and up to date.

7. Training and other related item:

The Offer must ensure that the following qualifications are met prior to a detention guard reporting to the work site:

7.1 Minimum Training Requirements

7.1.1 Minimum Detention Guard Training

The Offeror must ensure the following requirements are met prior to the detention guard reporting to the work site, at the Offeror's expense:

- a) Ensure all detention guards and supervisors complete the duty-specific Detention Guard Training to current RCMP Course Training Standards CL00007 and RCMP Operational Manual 19.3. The course is an Offeror facilitated, 8-hour classroom-type instruction, which includes the basic knowledge required to be a detention guard, and a site orientation.
 - a. Ensure the 4-hour refresher training of CTS CL00007, RCMP Manual 19.3 and a site orientation is completed every 6 months, and as required.
 - i. On a pre-arranged basis, the RCMP may assist with providing transport and/or training in remote and isolated sites where it is not practical for the Offeror to arrange "stand alone" visits to a site.
 - b. Ensure that if another Detention Guard Training course, or a separate product based on CST CL00007 or the RCMP operational manual 19.3 is to be used, it must first be approved by the RCMP.
- b) Ensure all detention guards and supervisors have a valid basic certificate in First Aid and CPR to the Saint John Ambulance Emergency Level (or equivalent).
- c) Ensure all detention guards and supervisors have Workplace Hazardous Materials Information System (WHMIS) training, per the respective province per subsection 10.14 of the Canada Occupational Health and Safety Regulations.
<http://laws.justice.gc.ca/eng/regulations/SOR-86-304/page-23.html#h-119>
- d) Ensure the satisfactory completion of on-the-job training by all detention guards and supervisors prior to assignment or reassignment, at no cost to the Government of Canada.

7.1.2 Minimum Detention Guard Supervisor Training

The Offeror must:

- a) Provide detention guard supervisors that meet 7.1.1 above.

7.1.3 Additional Training

Any additional training, to what is specified in article 7.1.1 above - Minimum Training Requirements, as requested by the Identified User must be at the Identified User's expense.

7.2 Site Orientation

The Offeror must ensure, at no cost to Canada, satisfactory completion of the one day, on-the-job classroom orientation by all detention guards prior to assignment and re-assignment including:

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- a) Thorough knowledge and understanding of Unit Supplemental Orders and unit policy;
 - b) Orientation and operation of closed circuit television video monitoring security system;
 - c) Orientation and operation of fire equipment;
 - d) Access control; and
 - e) Key control.

Whenever it becomes necessary to assign or reassign detention guards to a unit for the first time without the detention guards having first completed the on-the-job classroom orientation, the Offeror must arrange, at their own expense, to have new guards "double bank" with experienced detention guards from the work site, prior to the new detention guard providing services. The Offeror's supervisor or a designate must ensure that new detention guards are knowledgeable of their duties.

7.3 Official Languages

Definition of Requirement

The Offeror must:

- a) If and when requested, provide detention guards who are able to read and speak English or French. In addition, some locations may require detention guard to understand, read and speak in both official languages. The requirement to provide bilingual services will be identified in the Call-up. The Call-up Authority should also specify on the Call-up, the hours for which bilingual services are required.
- b) If and when requested, provide detention guards that are bilingual.
- c) Ensure that if the detention guard providing requested bilingual services temporarily leaves a post that the detention guard continuing to provide the service can provide the same level of bilingual service.

Definition of Oral Bilingual Communications

Effective communications in both official languages means the ability to communicate orally, to clearly understand and be understood in both English and French.

The following is the acceptable level of second language ability for detention guards to ensure effective communications for purposes of meeting the requirements of the Call-Up. The Offeror must:

- a) Ensure detention guards can meet the following acceptable level of second language ability:
 - i) a person at this level can sustain a conversation on concrete topics relevant to the duties as specified in the Call-Up. He/she can give factual descriptions of actions taken, give straightforward instructions and directives to the public and visitors to the site, and give straightforward explanations; and
 - ii) at this level of oral interaction, an individual can handle most telephone and face to face conversations requesting concrete, routine information from members of the public or visitors to the site about services, publications, locations, numbers, times, dates, etc.

-
- b) Ensure that communications and services of their offices are actively offered in English and French, as per the Appendix 2 – Definition of the Government of Canada Directive on Official Languages for Communications and Services
- i) clearly indicate visually and verbally that members of the public can communicate with and obtain services from a designated office in either English or French. Mechanisms are in place to ensure that services are available in the official language chosen by the member of the public; and
- ii) the availability of communications and services in both official languages can be promoted in a number of ways including: Prominently displaying the official languages symbol; Greeting members of the public in both official languages, beginning with the official language of the majority of the population of the province or territory where the office is located; For example, “Hello/Bonjour, Can I help you/puis-je vous aider” for all provinces outside of Quebec and “Bonjour/Hello, puis-je vous aider/can I help you” in the Province of Quebec.

8. Detention Guard RCMP Standard of Selection

8.1 Citizenship

The Offeror must ensure that all detention guard are Canadian Citizens, landed immigrants or permanent residents of Canada that hold a valid employment authorization document.

8.2 Abilities

The Offeror must provide detention guard that at a minimum have:

- a) A demonstrated ability to read, write and speak in English or French as specified in each Call-up (bilingual Guards may be required for some areas; fluency in a local First Nation's dialect would be an asset in other areas); and
- b) Basic level computer skills, where required.

8.3 Health Standards

The Offeror must provide detention guard that are in a state of health consistent with the ability to perform the required Detention guard tasks, as per the Unit Policy including:

- a) RCMP visual standard RCMP-V5 (eye glasses permitted). Refer to Appendix 1 to Statement of Work - Medical Profile Factors.
- b) RCMP auditory standard RCMP-H3 (hearing aids are permitted) Refer to Appendix 1 to Statement of Work - Medical Profile Factors.

8.4 Mobility Standards

The Offeror must provide resources that:

- a) Have the ability to use both hands;
- b) Have the ability to manipulate/lift up to 20 kg;
- c) Have the ability to bend at the waist;
- d) Can climb stairs without restrictions or the use of assistance devices; and
- e) Further mobility requirements may be required as per the Unit Policy

8.5 Personal Appearance

The Offeror must ensure that resource are neat and clean in appearance. For health and safety reasons resource are prohibited from wearing jewelry and must ensure that hair longer than shoulder length is kept securely fastened.

9. Unit Supplemental Orders and Reporting

9.1 Unit Supplemental Orders

Unit Supplemental Orders are written documents that clearly outline duties, responsibilities and expectations of the detention operations at a facility. They also provide instructions on how to specifically respond to predictable situations that may occur. The creation of the Unit Supplemental Orders are the responsibility of the Identified User, with the Offeror then responsible for providing the related service.

The Offeror must:

- a) Adhere to all unit supplemental order duties, responsibilities and expectations.
- b) Ensure that all resource providing related services have signed off that they have read and understand the unit supplemental orders.
- c) Ensure unit supplemental orders are located in a safe place.

9.2 Reporting Forms

The Offeror must supply the following forms (unless the forms will be provided by the Identified User or its delegated official):

- a) Detention Guard Documentation
 - i. this form will be used to provide evidence to the Detachment of a detention guard's qualifications, category, valid security clearance, level I First Aid certificate, etc., prior to assignment to a worksite.
- b) Detention Guard Shift Report/Cell Log Book
 - i. this form will be used to identify significant incidents or performance indicators for either individual detention guards or a detachment.
 - ii. in addition to instructions contained in the Unit Supplements, all major incidents such as fire, theft, break ins, significant property damage, alarms?, etc., are to be reported.
 - iii. a detention guard shift log must be initiated by the detention guard on duty at the beginning of the shift, completed chronologically immediately after any significant incident or performance.
 - iv. copy 1 of the completed Detention Guard Shift Log to be provided to the Detachment Commander or representative and copy 2 to be retained by the Offeror.
- c) Detention Guard Nominal Roll
 - i. this form will be used to provide the Detachment with the names and status changes of detention guards being added to or deleted from the Offeror's list of detention guards and will be used to confirm the required security clearances.

10. Detention Guard Service Locations

10.1 Service Locations for Alberta Region (Alberta, Northwest and Nunavut Territories)

Locational Level	Detachment			
Basic	Airdrie	Drayton Valley	Okotoks	Stettler
	Bassano	Drumheller	Olds	Stony Plain
	Beaumont	Evansburg	Oyen	Strathmore
	Blackfalds	Fort Macloed	Picture Butte	Sundre
	Blairmore/Crowsnest Pass	Fort Saskatchewan	Piikani Nation/ Brocket/ Pegan Nation	Sylvan Lake
	Breton	Gleichen	Pincher Creek	Taber- Vauxhall
	Brooks	Grand Prairie	Ponoka	Thorsby
	Calgary	Hanna	Prairie Mountain	Three Hills
	Camrose	High River	Provost	Tofield
	Cardston	Innisfail	Raymond/McGrath	Turner Valley
	Chestermere	Jetway	Red Deer City	Two Hills
	Claresholm	Killam	Redwater	Vegreville
	Coaldale	Kitscoty	Rimbey	Vermillion
	Cochrane	Leduc	Rocky Mountain House	Viking
	Consort	Lethbridge	Sherwood Park/Strathcona County	Vulcan
	Coronation	Lloydminster	Smoky Lake	Wainwright
	Devon	Maswacis/Hobbema	Spirit River	Westlock
	Didsbury	Medicine Hat/ Red Cliff	St. Albert	Wetaskiwin
	Milk River			
Remote Level 1	Athabasca	Boyle	Hinton	Mayerthrope
	Banff	Canmore	Jasper	McLennan
	Barrhead	Elk Point	Kananaskis	Morinville
	Bashaw	Fairview	Lake Louise	Swan Hills
	Bow Island	Fox Creek	Manning	Whitcourt
Remote Level 2	Beaverlodge	Edson	Grande Cache	Peace River
	Bonnyville	Faust	Grimshaw	Red Earth Creek
	Chateh/ Assumption/ Hay Lake Indian Reserve	Fort Chipewan	High Level	Saddle Lake
	Cold Lake	Fort McMurray	High Prairie	Slave Lake
	Desmarais	Fort Vermillion	Lac La biche	St . Paul
		Fox Lake		Valleyview

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Remote Level 3	Aklavik	Fort McPherson	Inuvik	Tuktoyaktuk
	Behchoko	Fort Providence	Lutsel K'e	Tulita
	Deline	Fort Resolution	Norman Wells	Ulukhaktok
	Fort Good Hope	Fort Simpson	Paulatuk	Wha' ti
	Fort Liard	Fort Smith	Sachs Harbour	Yellowknife
		Hay River		
Remote Level 4	Arctic Bay	Clyde River	Kimmirut	Qikiqtarrjuaq
	Arviat	Coral Harbour	Kugaaruk	Rankin Inlet
	Baker Lake	Gjoa Haven	Kugluktuk	Resolute Bay
	Cambridge Bay	Grise Fiord	Nauyasat	Sanikiluaq
	Cape Dorset	Hall Beach	Pangnirtung	Taloyoak
	Chesterfield Inlet	Iglooklik	Pond Inlet	Whale Cove
		Iqaluit/ V Division HQ		

10.2 Service Locations for Prairie Region (Manitoba and Saskatchewan)

Locational Level	Detachment			
Basic	Altona/Carman/Morden	Turtle Mountain	Glaslyn	Prince Albert
	Beausejour	West Interlake	Gull Lake	Punnichy
	Dakota Ojibway Police	Westlake	Hudson Bay	Regina
	Dauphin	Westman	Humboldt	Rosetown
	East Interlake	White Mouth	Indian Head	Rosthern
	Falcon Beach	Winnipeg James Armstrong Airport	Kamsack	Sandy Bay
	Fisher Branch	Winnipeg River	Kelvington/ Rose Valley/ Greenwater Lake	Saskatchewan HQ
	Gimli	Winnipegosis	Kindersley	Saskatoon
	Grand Marais	Yellowhead	Kipling	Shaunavon
	Grandview	Ahtakakoop	Lanigan	Shellbrooke
	Gypsumville	Assiniboia	Leader	Smeaton
	Headingly	Big River	Loon Lake	Spiritwood
	Lac Du Bonnet	Biggar	Lumsden	St. Walburg
	Manitoba HQ/Winnipeg Urban	Blaine Lake	Maidstone	Swift Current
	Manitou	Broadview	Maple Creek	Tisdale
	Oakbank	Canora	Martensville	Turtleford
	Parkland	Carlyle	Meadow Lake	Unity
	Pembina Valley	Carnduff	Melfort	Wadena
	Portage La Prairie	Carrot River	Melville	Wakaw
	Red River	Craik	Moose Jaw	Warman

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	Selkirk	Creighton	Moosomin	Waskesiu
	Spruce Plains	Cut Knife	Nipawin	Watrous
	St Pierre-Jolys	Dillon	North Battleford	Waywaseecappa
	St. Rose du Lac	Emerald Park	Onion Lake	Weyburn
	Steinbach	Esterhazy	Outlook	White Butte
	Stonewall	Estevan	Pierceland	Wilkie
	Swan River	Fillmore	Porcupine Plain	Wynyard
		Fort Qu'Appelle		Yorkton
Remote Level 1	Amaranth	God's Lake Narrows	Poplar River	Balcarres
	Arborg	God's River	Powerview	Beauval
	Ashern	Grand Rapids	Pukatawagan	Cumberland House
	Berens River	Ilford	Roblin	Deschambault Lake
	Bloodvein	Island Lake	Rosburn	Fond du Lac
	Boisevain	Killarney	Russell	Ile à la Crosse
	Brochet/Thompson Rural	Lac Brochet	Shamattawa	La Loche
	Chemawawin	Leaf Rapids	Shoal Lake	La Ronge
	Churchill	Little Grand Rapids	Snow Lake	Morse
	Cranberry Portage	Lundar	South Indian and Thicket Portage	Naicam
	Cross Lake	Lynn Lake	South Indian Lake	Patuanak
	Crystal City	Minnedosa	Split Lake	Pelican Narrows
	Easterville	Moose Lake	Ste. Theresa Point	Pinehouse
	Elphinstone	Morris	Swan Lake	Radisson
	Emerson	Neepawa	The Pas	Southend
	Flin Flon	Norway House	Virden	Stanley Mission
	Gillam	Opaskwayak	Wabowden	Stony Rapids
	Gladstone	Oxford House	Wasagaming	Wollaston Lake
Remote Level 2	Nelson House	Thompson	Canoe Lake	Montreal Lake
	Paungassi	York Landing	Coronach	Turnor Lake/ Buffalo Narrows/ Birch Narrows
	Tadoule Lake	Black Lake	Kerrobot	Waterhen Lake

10.3 Service Locations for Pacific Region (British Columbia and Yukon Territory)

Locational Level	Detachment			
Basic	Agassiz	Armstrong	Ashcroft	Barriere
	Boston Bar	Castlegar	Chase	Clearwater
	Creston	Enderby	Golden	Grand Forks
	Hope	Keremeos	Lillooet	Logan Lake
	Merritt	Nelson	Oliver	One Hundred Mile House
	Osoyoos	Princeton	Salmon Arm	Sicamous
	Summerland	University of BC	Valemount.	
Remote Level 1	Alexis Creek	Anahim Lake	Atlin	Bella Bella
	Bella Coola	Bowen Island	Burns Lake	Campbell River
	Chetwynd	Clinton	Columbia Valley	Dease Lake
	Fort Nelson	Fort St. James	Fraser Lake	Gabriola Island
	Granisle	Hornby Island	Houston	Hudson's Hope
	Kaslo	Ladysmith	Lake Cowichan	Lismis/Nass Valley (New Aiyansh)
	Lytton	Mackenzie	Mcbride	Nakusp
	New Hazelton	North Saanich (Sidney)	Parksville (Oceanside)	Pemberton
	Pender Island	Quadra Island	Revelstoke	Saltspring Island
	Smithers	Sooke	Sparwood/Elk Valley	Stewart
	Sunshine Coast	Takla Landing	Telegraph Creek	Texada Island
	Tumbler Ridge	Vanderhoof	West Shore (Colwood).	
Remote Level 2	Ahousat	Alert Bay	Beaver Creek	Carcross
	Carmacks	Dawson City	Faro	Haines Junction
	Kyuquot	Lax Kwa'alaams	Masset	Mayo
	Nootka Sound	Old Crow	Pelly Crossing	Port Alice
	Port Hardy	Port Mcneill	Queen Charlotte City	Ross River
	Sayward	Sointula	Teslin	Tofino
	Tsay Keh	Ucluelet	Watson Lake	Whitehorse.

11. Travel Requirements

- a) If guards are required to provide testimony at court in connection with their duties or to attend Critical Incident Debriefings, the time will be covered under the scope of work and be eligible for invoicing under any resulting contract.
- b) If, in order to meet requirements, Contractor resource could travel to a work site outside of their normal detachment e.g. provide services in isolated communities, then the National Joint Council Travel Directive must apply to distances of more than 75 kilometers.

Appendix 1 to Statement of Work - Medical Profile Factors

Medical Profile Factors for Vision Admin. Manual Appendix II-19-1

FACTOR	CODE	DUTY/CATEGORY	STANDARD/DESCRIPTION
Visual Acuity	V1	Duties of a special nature requiring unaided, uncorrected visual acuity.	Visual Acuity at least 6/6 to 6/9. No corrective visual aids required.
	V2	Entry level for Cst. or S/Cst. Member duties in the general duty Cst. task analysis or equivalent.	Visual Acuity at least 6/18, 6/18 for both eyes or 6/12 better eye and 6/30 poorer eye. Correctable to 6/6 to 6/9.
	V3	For continuation of assignment to duties similar to Cst. or junior NCO only after some modification of duty and with the approval of the HSO and A&PO. Duties assigned to officer and senior NCO functions which include a requirement to perform policing duties when necessary.	Visual Acuity not less than 6/60, 6/60 for both eyes. Correctable to 6/12, 6/12 with clear, soft contact lenses.
	V4	Duties assigned to an officer and senior NCO where the loss of vision aids would not create a hazard to coworkers or the public. Any need to perform policing duties would only be in emergency situations.	Visual Acuity correctable to 6/9 better eye; 6/120 poorer eye. Visual Acuity less than V2 and not correctable with clear, soft contact lenses to 6/12 - 6/12.
	V5	Restricted solely to administrative duties or law-enforcement support functions with no requirement to perform policing duties.	Visual Acuity correctable to 6/9 in one eye. Regardless of the vision in the poorer eye.
	V6	Duties do not require the ability to see. Some specific duties as a CM in the Intelligence Monitoring group may apply.	Visual Acuity less than 6/9 in the better eye with best correction. Regardless of the vision in the poorer eye.

Medical Profile Factors for Hearing Admin. Manual Appendix II-19-1

Hearing	H1	Duties requiring ability to understand soft-spoken conversation or radio communications in a noisy environment.	Hearing loss no greater than 30 dB in both ears at the 500 to 6,000 Hz frequency range.
	H2	Duties requiring ability to understand voice or radio communications at conversational levels with considerable background noise. Entry level for Cst. or S/Cst. member duties set out in the general duty Cst. task analysis or equivalent for junior NCO.	Hearing loss no greater than 30 dB in the better ear in the range of 500 to 3,000 Hz. Hearing loss no greater than 30 dB in the worst ear in the range of 500 to 2,900 Hz.
	H3	Duties requiring ability only to understand voice or radio communication in a quiet setting. Officers and senior NCOs assigned to policing duties.	Hearing loss not greater than 30 dB in the better ear in the 500 to 2,000 Hz frequency range.
	H4	Duties which permit use of a hearing aid to understand voice or radio communications. One-to-one conversation possible with hearing aid.	Hearing loss not greater than 50 dB in the better ear in the 500 to 2,000 Hz frequency range.
	H5	Duties in administrative or law-enforcement support functions if ability to hear is not required.	Hearing loss greater than 50 dB in the better ear in the 500 to 2,000 Hz frequency range which cannot be improved to H4 level by surgical intervention or the use of a hearing aid.

ANNEX "B"

BASIS OF PAYMENT

1. General Information:

The firm hourly rates are all inclusive. They include the cost of labour, fringe benefits, general and administrative expenses, overhead, profit and the like, except Applicable Taxes. All expenses normally incurred in providing the services (e.g. training, project office space [including Contractor's hardware and software], word processing, reports, work estimates, photocopying, courier, services fees, telephone charges, local travel and the like) are included in the firm hourly rate identified hereunder, and will not be permitted as direct charges.

2. Location and Firm All-Inclusive Hourly Rates for Regular time

2.1. Alberta Region

Firm All-Inclusive Hourly Rate for Regular time –Standing Offer Initial 3 years Period		
Locations	Detention Guard	Supervisor
Basic Level		
Remote Area 1		
Remote Area 2		
Remote Area 3		
Remote Area 4		

2.2. Prairies Region

Firm All-Inclusive Hourly Rate For Regular time –Standing Offer Initial 3 years Period		
Locations	Detention Guard	Supervisor
Basic Level		
Remote Area 1		
Remote Area 2		

2.3. Pacific Region

Firm All-Inclusive Hourly Rate For Regular time –Standing Offer Initial 3 years Period		
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Locations	Detention Guard	Supervisor
Basic Level		
Remote Area 1		
Remote Area 2		

3. Location and Firm All-Inclusive Hourly Rate for Overtime and Statutory Holiday

3.1. Alberta Region

Firm All-Inclusive Hourly Rate for Overtime and Statutory Holiday – Standing Offer Initial 3 years Period		
Locations	Detention Guard	Supervisor
Basic Level		
Remote Area 1		
Remote Area 2		
Remote Area 3		
Remote Area 4		

3.2. Prairies Region

Firm All-Inclusive Hourly Rate for Overtime and Statutory Holiday – Standing Offer Initial 3 years Period		
Locations	Detention Guard	Supervisor
Basic Level		
Remote Area 1		
Remote Area 2		

3.3. Pacific Region

Firm All-Inclusive Hourly Rate for Overtime and Statutory Holiday – Standing Offer Initial 3 years Period		
Locations	Detention Guard	Supervisor
Basic Level		
Remote Area 1		
Remote Area 2		

4. Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

5. Economic Price Adjustment (EPA)

5.1 Escalation Index

The provision of this section apply to the rates set out in section 2 of this Annex B – Basis of Payment

After the initial Standing Offer period the rates given for the previous year will be escalated for the next 12-month period in accordance with the provisions of this section. The same methodology will apply to all subsequent periods that the Standing Offer is in place, or upon extension of the Standing Offer Period, and the Standing Offer Basis of Payment will be amended to reflect the new rates.

The rates for Year 4 and all subsequent years will be calculated based on the previous' years fees/rates in the Basis of Payment adjusted annually, 2 weeks prior to the start of each Standing Offer year (or option year), based on the percentage increase (decrease) in the annual average index of the Consumer Price Index (CPI) for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no.62-001-XPB, Table 4, in accordance with the following formula, rounded to the nearest 2 decimals:

$$\text{Escalation} = (A / B) - 1 \times 100$$

Where:

- A = Average of the monthly CPI for Canada, for the 12 months ending 3 months preceding the start date of the new Standing Offer Year
- B = Average of the monthly CPI for Canada for the 12 months ending 15 months preceding the start date of the new Standing Offer Year

Any amount determined by using the escalation index which is less than zero, will be deemed to be equal to zero.

5.2 Annual Adjustments to Detention Guard and Supervisor rates.

The Offeror must notify the Standing Offer Authority in writing of the applicable EPA, no later than 30 calendar days prior to the commencement of the new Standing Offer Year. The Standing Offer Authority will in turn verify the information and amend the Standing Offer accordingly to reflect the revised Detention Guard and supervisor rates.

Until such time as the adjustments to the Detention Guard and supervisor rates are made through a Standing Offer amendment, the Firm all inclusive hourly rates valid for the last 12-month period will be used. The same process will apply for each twelve-month period and any option year exercised. Once the new per diem rates have been incorporated into the Standing Offer, the Offeror may submit a claim for

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any underpayment (via a regular monthly invoice) that may have occurred as a result of any delays on the part of Canada in auctioning the annual adjustment.

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST – Please refer to attachment

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APPENDIX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

APPENDIX "1" "to PART 5 OF THE REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
 - A2. The Offeror certifies being a public sector employer.
 - A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
 - A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
 - A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.
- OR**
- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "D"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

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For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.