



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1<sup>ère</sup> étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> RISO Guard Services		
<b>Solicitation No. - N° de l'invitation</b> M4000-205076/A		<b>Date</b> 2020-04-17
<b>Client Reference No. - N° de référence du client</b> M4000-205076		<b>Amendment No. - N° modif.</b> 003
<b>File No. - N° de dossier</b> MCT-9-42120 (033)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-033-5721		
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale		2020-03-12
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-04-28</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Address Enquiries to: - Adresser toutes questions à:</b> Young (MCT), Leesa		<b>Buyer Id - Id de l'acheteur</b> mct033
<b>Telephone No. - N° de téléphone</b> (506) 871-1716 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759	
<b>Delivery Required - Livraison exigée</b>		
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

Solicitation No. - N° de l'invitation  
M4000-205076/A  
Client Ref. No. - N° de réf. du client  
M4000-205076

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier  
MCT-9-42120

Buyer ID - Id de l'acheteur  
mct033  
CCC No./N° CCC - FMS No./N° VME

## **Solicitation Amendment No. 003**

**Title:** RISO – Guard Services

### ***IMPORTANT NOTICE:***

If you must hand deliver your bid (yourself or via courier), please note the reduced hours for bid receiving;

**Moncton - open: Monday to Thursday, 10am to 3pm - closed on Fridays**

### ***(1) This solicitation is hereby amended to revise the following:***

Reference: **Closing date appearing of page one of the solicitation document**  
DELETE the closing date of **2020-04-21**; and  
INSERT the revised closing date of **2020-04-28**.

### ***(2) This solicitation is hereby amended to revise the following:***

Reference: **1 'Annex C – Basis of payment**  
DELETE Annex C – Basis of payment; and  
INSERT Annex C – Basis of payment revised **2020-04-17 with amended estimated hours**.

### ***(3) This solicitation is hereby amended to provide the following questions and answers:***

**QUESTION 5: Which specific detachments, by name and location, are by definition, deemed to be isolated and/or remote?**

ANNEX C - Basis of Payment (page 43) defines isolated and remote locations as follows:

Isolated: above the 60th parallel; or below the 60th parallel but has a population of less than 10,000 and is not accessible by means of an all-weather road.

Remote: is not accessible by means of an all-weather road and is more than 322 kilometres by road from a location south of the 60th parallel of latitude with a population of more than 50,000.

**ANSWER 5: The only Detachment meeting the defined criteria for isolated is Natuashish**

**QUESTION 6: Does Natuashish meet the criteria for isolated and/or remote?**

Appendix 1 to ANNEX A (page 39) reads:

Guard services will be required at the following primary locations. The list for Newfoundland and Labrador includes Natuashish and estimates 6,232 total hours per year.

**ANSWER 6:** Yes, Natuashish meets the criteria for isolated and/or remote. Please see corrected hours in the basis of payment.

**QUESTION 7: How were the estimated hours for Detention Guards and Supervisors in remote and isolated areas in Newfoundland determined?**

Year One (Pages 44 and 45) quotes estimated hours for remote and isolated areas in Newfoundland and Labrador as 6,609 (Detention Guards) and 4,054 (Supervisor).

**ANSWER 7:** This is a mistake. Please see revised hours in Basis of Payment.

**QUESTION 8: Which specific detachments, by name and location, were included in the estimated hours for remote and isolated areas in Newfoundland and Labrador?**

Year One (Pages 44 and 45) quotes estimated hours for remote and isolated areas in Newfoundland and Labrador as 6,609 (Detention Guards) and 4,054 (Supervisor).

**ANSWER 8:** The hours in the Basis of Payment have been corrected to only include Natuashish Detachment hours in the isolated/remote locations.

**QUESTION 9: How does the RCMP define "cleanliness," "tidiness," "neat" and "clean"? Please specify work expected to be performed by Detention Guards versus work expected to be performed by Janitors.**

ANNEX A (Page 30) refers to custodial work as follows:

- Maintaining cleanliness and tidiness of cells when vacated or arranging janitor assistance
- Handling and dispensing laundry items as required
- Ensuring the cellblock is kept neat and clean at all times and free of fire hazards
- Ensuring cells are cleaned and maintained to a safe and healthy standard
- Ensuring the cleaning of prisoner blankets/mattresses, towels, etc...

**Answer 9:** The primary job of a guard is to watch over the prisoner and part of that is to ensure prisoner area is free of dirt and garbage, or anything that can be used to cause harm to themselves or someone else.

Solicitation No. - N° de l'invitation  
M4000-205076/A  
Client Ref. No. - N° de réf. du client  
M4000-205076

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier  
MCT-9-42120

Buyer ID - Id de l'acheteur  
mct033  
CCC No./N° CCC - FMS No./N° VME

**Cleanliness: the quality or state of being clean : the practice of keeping oneself or one's surroundings clean**

**Tidiness: neat and orderly in appearance or habits : well ordered and cared for**

**Neat: free from dirt and disorder : habitually clean and orderly**

**Clean: free from dirt or pollution**

**Change bedding, keep extraneous items out of cells, No food containers or utensils to be left building up. Ensure cells are generally clean and free of anything that could be used as a weapon. Cell block area: Keep only what is needed in the area. Nothing blocking the floor or leaving something that can be used as a weapon. Ensuring floors are free of obstructions inclusive of ensuring snow and dirt which could provide a hazard are cleaned from the floor. If excessive a janitor will be availed to where possible.**

ANNEX A (Page 30) refers to custodial work as follows:

- Maintaining cleanliness and tidiness of cells when vacated or arranging janitor assistance : **providing clean bedding, and ensuring no garbage buildup such as dirty food utensils or containers. Would be removed as needed. If cell or cell block is soiled janitorial staff will be arranged to clean same.**
- Handling and dispensing laundry items as required: **bedding and personal hygiene things such as towels, soap etc. Placing dirty items in container for cleaning. Distributing clean bedding in cells**
- Ensuring the cellblock is kept neat and clean at all times and free of fire hazards: **Keeping items off the floor, no overflowing garbage cans or other items left on the floor. Ensuring nothing left in the open that could be used as a weapon by a prisoner. General tidiness**
- Ensuring cells are cleaned and maintained to a safe and healthy standard: **if excessive dirt, overflowing toilets etc, then guard will arrange through RM to have cell cleaned**
- Ensuring the cleaning of prisoner blankets/mattresses, towels, etc... **Ensure cell is clean and bedding is clean**

**QUESTION 10: What is meant by "...continuing to make prescription medications available for prisoners..." Please clarify whether this means secure storage of prescription medications or dispensing of prescription medications? If the latter, what training is provided to RCMP officers and would the same training be available to Detention Guards?**

ANNEX A (Page 30) refers to prescription medication as follows:

- Under the supervision of the RCMP Officer, continuing to make prescription medications available for prisoners where the practice is currently extant

Solicitation No. - N° de l'invitation  
M4000-205076/A  
Client Ref. No. - N° de réf. du client  
M4000-205076

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier  
MCT-9-42120

Buyer ID - Id de l'acheteur  
mct033  
CCC No./N° CCC - FMS No./N° VME

**ANSWER 10: No training provided to members for this. Follow directions as given by the prescribing doctor while following this below noted policy. The medication must be in a prescription bottle in the prisoners name.**

- Under the supervision of the RCMP Officer, continuing to make prescription medications available for prisoners where the practice is currently extant

Policy attached: "do not give medication to a prisoner unless such action is under the direction and as per instructions of a medical practitioner;"

#### **4. 7. Medication/Prescription Drugs**

**4. 7. 1. Record the following on Form C-13-1 and in the prisoner log record book:**

**4. 7. 1. 1. date, time, name of medication, dose of medication, e.g. mg, ml, puffs, how it was taken, e.g. orally, injection, what it was taken with, e.g. food, water;**

**4. 7. 1. 2. name of the medical practitioner who prescribed the medication; and**

**4. 7. 1. 3. expiry date of the medication, if known, or the date that the prescription was filled.**

**, the prisoner's name, the dose to be taken, the frequency with which it is to be taken, and when the medication should be taken.**

If your bid has already been forwarded and you wish to revise same, this revision should be sent either in a sealed envelope and mailed to the above address or by facsimile (506) 851-6759 and reach the undersigned before the appropriate closing date. The solicitation number and the closing date are to be shown on the outside of the sealed envelope or on the facsimile transmission.

All other terms and conditions of the solicitation document remain unchanged remain unchanged.

All enquiries concerning this amendment are to be forwarded to:

Name: Leesa Young  
Telephone No: (506) 871-1716  
Facsimile No: (506)-851-6759  
Email: leesa.young@pwgsc-tpsgc.gc.ca

## ANNEX C

### BASIS OF PAYMENT – REVISED 2020-04-17

Offerors must complete the pricing table for all services listed below. Offerors must quote firm, all inclusive rates, including associated overhead, profit and materials required to complete the services as described in the Statement of Work. Prices quoted are exclusive of HST/GST.

The rates set out below will remain firm during the period of the Standing Offer.

Estimated quantities are based on anticipated requirements, provided in good faith, and are estimates only for evaluation purposes and do not mean that quantities will be used or exceeded.

**Please note:** It is not anticipated that guard services will be required in Prince Edward Island. In the event that a requirement is identified, the rates to be charged for services in the province of Prince Edward Island shall be billed at the same rates of New Brunswick. Overtime rates will be billed in accordance with the applicable provincial laws.

**\*Definitions:**

**Isolated:** *above the 60<sup>th</sup> parallel; or below the 60<sup>th</sup> parallel but has a population of less than 10,000 and is not accessible by means of an all-weather road*

**Remote:** *is not accessible by means of an all-weather road and is more than 322 kilometres by road from a location south of the 60<sup>th</sup> parallel of latitude with a population of more than 50,000.*

**Note:** For the province of Newfoundland and Labrador the hourly rates for remote and isolated areas will be different than the other locations. This is to take into account that travel costs to these locations are significantly higher. Offerors should take into consideration that the Offeror will be responsible for all travel costs when submitting their bids.

## YEAR ONE

### Detention Guards – Year one (Date to be determined at award)

	Hourly Rate (A1) Regular (Mon-Fri 8am – 4pm)	Estimated Hours (B1)	Total (A1xB1)
Newfoundland & Labrador <i>(Remote and Isolated areas *see definitions)</i>	\$	3,235	\$
Newfoundland & Labrador <i>(All other areas in NL not included above)</i>	\$	76,891	\$
Nova Scotia	\$	26,893	\$
New Brunswick	\$	19,553	\$
<b>Total (C1)</b>			\$
	Hourly Rate (Approved Overtime) (A2)	Estimated Hours (B2)	Total (A2xB2)
Newfoundland & Labrador <i>(Remote and Isolated areas *see definitions)</i>	\$	1,453	\$
Newfoundland & Labrador <i>(All other areas in NL not included above)</i>	\$	2,846	\$
Nova Scotia	\$	2	
New Brunswick	\$	352	\$
<b>Total (C2)</b>			\$
	Hourly Rate (Statutory Holidays) (A3)	Estimated Hours (B3)	Total (A3xB3)
Newfoundland & Labrador <i>(Remote and Isolated areas *see definitions)</i>	\$	112	\$
Newfoundland & Labrador <i>(All other areas in NL not included above)</i>	\$	1,274	\$
Nova Scotia	\$	586	\$
New Brunswick	\$	117	\$
<b>Total (C3)</b>			\$
<b>Evaluated Total Detention Guards Year One (C1+C2+C3=C)</b>			\$

**Supervisor – Year One (Date to be determined at award)**

**Please note:** It is not anticipated that supervisor services will be required in New Brunswick, Nova Scotia and Prince Edward Island. In the event that a requirement is identified, the rates to be charged for services in the provinces of New Brunswick, Nova Scotia and Prince Edward Island shall be the same as the rate for the areas of Newfoundland & Labrador that are not remote/isolated/rural areas. Overtime rates will be billed in accordance with the applicable provincial laws.

	<b>Hourly Rate (D1) Regular (Mon-Fri 8am – 4pm)</b>	<b>Estimated Hours (E1)</b>	<b>Total (D1xE1)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	843	\$
Newfoundland & Labrador (All other areas in NL not including Remote and Isolated areas)	\$	12,609	\$
<b>Total (F1)</b>			\$
	<b>Hourly Rate (Approved Overtime) (D2)</b>	<b>Estimated Hours (E2)</b>	<b>Total (D2xE2)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	581	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	1,382	\$
<b>Total (F2)</b>			\$
	<b>Hourly Rate (Statutory Holidays) (D3)</b>	<b>Estimated Hours (E3)</b>	<b>Total (D3xE3)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	8	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	214	\$
<b>Total (F3)</b>			\$
<b>Evaluated Total Detention Guards Supervisors Year One (F1+F2+F3=F)</b>			\$
<b>Evaluated Total Year One (C+F=Year 1 Evaluated Total)</b>			\$



## OPTION YEAR ONE

### Detention Guards – Option Year One (Date to be determined at award)

	Hourly Rate (G1) Regular (Mon-Fri 8am – 4pm)	Estimated Hours (H1)	Total (G1xH1)
Newfoundland & Labrador <i>(Remote and Isolated areas *see definitions)</i>	\$	3,235	\$
Newfoundland & Labrador <i>(All other areas in NL not included above)</i>	\$	76,891	\$
Nova Scotia	\$	26,893	\$
New Brunswick	\$	19,553	\$
<b>Total (J1)</b>			\$
	Hourly Rate (Approved Overtime) (G2)	Estimated Hours (B2)	Total (G2xH2)
Newfoundland & Labrador <i>(Remote and Isolated areas *see definitions)</i>	\$	1,453	\$
Newfoundland & Labrador <i>(All other areas in NL not included above)</i>	\$	2,846	\$
Nova Scotia	\$	2	\$
New Brunswick <del>Prince Edward Island</del>	\$	352	\$
<b>Total (J2)</b>			\$
	Hourly Rate (Statutory Holidays) (G3)	Estimated Hours (B3)	Total (G3xH3)
Newfoundland & Labrador <i>(Remote and Isolated areas *see definitions)</i>	\$	112	\$
Newfoundland & Labrador <i>(All other areas in NL not included above)</i>	\$	1,274	\$
Nova Scotia	\$	586	\$
New Brunswick	\$	117	\$
<b>Total (J3)</b>			\$
<b>Evaluated Total Detention Guards Option Year One (J1+J2+J3=J)</b>			\$

**Supervisor – Option Year One (Date to be determined at award)**

**Please note:** It is not anticipated that supervisor services will be required in New Brunswick, Nova Scotia and Prince Edward Island. In the event that a requirement is identified, the rates to be charged for services in the provinces of New Brunswick, Nova Scotia and Prince Edward Island shall be the same as the rate for the areas of Newfoundland & Labrador that are not remote/isolated/rural areas. Overtime rates will be billed in accordance with the applicable provincial laws.

	<b>Hourly Rate (K1) Regular (Mon-Fri 8am – 4pm)</b>	<b>Estimated Hours (L1)</b>	<b>Total (K1xL1)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	843	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	12,609	\$
<b>Total (M1)</b>			\$
	<b>Hourly Rate (Approved Overtime) (K2)</b>	<b>Estimated Hours (E2)</b>	<b>Total (K2xL2)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	581	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	1,382	\$
<b>Total (M2)</b>			\$
	<b>Hourly Rate (Statutory Holidays) (K3)</b>	<b>Estimated Hours (E3)</b>	<b>Total (K3xL3)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definition below)	\$	8	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	214	\$
<b>Total (M3)</b>			\$
<b>Evaluated Total Detention Guards Supervisors Option Year One (M1+M2+M3=M)</b>			\$
<b>Evaluated Total Option Year One (J+M=Option Year 1 Evaluated Total)</b>			\$

## OPTION YEAR TWO

### Detention Guards – Option Year Two (Date to be determined at award)

	Hourly Rate (N1) Regular (Mon-Fri 8am – 4pm)	Estimated Hours (O1)	Total (N1xO1)
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	3,235	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	76,891	\$
Nova Scotia	\$	26,893	\$
New Brunswick	\$	19,553	\$
Total (P1)			\$
	Hourly Rate (Approved Overtime) (N2)	Estimated Hours (B2)	Total (N2xO2)
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	1,453	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	2,846	\$
Nova Scotia	\$	2	\$
New Brunswick <del>Prince Edward Island</del>	\$	352	\$
Total (P2)			\$
	Hourly Rate (Statutory Holidays) (N3)	Estimated Hours (B3)	Total (N3xO3)
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	112	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	1,274	\$
Nova Scotia	\$	586	\$
New Brunswick	\$	117	\$
Total (P3)			\$
Evaluated Total Detention Guards Option Year 2 (P1+P2+P3=P)			\$

**Supervisor – Option Year Two (Date to be determined at award)**

**Please note:** It is not anticipated that supervisor services will be required in New Brunswick, Nova Scotia and Prince Edward Island. In the event that a requirement is identified, the rates to be charged for services in the provinces of New Brunswick, Nova Scotia and Prince Edward Island shall be the same as the rate for the areas of Newfoundland & Labrador that are not remote/isolated/rural areas. Overtime rates will be billed in accordance with the applicable provincial laws.

	<b>Hourly Rate (Q1) Regular (Mon-Fri 8am – 4pm)</b>	<b>Estimated Hours (R1)</b>	<b>Total (Q1xR1)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	843	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	12,609	\$
<b>Total (S1)</b>			\$
	<b>Hourly Rate (Approved Overtime) (Q2)</b>	<b>Estimated Hours (E2)</b>	<b>Total (Q2xR2)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definitions)	\$	581	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	1,382	\$
<b>Total (S2)</b>			\$
	<b>Hourly Rate (Statutory Holidays) (Q3)</b>	<b>Estimated Hours (E3)</b>	<b>Total (Q3xR3)</b>
Newfoundland & Labrador (Remote and Isolated areas *see definition below)	\$	8	\$
Newfoundland & Labrador (All other areas in NL not included above)	\$	214	\$
<b>Total (S3)</b>			\$
<b>Evaluated Total Detention Guards Supervisors Option Year Two(S1+S2+S3=S)</b>			\$
<b>Evaluated Total Option Year Two(P+S= Option Year 2 Evaluated Total)</b>			\$

## **Basis of Payment**

### **1. Shortfall Situations**

- a) A shortfall occurs when the required Detention Guard services are not supplied at a post or work site. A shortfall situation also occurs when the Offeror supplies unqualified Detention Guards e.g. failure to provide bilingual personnel would be an example of a shortfall.
- b) The Identified User will pay only for time actually worked.
- c) Overtime rates will not be paid by the Identified User to allow the Offeror to compensate for a shortage of Detention Guards.
- d) It is understood and agreed that where the Identified User provides the Offeror with less than 3 months advance written notice of services required in a new detachment location (new detachment location is defined as a location other than the primary locations in Appendix 1 to Annex "A"), deductions will only be made by the Identified User for shortfalls which occur 3 months after the date of notice. The amount deducted from the invoice by the Identified User must be supported by a breakdown of the deficiency(s) and the applicable deductions. This will be detailed in form HD6147 (see Appendix B).
- e) Deductions claimed by the Identified User for deficiencies occurring in a specific month, will be made the following month, in order to ensure the Offeror and the Identified User have sufficient time to settle any disputes with regard to specific deficiencies
- f) If a Detention Guard arrives late for work, or leaves early for any reason, overtime will not be paid by the Identified User when the Offeror fills the vacancies so created.
- g) In addition, the absence of a Detention Guard at a post or work site without a replacement constitutes a shortfall for a portion of a shift and a proportional deduction from the Identified Users payment to the Offeror will be made.
- h) The Identified User will deduct from the Offeror any difference in billing rates for contract guards from another company or the difference in the hourly wages paid to the client department's employees up to a maximum of \$100.00 per hour. In these cases, this can include overtime costs. The Identified User will provide the Offeror with a Shortfall form detailing this information.
- i) The Offeror will then provide within 4 weeks the Identified User with a credit note for the total deduction calculated to be used against a future invoice.
- j) **For new detachment locations other than the primary locations in Appendix 1 to Annex "A".** Upon receipt of all documentation required for security clearance application the RCMP will process within a two month period. The Offeror must ensure the RCMP confirms they have received all the necessary documentation. If documentation or information is missing the two month period will not begin until such time as the information has been submitted. If Guard applicants are in the RCMP clearance process queue for period longer than two months from

such time that all required information is submitted to the RCMP, then all applicable penalties defined in relation to shortfall situations will not be binding.

**For the primary locations in Appendix 1 to Annex "A".** It is the Offeror's responsibility to ensure that the required amount of guards are available at the start of the Standing Offer period and this must be maintained throughout the entire standing offer period. All applicable penalties will be binding if the required guard(s) is/are not available when requested by one of the detachments listed in Annex "A".

**2. Overtime**

A detention guard who has been authorized by the detachment to work more than the maximum number of hours permitted in a given period by the applicable provincial laws is in overtime status. When service has been provided by a detention guard in overtime status, the overtime will be billed in accordance with the applicable provincial laws.

**3. Statutory Holidays**

The Offeror may invoice, if applicable, for Statutory Holidays worked on the basis of the applicable provincial laws when the services are authorized by the detachment.

**4. Other Chargeable Time**

The minimum shift requirement must be paid in accordance with provincial laws, currently 4 hours in British Columbia, Nunavut and the Northwest Territories, 2 hours in the Yukon and 3 hours in all other provinces.

**5. Traveling Time/Travel Allowance**

All transportation costs between the detention guard's residence and the detachment is the sole responsibility of the detention guard and the Offeror. In the event the offeror is unable to provide a guard, the offeror in consultation with the detachment commander may agree to bring in a guard from a neighbouring unit. **All costs associated to travel, meals and accommodations bringing in a guard under such circumstances are the responsibility of the offeror.**

**6. Cost Reimbursable Expenses**

If Detention 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.

The Offeror will be reimbursed its authorized travel and living expenses for the required testimony at court services reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel related to the testimony at court services must have the prior authorization of the Technical Authority.

The authorized travel and living expenses for the testimony at court services will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.