

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving Royal Canadian Mounted Police Procurement and Contracting Services

Email/Courriel: NWR_Procurement_Bids@rcmp-grc.gc.ca

Réception des soumissions Gendarmerie royale du Canada Service des acquisitions et des marchés,

Email/Courriel: NWR_Procurement_Bids@rcmp-grc.gc.ca

REQUEST FOR PROPOSAL

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

DEMANDE DE PROPOSITION

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

	Title – Sujet Forensic Child Interviewing Workshops				Date September 25, 2023	
	Solicitatio	Solicitation No. – Nº de l'invitation				M5000-23-05568/A
	Client Refe	Client Reference No No. De Référe			Clien	t 202305568
	Solicitatio	n Closes – L'i	nvitation pre	end fin		
	At /à :	2 :00 p.m. /	14h00			Standard Time) Normale du Centre)
	On / le :	October 20,	2023			
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		n of Goods ar — Voir aux pr		- Destina	ation	s des biens et services
	Instructior See herein	is — Voir aux pr	ésentes			
		n quiries to – A aski, <u>shawn.m.</u>				de renseignements à
	Telephone 780-670-85	No. – No. de 592	téléphone	Facsim	ile N	o. – No. de télécopieur
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PART 1 - GENERAL INFORMATION

NOTE: <u>Canada Buys</u> is the new official source for Government of Canada tender and award notices. <u>Buy and Sell</u> remains as a source for information, procurement policy and guidelines.

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
 - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract</u> <u>Security Program</u> of Public Works and Government Services Canada (http://www.tpsgcpwgsc.gc.ca/esc-src/introduction-eng.html) website. Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse</u> <u>Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the</u> <u>Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bidchallenge-and-recourse-mechanisms

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html





PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile to RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.





2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

2.5 **Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <u>corporate_accounting@rcmp-grc.gc.ca</u>

2.6 Volumetric Data

The volumetric data "estimated number of courses" has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

a) use a numbering system that corresponds to the bid solicitation.

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 <u>Policy</u> <u>on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Bidders should:

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)





- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD)specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - a. 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
 - b. 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.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Attachment 1 to Part 4 – Mandatory Technical Criteria

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



Attachment 1 to Part 4 – Mandatory Technical Criteria

1. INSTRUCTIONS TO BIDDER

- 1. The Bidder is requested to provide a response to the Evaluation Criteria in the "Substantiation" column, or indicate where the criteria are met by entering the location (e.g. section/volume number, tab, page number, resume paragraph, etc.) in the "Substantiation" column.
- 2. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- 3. The Bidder is requested to utilize the unique item number and associated title/description of each evaluation criterion in their responses.

Example: MT4: Instructor X experience: Tab #3, Instructor X resume, Page 6, paragraph 4.

- 4. Phrases such as "within the past five (5) years" used in this solicitation mean "within the five (5) years preceding the closing date of the RFP". In the event that the RFP closing date is changed after the initial publication of the RFP, the experience will be measured from the final closing date, unless otherwise directed in an RFP amendment.
- 5. Project timelines that overlap will only be counted once towards the number of months.
- 6. To demonstrate the experience of the Bidder or its personnel (i.e. proposed resources), the Bidder must provide the following details as to how the stated experience was obtained:
 - i. Name of the client organization(s) and contact information;
 - ii. Start and end dates (MM-YYYY);
 - iii. Nature, role, and scope of the services provided;
 - iv. A reference who can confirm the stated experience.

7. Number of Resources Evaluated:

Bidders must propose one resource for each resource category. If the Bidder proposes more than one resource per resource category, only the first resource will be considered.



1. MANDATORY EVALUATION CRITERIA

Bidder(s) not meeting the following Mandatory Requirement at the time of bid closing will be deemed noncompliant and receive no further consideration.

The Royal Canadian Mounted Police is under no obligation to seek clarification of the bid(s) or the supporting technical documentation provided.

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

	CRITERIA	Substantiation Please Cross Reference to Specific pages in your proposal Completed by Bidder	Assessment MET NOT MET Completed by RCMP Evaluator
	Mandatory Curriculum		
	The Bidder must demonstrate, by providing a copy of the proposed curriculum / syllabus, that the workshops include instruction in universally recognized Child Forensic Interview Phases as set out in the US Department of Justice Office of Juvenile Justice and Delinquency Prevention Bulletin, September 2015.		
М1	 a) Identifying barriers to the interview b) Parent interviews c) Disclosure interviews d) Identifying offending patterns e) Types of disclosures f) Setting up interviews, building rapport g) Types of memory and how it affects the interview h) Rapport-Building (Interview Instructions, Truth vs. Lies, Narrative Practice/Episodic Memory Training) i) Able to critique interviews and provide guidance j) Able to address offences that fall within the Criminal Code of Canada k) Able to update and provide new information based on court decisions and to adjust the training accordingly l) Knowledge-based scenario or written exam to test participant knowledge 		
	appropriate questioning. The above content must be covered in the curriculum regardless of the interviewing model used in the teaching.		



	CRITERIA	Substantiation Please Cross Reference to Specific pages in your proposal Completed by Bidder	Assessment MET NOT MET Completed by RCMP Evaluator
М2	 Mandatory Contractor Education and Experience The Bidder must demonstrate, by providing a detailed CV and project description(s), that the Contractor has a minimum of 60 months experience in delivering Forensic Child Interviewing Workshops, including the following: a) providing guidance in conducting proper child interviews, mentoring in the techniques and procedures; b) update and provide new information based on court decisions and to adjust the training accordingly. 		



	CR	TERIA	Please Cross Reference to Specific pages in your proposal	MET NOT MET
	Mai	ndatory Instructor(s) Education and Experience		
	The Bidder must demonstrate, by providing a detailed CV with project descriptions, that the proposed resource has the following minimum experience:			
	a)	Instructor(s) must have a minimum of 60 months experience in conducting trauma-informed child victims and witness interviews. They must be either currently working under the Primary Instructor as a Forensic Child Interviewer, or working within a Forensic Child Interviewing environment conducting and peer reviewing Forensic Child Interviews.		
	b)	In addition to a), the Primary Instructor must have a minimum of 60 months' experience within the last 10 years in facilitating Forensic Child Interviewing courses		
М3	c)	Instructor(s) must have knowledge and experience in the area of Forensic Child Interviewing, by providing work experience, number of child forensic interviews completed to date, and references.		
	d)	Instructor(s) must have the experience in facilitating teachings of child interviewing techniques that would be accepted by Canada's courts, guided by case law, and in accordance with D Division's Operational Manual Child Abuse / Crimes Against Young Persons policy.		
	e)	Instructor(s) must have experience in providing current and accurate child interviewing information based on current legislation and case law.		
	f)	Academic qualifications: Instructor(s) must hold a minimum of a Bachelor's Degree in Sociology or Psychology from a <u>recognized institution</u> or relevant work experience.		



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive.

5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html).

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 <u>Employment and Social Development Canada (ESDC) – Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "<u>FCP Limited Eligibility to</u> <u>Bid</u>" list at the time of contract award.





5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Bidder has entered into with competitors regarding the call for tenders.

5.1.3.2 Former Public Servant – See Attachment 2 to Part 5

5.1.3.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.3.4 Education and Experience

5.1.3.4.1 SACC Manual clause A3010T (2010-08-16) Education and Experience



Attachment 1 to PART 5

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: ____

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ______ that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- 4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a bid in response to this call for bids;
 - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- 6. the Bidder discloses that (check one of the following, as applicable):
 - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and





the nature of, and reasons for, such consultations, communications, agreements or arrangements; \Box

- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



ATTACHMENT 2 to PART 5

FORMER PUBLIC SERVANT CERTIFICATION

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

- If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.





Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder 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.



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses) apply and form part of the Contract.

All Contractor personnel working on-site must hold a valid "Facility Level 2 Access – Escort required" issued by RCMP Departmental Security. The Contractor SHALL NOT remove or make copies of any DESIGNATED or CLASSIFIED information or assets from the identified work site.

Contractor personnel must submit to local law enforcement verification by the RCMP, prior to admittance to the facility or site. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.

The Contractor will submit the following to the RCMP:

- 1. Form TBS 330-23
- 2. Copy of Government issued, signature bearing photo Identification (Front and Back).

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

<u>2010B</u> (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

6.3.2.1 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.





6.3.2.2 <u>4006</u> (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Shawn Balaski
	Royal Canadian Mounted Police
Telephone:	780-670-8592
Facsimile:	780-454-4527
E-mail address:	shawn.m.balaski@rcmp-grc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 **Project Authority**

The Project Authority for the Contract is: (The Project Authority will be identified at Contract Award)

Name: Title:

Royal Canadian	Mounted Police

Telephone:	
Facsimile:	
E-mail address:	@rcmp-grc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.





6.5.3 Contractor's Representative

	presentative responsible for general enquiries and delivery follow-up <i>Representative will be identified at Contract Award</i>)
Name:	
Title:	
Telephone No.	
Facsimile No.	
E-mail address:	

6.6 **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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "B" for a cost of (insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>, 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. The estimated travel cost for the contract period is \$ _____. (insert the amount at contract award)

All payments are subject to government audit.

6.7.2 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.

6.7.3 Multiple Payments

H1001C (2008-05-12) Multiple Payments;

6.7.4 Discretionary Audit

<u>C0100C</u> (2010-01-11) Discretionary Audit - Commercial Goods and/or Services;

6.8 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 the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Royal Canadian Mounted Police (Insert the address of the organization)

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract 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 Bidder in its bid, if applicable*).





6.11 **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 Articles of Agreement;
- b. the supplemental general conditions <u>4013</u> (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- c. the supplemental general conditions <u>4006</u> (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- d. the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex C, Security Requirements Check List;
- h. the Contractor's bid dated _____ (insert date of bid)

6.12. Procurement Ombudsman

6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the <u>OPO website</u>.

6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by email at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.

6.13 Insurance

G1005C (2016-01-28) Insurance - No Specific Requirement;





6.14 Environmental Considerations

Where applicable, the contractor is encouraged to:

- Deliverables:
 - Provide and transmit draft reports, final reports and bids in electronic format.
 Should printed material be required, the use of double sided printing in black and white format is required unless otherwise specified by the Project Authority.
 - When printed material is requested, the minimum recycled content of 30% is required and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security Requirements).
- Travel Requirements/Meetings:
 - Conducting meetings via telephone, teleconference, and/or video conferencing in order to minimize travel requirements is preferred;
 - Contractors are encouraged to access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to that link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors.
 - o Contractors are encouraged to use of public/green transit where feasible.
- Shipping Requirements:
 - Minimize packaging
 - Include recycled content in packaging;
 - Re-use packaging;
 - Include a provision for a take-back program for packaging;
 - Reduce/eliminate toxics in packaging.

6.15 Replacement of Specific Resources

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.





ANNEX A - STATEMENT OF WORK

1. TITLE

CHILD FORENSIC INTERVIEWING TECHNIQUES BASIC WORKSHOPS

2. BACKGROUND

The Royal Canadian Mounted Police (RCMP) requires a Contractor to deliver basic evidencebased child forensic interviewing training using a model that meets the forensic interview standards outlined by National Children's Alliance's (NCA) National Standards of Accreditation for Children's Advocacy Centre's (CAC; also, see AD1) but with content tailored to address Canada's specific needs (see AD2) and to comply with RCMP policy.

The objective is to ensure the highest quality training is provided to RCMP employees, where content is maintained and guided by the Criminal Code of Canada (particularly but not limited to Section 715.1), the NCA's accreditation standards, Canadian Criminal Case Law, and offence-types related to children and youth.

D Division Manitoba RCMP requires 2 basic knowledge and skill workshops for fiscal years 2023/2024, 2024/2025 with the option of 2 workshops per year for fiscal years 2025/2026 and 2026/2027.

The RCMP requires that the basic workshop include the following topics in the curriculum regardless of the model taught: identifying barriers to the interview, parent interviews, disclosure interviews, identifying offending patterns, types of disclosures, setting up interviews and building rapport, types of memory and how it affects the interview, rapport-building (interview instructions, truth vs lies, narrative practice/episodic memory training); how to critique and provide guidance on interviews, able to address offences that fall within the Criminal Code of Canada, able to update and provide new information based on court decisions and to adjust the training accordingly, and knowledge-based scenario or written exam to test participant knowledge.

3. ACRONYMS

CYAC	Children and Youth Advocacy Centre
NCA	National Children's Alliance
RCMP	Royal Canadian Mounted Police
SME	Subject Matter Expert
SOW	Statement of Work

4. APPLICABLE DOCUMENTS & REFERENCES

AD1: <u>2023-Standards-RedBook.pdf</u> AD2: <u>https://www.justice.gc.ca/eng/rp-pr/cj-jp/victim/rd11-rr11/p4.html</u>

5. TASKS

The curriculum for task 5.1 must include instruction in universally recognized Child Forensic Interview Phases as set out in the US Department of Justice Office of Juvenile Justice and Delinquency Prevention Bulletin, September 2015.

5.1 Basic/Introductory Level Course

The Contractor must provide in-house training at an introductory level utilizing empirically-based child forensic interviewing protocols within a model recognized by the RCMP, another Canadianbased model or NCA nationally-approved forensic interview training tailored to Canadian content. The course must be no less than four (4) days and no more than five (5) days in duration. The basic/ introductory level course will take place in Manitoba two (2) times per year.





The curriculum must include instruction on:

- Identifying barriers to the interview
- Parent interviews
- Disclosure interviews
- Identifying offending patterns
- Types of disclosures
- Setting up interviews and building rapport
- Types of memory and how it affects the interview
- Rapport-building (interview instructions, truth vs lies, narrative practice/episodic memory training)
- How to critique and provide guidance on interviews
- Able to address offences that fall within the Criminal Code of Canada
- Able to update and provide new information based on court decisions and to adjust the training accordingly
- Knowledge-based scenario or written exam to test participant knowledge

Contractor must collaborate with RCMP Divisional SME to confirm best practices within RCMP Child Abuse policy and Provincial Court requirements.

5.2 Training Materials

The Contractor must provide all hard copy materials that will be required for the candidate's successful completion of the courses listed in 5.1 above.

6. DELIVERABLES

Number	Task Reference	Description of the Deliverables	Quantity and Format
6.1	5.1	Basic/Introductory Level Course	4 or 5 day course with no more than 30 candidates per course
6.2	5.1	Training Materials	Hard copy for each candidate as required
6.3	5.1	Knowledge-based scenario or written exam to test participant knowledge	Minimum of 1 scenario or written exam
6.4	5.1	Certificate of Completion	One (1) hard copy certificate of completion for each candidate that completes a course, provided at end of course.

7. DATE OF DELIVERY

Deliverable	Delivery date	
6.1	Two (2) times per year at dates agreed upon by both the Contractor and the RCMP.	
6.2	Before or at the start of each course.	
6.3	Before the end of each course.	
6.4	Upon successful completion of each course.	





8. LANGUAGE OF WORK

The language of all work and deliverables must be English.

9. LOCATION OF WORK

The work must be performed at:

Royal Canadian Mounted Police 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6 Canada

If this facility is not available during the dates and times of potential sessions, the Contractor must be flexible in performing the work at a suitable alternate location.

10. TRAVEL

Duration and Frequency: The Contractor may be required to travel to the following locations for task 5.1 as required to complete the terms of the contract. This would be 2 times per year in Manitoba.

Location: D Division Headquarters Address: 1091 Portage Avenue Winnipeg, Manitoba R3G 0S6

The <u>National Joint Council Directive</u> will apply for any travel, accommodation and living expenses.

11. MEETINGS

Not required

12. GOVERNMENT SUPPLIED MATERIAL (GSM)

GSM 1: RCMP policy related to Child Forensic Interviewing Quantity: As needed/ required for presentations.

13. GOVERNMENT FURNISHED EQUIPMENT (GFE)

None.

14. SPECIAL CONSIDERATIONS

In all likelihood the training will take place at the locations listed in section 10, it is possible that the actual training takes place at off site locations depending on availability of training spaces. Any location changes will be agreed on by the Contractor and the RCMP prior to the commencement of any of the courses.





ANNEX B - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified below for a cost of \$ ______ *insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm, all-inclusive price in Table 1 below (column B) and complete the extended price calculation (column C) for the contract period identified. Failure to complete the table in full will result in the bid being deemed non-responsive and given no further consideration.

The estimated number of courses is provided for evaluation purposes only and does not constitute a guarantee or commitment on behalf of Canada.

The total evaluated price: Sum total of Column C (taxes not included)

Firm unit prices, in Canadian dollars, including all customs duties, the Goods and Services Tax or the Harmonized Sales Tax is extra.

1. PROFESSIONAL SERVICES

Table 1: Workshop delivery (1 instructor for up to 30 participants)

ltem #	Description	Estimated Quantity (A)	Unit Price (B)	Extended Price (A) X (B) = (C)
1.	Period 1 - Manitoba (location to be determined) Introductory Forensic Child Interviewing workshops From Contract Award date to March 31, 2024	2	\$	\$
2.	Period 2 - Manitoba (location to be determined) Introductory Forensic Child Interviewing workshops From April 1, 2024 to March 31, 2025	2	\$	\$
3.	Option 1 - Manitoba (location to be determined) Introductory Forensic Child Interviewing workshops From April 1, 2025 to March 31, 2026	2	\$	\$
4.	Option 2 - Manitoba (location to be determined) Introductory Forensic Child Interviewing workshops From April 1, 2026 to March 31, 2027	2	\$	\$
	Total (Sum of extended price = Items 1 to 4)			\$

2. AUTHORIZED TRAVEL AND LIVING EXPENSES FOR WORK

Concerning the requirements to travel described in section 10 of the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

All travel must have the prior authorization of the Project Authority.

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

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ (insert amount at contract award)





ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) & SECURITY GUIDE

(Attached at the end of the document for informational purposes only)

ANNEX "D" - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

(Attached at the end of the document)

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