Alberta Justice
Procurement Services
Financial Services Division
Bowker Building
9833 – 109 Street
Edmonton, AB T5K 2E8

PRE-QUALIFICATION REQUEST ("PQR")

23-CJS-FMPS-01

STANDING OFFER FOR

FAMILY MEDIATION PROGRAM SERVICES

PQR Issue Date:	**December 23, 2021**
PQR Closing Date/Time:	**March 31, 2027 on or before 14:00:59 Alberta Time**
Senior Procurement Officer:	**Stephen Kowalishin**
Email:	**JUST.Procurement@gov.ab.ca**

The Province reserves the right to suspend the PQR prior to the Closing Date/Time specified above and re-open it at a later date.

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Classification: Protected A

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Classification: Protected A

1. GENERAL

1.1 INTRODUCTION

Alberta Justice invites Proponents to submit Responses for the provision of the Services and Materials as specified in this Pre-Qualification Request (PQR). This PQR will be conducted with the objective of maximizing benefit to the Province, while offering Proponents a fair and equitable opportunity to participate.

Proponents are advised to pay careful attention to the wording used throughout this PQR. Failure to satisfy any term or condition of this PQR may result in an unacceptable Response.

The Province will evaluate Responses and enter into Standing Offer Contracts (Contracts) with Pre-Qualified Contractors for the provision of the Services on an as required basis. Any Contracts entered into pursuant to this PQR will expire on March 31, 2027; however, the Province has the option to extend for up to thirty-six additional months, on the same terms and conditions including pricing.

The Province reserves the right to update the list of Pre-Qualified Contractors at any time prior to the Closing Date/Time upon receipt of a Response from a Proponent meeting the requirements of this PQR.

Proponents may contact the Senior Procurement Officer identified on the cover of this PQR, through e-mail at JUST.Procurement@gov.ab.ca for queries relating to the Project description and requirements and the collection of information pursuant to this PQR. All questions and answers may, at the province's discretion, be distributed to all Proponents.

1.2 PREAMBLE

Proponents are invited to submit Proposals for the opportunity to compete for the provision of Services in accordance with the specifications and terms and conditions set out in this PQR.

This competitive procurement will be conducted in accordance with one fundamental objective: to maximize the benefit to the Province while offering Proponents a fair and equitable opportunity to participate.

Proponents are advised to pay careful attention to the wording used throughout this PQR. Failure to satisfy any term, condition or mandatory requirement of this PQR may result in rejection of the Proposal.

STATEMENT ON PROHIBITIONS RELATED TO RUSSIAN AGGRESSION IN THE UKRAINE

Sanctions related to the Russian invasion of Ukraine have been imposed by the Government of Canada under the Special Economic Measures Act. The Government of Canada has stated that the sanctions have been imposed "in order to respond to the gravity of Russia's violation of the sovereignty and territorial integrity of Ukraine, and grave human rights violations that have been committed in Russia."

The Special Economic Measures Regulations applicable to Russia, Belarus and Ukraine under the Special Economic Measures Act impose an asset freeze and dealings prohibition on designated persons listed in Schedule 1 of the Regulations, which include both individuals and entities.

Consistent with the Regulations, the Province reserves the right to limit or prohibit Proposals from the designated persons and entities listed in Schedule 1 of the Special Economic Measures (Russia) Regulations, the Special Economic Measures (Belarus) Regulations, and the Special Economic Measures (Ukraine) Regulations, as amended from time to time, or from entities that could benefit such individual or entities, directly or indirectly, if they were to enter a Contract with the Province.

Questions about these prohibitions can be directed to the Senior Procurement officer.

2. PQR PROCESS

2.1 PQR TERMINOLOGY

Terminology used throughout this PQR is defined in the PQR Terminology, Terms and Conditions in Appendix A, which forms part of this PQR.

2.2 SCHEDULE OF EVENTS

PQR Issue Date:	December 23, 2021
PQR Closing Date/Time:	The PQR is scheduled to close on the date and time specified on the cover of this PQR. The Province reserves the right to suspend the PQR at any time and re-open it at a later date.
Evaluation of PQR Responses:	Responses received on or before the PQR Closing Date/Time will be evaluated within one month of receipt.

3. PROJECT INFORMATION

3.1 PROJECT OVERVIEW

3.1.1 BACKGROUND

The Province promotes fair and equitable access to the justice system by providing a broad range of Services through the courts, prosecution and appropriate dispute resolution mechanisms.

The Family Mediation Program requires Services for families who are eligible and are parenting apart. This PQR is to solicit Services from prospective Proponents who meet or exceed the requirements of this PQR.

Pre-Qualified Contractors will, as required, deliver Family Mediation Program Services as described in Appendix C. Service Requests will be made at the discretion of the Province. There is no guarantee of the number or frequency of Service Requests. Eligible fees and maximum pricing for the Services is listed in Appendix D - Fees.

3.1.2 SERVICES DURATION

The anticipated duration of Services is from the date a contract becomes effective until March 31, 2027. The Province, in its discretion, will confirm actual start and end dates for the Services upon finalizing the Contract.

The Province may extend the PQR, under the same terms and conditions including pricing, for up to thirty-six additional months.

3.1.3 SERVICES SCOPE

The Province requires the Services as set out in Appendix C to this PQR.

3.2 SERVICES, MANDATORY REQUIREMENTS, AND DESIRABLE PROVISIONS

3.2.1 CRIMINAL RECORDS CHECK

Refer to Appendix E – Contract, clause 15 for criminal record check requirements.

Prior to finalizing the Contract with a successful Proponent a Criminal Records Check must be provided.

The Province may at any time during the Contract request, and the Pre-Qualified Contractor shall provide at the Pre-Qualified Contractor's expense, an updated criminal record check of the Pre- Qualified Contractor and/or for each Resource assisting the Pre-Qualified Contractor in performing the Services.

Contractors or their Resources who in the opinion of the Province have an unacceptable criminal record may be rejected and will not be permitted to perform any of the Services.

3.2.2 MANDATORY REQUIREMENTS - PROPONENT

The Proponent must demonstrate that it meets the mandatory requirements as set out in Appendix B, Attachment # 1 to this PQR.

3.2.3 MANDATORY REQUIREMENTS – PROPOSED RESOURCES

The Proponent must demonstrate that the Resource meets the mandatory requirements as set out in Appendix B, Attachment # 2 to this PQR.

3.2.4 TRAINING FORM

The Proponent should demonstrate that it meets or exceeds the training requirement as set out in Appendix B, Attachment # 1 to this PQR and complete the training form provided in Appendix B, Attachment #3 to this PQR.

4. EVALUATION CRITERIA AND SUBSEQUENT CONTRACT AWARD

4.1 PRE-QUALIFIED CONTRACTOR SELECTION

The Evaluation Team is responsible for determining if a Proponent and proposed Resources (if any), are successful in becoming pre-qualified by evaluating Responses to this PQR in accordance with a pre-established evaluation plan. Only Pre-Qualified Contractors and their pre- qualified Resources (if any), will be permitted to perform Services for the Family Mediation Program.

Selection of Proponent(s) for initial screening will be based on meeting the mandatory requirements. The Evaluation Team will then conduct a thorough evaluation of Responses

that have passed the initial screening.

The Province reserves the right to limit the number of Pre-Qualified Contractors to provide Services to a specific location based on the volume of Family Mediation Services being requested (Appendix F).

The following PQR requirements will also be evaluated:

1. Acceptance of PQR Administration Terms and Conditions; and
2. Acceptance of Contract Terms and Conditions, including Schedules (Appendix E).

4.2 SERVICE REQUESTS FOR FAMILY MEDITATION SERVICES

4.2.1 Family Mediation Services are required on an as needed basis. Pre-Qualified Contractors are not guaranteed any volume of work subsequent to this PQR. The Province will allocate work based on the required service area and the Pre-Qualified Contractor established to roster service the area.

Service Requests will made by contacting the selected Pre-Qualified Contractor either by phone or email. When more than one Pre-Qualified Contractor has been established for the service area, Pre-Qualified Contractors will be selected on a rotational basis as follows:

.1 The roster list order will be established based on the date and time when a complete Response was received from the Proponent. Pre-Qualified Contractors added to the roster rotation schedule thereafter, will be placed at the bottom of the roster list.
.2 Rotation through the list will advance as each new Service Request is made by the Province.
.3 In the event a Pre-Qualified Contractor declines or is not available to perform the Service Request, the Province will submit a Service Request to the next Pre-Qualified Contractor on the list for the respective service area. If a Pre-Qualified Contractor(s) declines or is unavailable to perform the Service Request, that Service Request will be withdrawn and the Pre-Qualified Contractor's name will be returned to the list and must wait until the rotation comes back to its place on the list before being offered another Service Request.
.4 When there are no Pre-Qualified Contractor to perform the Service Request in the service area, the Province will select a Pre-Qualified Contractor from another service area based on the availability of another Pre-Qualified Contractor.

4.2.2 There may be situations where Service Requests require a special skill, ability, knowledge or experience. The Province will create sub-lists for such special skills, abilities, knowledge or experience based on Attachment #4 in Appendix B. Rotation through the sub-list will advance in accordance with each new Service Request for the specific skill, ability, knowledge or experience.

5. RESPONSE CONTENT GUIDELINES

5.1 RESPONSE FORMAT

To facilitate ease of evaluation by the Evaluation Team, and to ensure each Response receives full consideration, Responses should be organized in the following format using the section titles and sequence listed below:

i. Response Submission Form
ii. Proponent Qualifications
iii. Appendices

5.1.1 Response Ordering and Title of Content Sections

If Proponents wish to add sub-sections or new information, which Proponents believe will add value and/or clarity to their Responses, Proponents are encouraged to do so using the same number system, or by including additional appendices in their Response.

5.1.2 Proposed Alternatives

Proponents proposing an alternative to any PQR requirement must clearly substantiate the merit of the alternative. Proposed alternatives must meet the fundamental intent of the requirement. The acceptability of the alternative will be determined by the Evaluation Team.

5.1.3 Response Submission Form

The Response should include a cover letter in the form of a completed Response Submission Form found in Appendix B.

5.1.4 Executive Summary

The Response must include:

a) A brief introduction of the Proponent, including the Proponent's full legal name and location(s) that the Proponent is proposing to provide the Services;
b) The Proponent's contact information of the individual who is authorized to participate in Contract finalization and who can answer all questions and clarifications arising from the Response, including the person's title, address, e-mail, and telephone number;
c) The availability over the term of the Contract and description of the level of availability or limitations on the number of requests the Proponent can accept per month and at any one time; and
d) Brief description of the Proponent's employment history with an emphasis on previous experience working with or providing Services for Family Mediation Programs;

5.1.5 Mandatory Requirements and Desirable Provisions - Proponent

Responses must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in the Mandatory Requirements - Proponent and Desirable Provisions-Proponent, Attachment # 1 to Appendix B.

5.1.6 Mandatory Requirements and Desirable Provisions - Proposed Resources

For each proposed Resource, Responses must provide a response to the mandatory requirements and should provide a response to the desirable provisions set out in Attachment # 2 to Appendix B to this PQR.

In addition, for each proposed Resource, the Response should include the following information:

- A résumé detailing the proposed Resource's education, work experience; and
- At least three business-related references for the proposed Resource.

If a résumé or references are not included with the Response, the Proponent must provide them within two Business Days of a request by the Province to do so.

5.1.7 Resources

The Response must identify the name of any Resource(s) used to assist the Proponent and the proposed service delivery area.

5.1.8 Resource Replacement

There could be circumstances that require a Pre-Qualified Contractor to request that a proposed Resource replaced. Resource replacement is not permitted without the Province's written approval. The Province reserves the right to deny any request for replacement and reject any proposed replacement.

5.2 PQR ADMINISTRATION TERMS AND CONDITIONS

Proponents by submitting a Response are deemed to have accepted the PQR Administration Terms and Conditions.

In accordance with Section 6.4.1 (c) of the PQR, the Proponent, if it considers portions of its Response to be confidential, shall identify those parts of its Response to The Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure under FOIP.

5.3 CONTRACT PROVISIONS

Proponents, by submitting a Response, are deemed to have accepted each of the provisions of the Contract in Appendix E exactly as drafted. Schedules A and B to the Contract and any blank items will be completed by the Province when preparing the Contract to be entered into with the successful Proponents.

5.4 APPENDICES

If the Proponent wishes to include any other material not specifically requested by this PQR, it may do so by including additional appendices in the Response.

6. GENERAL

6.1 PQR AVAILABILITY

The Proponent should obtain the PQR directly from Alberta Purchasing Connection (APC) to facilitate receiving any PQR updates/amendments issued by the Senior Procurement Officer. Responses that do not comply with the PQR requirements, including if the PQR has been updated/amended, will be rejected.

6.2 PROPONENT QUESTIONS

All questions regarding the PQR must be directed to the Senior Procurement Officer, in an email.

Enquiries and responses will be recorded and may, in the Province's discretion, be distributed to all Proponents.

The Proponent has the responsibility to notify the Senior Procurement Officer in an email, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in the PQR, as it is discovered, and to request any instruction, decision, or direction required to prepare the Response.

In order for the Senior Procurement Officer to deal effectively with Proponent questions or concerns about any terms, conditions or requirements of the PQR including the Contract provisions, such questions or concerns must be communicated in an email to the Senior Procurement Officer.

Verbal responses to enquiries are not binding on any party.

6.3 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent shall:

(a) Keep strictly confidential all information concerning the Province or third parties, or any of the business or activities of the Province or third parties acquired as a result of participation in the PQR; and
(b) Only use, copy or disclose such information as necessary for the purpose of submitting a Response or upon written authorization of the Province.

The Proponent shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

6.4 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP)

6.4.1 The Proponent acknowledges that:

(a) FOIP applies to all information and records relating to, or obtained, generated, created, collected or provided under, the PQR or the Contract and which are in the custody or control of the Province. FOIP allows any person a right of access to records in the Province's custody or control, subject to limited and specific exceptions as set out in FOIP;
(b) FOIP imposes an obligation on the Province, and through the PQR and Contract on the Proponent, to protect the privacy of individuals to whom information relates. The Proponent shall protect the confidentiality and privacy of any individual's Personal Information accessible to the Proponent or collected by the Proponent pursuant to the PQR or the Contract;
(c) The Proponent, if it considers portions of its Response to be confidential, shall identify those parts of its Response to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Province does not warrant that this identification will preclude disclosure under FOIP;
(d) Materials produced by the Proponent, in connection with or pursuant to the PQR or the Contract, which are the property of the Province pursuant to the PQR or the Contract, could be considered records under the control of a public body and could therefore also be subject to the FOIP before delivery to the Province. As such, the Proponent must conduct itself to a standard consistent with FOIP in relation to such Materials;
(e) For the records and information obtained or possessed by the Proponent in connection with or pursuant to the PQR or the Contract, and which are in the custody or control of the Province, the Proponent must conduct itself to a standard consistent with FOIP when providing the

services or carrying out the duties or other obligations of the Proponent under the PQR or the Contract

6.4.2 The purpose for collecting Personal Information for the PQR is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Response, and for other related program purposes of the Province. Authority for this collection is the *Government Organization Act*, as amended from time to time. The Proponent may contact the Senior Procurement Officer identified in the PQR regarding any questions about collection of information pursuant to the PQR.

6.5 CANADIAN FREE TRADE AGREEMENT AND NEW WEST PARTNERSHIP TRADE AGREEMENT

This PQR is subject to Chapter 5 (Government Procurement) of the Canadian Free Trade Agreement, and the New West Partnership Trade Agreement.

6.6 CONFLICT OF INTEREST

Proponents must fully disclose, in writing to the Senior Procurement Officer on or before the closing date of the PQR, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to the PQR. The Senior Procurement Officer shall review any submissions by Proponents under this provision and may reject any Responses where, in the opinion of the Senior Procurement Officer, the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to the PQR.

6.7 PROPONENT EXPENSES

The Proponent is responsible for all costs of preparing and presenting its Response and, if applicable, Contract finalization.

6.8 PERIOD OF COMMITMENT

Responses shall be final and binding upon signing a contract and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the Senior Procurement Officer.

6.9 MULTIPLE LOCATIONS

If Responses for multiple locations are offered, the Proponent should indicate which locations the Response is intended for. If multiple locations are listed by the Proponent, the acceptability of the Response is for all or none of the locations. If a Response is accepted, the Proponent must provide Services for all locations listed.

6.10 IRREVOCABILITY OF RESPONSES

"Proponents may only amend or rescind their Proposal before the earlier of:

(a) the Effective Date of a Contract entered into by the Proponent;
(b) prior to the end of the Response's Period of Commitment; or,
(c) the PQR Closing Date and Time.

by submitting a clear and detailed written notice to the Province in accordance with section 6.12.

6.11 PQR CLOSING

The PQR will close at 14:00:59 Alberta Time on the PQR closing date. Responses must be received by the Senior Procurement Officer before 14:01:00 Alberta Time on the PQR closing date.

6.12 RESPONSE SUBMISSIONS

Responses must be submitted electronically, via email, in Microsoft Word or Adobe Acrobat format by the PQR Closing Date and Time to the following email address: JUST.Procurement@gov.ab.ca. The email subject line should indicate that it is a Response and include the PQR number and title.

The official time and date of receipt of the Response will be determined by the email received time as recorded by the Government of Alberta's email server. Proponents should be aware that, prior to such electronic delivery, incoming emails are subject to consistency checks and antivirus scans, which process can take several minutes or longer to complete. The Province will not be responsible for failures (technical or otherwise) that may result in a Proposal not being received prior to the RFP Closing Date and Time.

If the Response cannot be opened after reasonable efforts are made by the Province, the Proposal will be rejected.

The Response should be secured against accidental modification by the Province, and should have the ability to search and print the document in its entirety.

Responses must be received before 14:01:00 Alberta Time on the PQR Closing Date, or the Response will be rejected.

Responses received after the PRQ Closing Date and Time will be deleted.

The Province will not download Responses from download links provided by the Proponent.

6.13 CONSENT TO USE OF PERSONAL INFORMATION

The Proponent consents, and has obtained the written consent from any individuals identified in the Response, to the use of their Personal Information in the Response by the Province, the Province's employees, subcontractors and agents, to enable the Province to evaluate the Response and for other program purposes of the Province. This consent must specify to whom the Personal Information can be disclosed and how the information may be used. The Proponent shall provide such consents to the Province for confirmation and review upon the Province's request.

6.14 RESPONSE PUBLIC OPENING

Responses will not be opened publicly.

6.15 RECAPITULATION OF RESPONSES

The Senior Procurement Officer reserves the right to publish the names of responding Proponents and any summary cost information deemed appropriate by the Senior Procurement Officer.

6.16 RESPONSE RETURN

Subject to section 6.10, Proposals and accompanying documentation, upon receipt by the province, will become the property of and will be retained by the province.

6.17 RESPONSE REJECTION

The Senior Procurement Officer may reject any or all Responses.

6.18 PROPONENT DEBRIEFING

The Senior Procurement Officer will, at the request of an unsuccessful Proponent who responded to the PQR, conduct a debriefing for the purpose of informing the Proponent as to why their Response was not selected.

7. CONTRACT

7.1 CONTRACT FINALIZATION

The Contract to be entered into shall be finalized with the Proponent by the Province and shall contain the terms and conditions specified in the PQR.

7.2 CONTRACTUAL WARRANTIES

Claims made in the Response shall constitute contractual warranties. Any provisions in the Response may be included in the main body of the Contract.

7.3 STANDARDS OF CARE

The Pre-Qualified Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with the standard of care practiced by leading providers of services similar to, or the same as, the Services described in the Contract.

The Province may have individual meetings with Contractors, which could include meeting with stakeholders to ensure an appropriate level of Service, care, diligence and roles/responsibilities are maintained during the Contract.

8. RESPONSE EVALUATION

8.1 EVALUATION SEQUENCE AND PROCESS

8.1.1 Evaluation Process

The Evaluation Team will evaluate Responses in the sequence identified below.

During the evaluation process, Proponents may be required to provide additional information to clarify statements made in their Responses.

Each Response shall be evaluated separately against the PQR requirements.

8.1.2 Evaluation Sequence

(a) Mandatory POR Requirements

Proponents must provide sufficient detail in their Response to substantiate compliance with the PQR mandatory requirements. In addition, Proponents must provide cross references to any parts of the Response that contain information that they wish to be considered in the evaluation of any given requirement.

(b) Interview

The Evaluation Team may conduct interviews with Proponents to assess their ability to navigate the complexities of family conflict, mediation skills and understanding of relevant theory.

(c) Role Play

Proponents, as part of the Evaluation, may also be required to engage in a family mediation role-play.

Classification: Protected A

APPENDIX A – PQR TERMINOLOGY

1.0 PQR Terminology

Throughout the PQR, terminology is used as follows:

"ADR association" means Alternative Dispute Resolution association.

"Alberta Justice" means His Majesty in right of Alberta, as represented by Minister of Justice.

"Alberta Purchasing Connection ("APC")" means the Government of Alberta's electronic tendering system.

"Alberta Time" means Mountain Standard Time or Daylight Saving Time as provided for in the Daylight Saving Time Act of Alberta.

"Business Day" means 08:15 to 16:30, Alberta Time, Monday to Friday, excluding holidays observed by the Province.

"Business Hours" means 08:15 to 16:30 Alberta Time on Business Days.

"Contract" means the written agreement, which includes the PQR and the Pre-Qualified Contractor's Response, between a Contractor and the Province to provide the Services and Materials contemplated by the PQR.

"**Contractor"** means a Pre-Qualified Contractor that has accepted a Service Request.

"Confidentiality Legislation" means any statutory or regulatory requirement to keep information confidential as amended, revised or substituted from time to time, including FOIP.

"Evaluation Team" means individuals who will evaluate the Responses on behalf of the Province.

"FOIP" means the *Freedom of Information and Protection of Privacy Act* of Alberta, as amended or substituted from time to time.

"Materials" means all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, systems, software, source code, documents, writings, programs, hardware, devices, data or any components of these, regardless of how they are represented, stored, produced, or acquired.

"must", "mandatory", "required", "shall" means a requirement that must be met in a substantially unaltered form in order for the Response to receive consideration.

"Personal information" means recorded information about an identifiable individual. Personal information may include name, address, sex, age, education, medical or employment history, an identifying number, symbol or other particular assigned to the individual, anyone else's opinion about the individual and any other information about the individual.

"Pre-Qualified Contractor" means a legal entity that has entered into a Contract pursuant to the PQR.

"Pre-Qualification Requests (PQR)" means the solicitation for the Services and Materials including attached appendices.

"**Proponent**" means an individual or organization responding to the PQR with a Response.

"Provisional Psychologist" means a person in training to become a psychologist as approved by the College of Alberta Psychologists. Provisional psychologists are required to practice under the supervision of a registered psychologist who can provide natural safeguards, guidance and support for Provisional Psychologists working to meet the requirements for registration as a psychologist.

"Resource" means any person including subcontractors and employees that may assist the Pre-Qualified Contractor in preparing, coordinating, or delivering Family Mediation Program Services. This may include Provisional Psychologists and social workers under formal supervision of the Proponent, if approved by the Province.

"Response" means the Proponent's response to the PQR and includes all the Proponent's attachments and presentation materials.

"Senior Procurement Officer" means the individual referenced on the cover page of this PQR.

"Service Request" means a request from the Province, whether in writing or by telephone, to provide services in accordance with the Contract.

"Services" means the functions, duties, tasks and responsibilities to be provided by the Pre-Qualified Contractor as described in the Contract.

"should", "desirable" means a requirement having a significant degree of importance to the objectives of the PQR.

References to "Province", "Department", "Deputy Minister", "Government of Alberta", "The Province", "Minister", and "Province" mean "The Province the Queen in right of Alberta" and are only used for administrative purposes.

Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.

Words in the singular include the plural and vice versa.

APPENDIX B – RESPONSE SUBMISSION FORM

(Proponent Letterhead)

(Date , 20xx)

Stephen Kowalishin
Senior Procurement Officer
Alberta Justice Procurement Services
Bowker Building
9833 – 109 Street
Edmonton, AB T5K 2E8

RE: Pre-Qualification Request: 23-CJS-FMPS-01

Enclosed is our Response submitted in response to this Pre-Qualification Request for the following location(s) selected from Appendix F– Roster Services Area:

_____
_____
_____

_____
(Print Legal Name)

_____

(Title)

_____

(Proponent Address)

_____

(Telephone)

_____

(Email)

ATTACHMENT #1 MANDATORY REQUIREMENTS - PROPONENT

Mandatory Professional Requirements

The Proponent must meet or exceed the following minimum requirements:

MANDATORY REQUIREMENT(S)		MINIMUM REQUIREMENT
1.	Agree to submit or has submitted criminal record check results in accordance with section 3.2.1 of the PQR for anyone who will be directly providing the Services under the Contract.	Acknowledgement Statement
2.	Education - Undergraduate degree	Undergraduate degree in psychology, social work, education, law or equivalent. OR related diploma and 3 years related experience. OR related certificate and 4 years related experience.
3.	Registration with an appropriate related professional regulatory organization and/or membership and designation with an acceptable Alternative Dispute Resolution (ADR) association;	Proof of registration
4.	Family and divorce mediation training.	Forty (40) hours
5.	Three (3) completed family mediation reports. An unpaid mentorship period of three completed family mediations with an Alberta Justice's Mediator may be considered, as an alternative to the three completed mediation reports.	Reference to or copies of the mediation reports.

ATTACHMENT #2 MANDATORY REQUIREMENTS PROVISIONS - PROPOSED RESOURCES

If Proponents propose a resource, they are responsible for proposing a Resource or a team of Resources to assist in performing the Services described in this PQR. Proponents must provide the following for all proposed resources:

Mandatory Requirement(s)		Minimum Requirement	Name of Proposed Resource	Acknowledgement Statement
1.	Agree to obtain criminal record check results in accordance with PQR Section 3.2.1	Acknowledgement Statement		

For each proposed resource, the Proposal should include the following information:

- A résumé detailing the proposed resource's education, work experience, including duration (month/year); and
- At least three business-related references.

ATTACHMENT #3 TRAINING FORM

This form or a similar form containing the same information should be included in the Response to demonstrate the 40 hours of required training family and divorce mediation training.

General Education

Post-Secondary Education

Name of University or College	Date of Graduation	Degree(s) Obtained

Mediation Training

Particulars regarding the training that undertaken with regard to non-evaluative conflict resolution. Training includes courses taken, taught or coached from a recognized institution.

Name of Course	Date Completed	Duration of Course (# of hours)	Organization/Name of Instructor	Model of Mediation Taught

Mediation Training

Name of Course	Date Undertaken	Duration of Course (# of hours)	Organization/Name of Instructor	Model of Mediation Taught

References Provide the name of three references who can attest to mediation skills.		
Name	**Context of how you know the person**	**Telephone Number**

ATTACHMENT #4 SPECIAL SKILLS, ABILITIES, KNOWLEDGE, EXPEREINCE

This form or a similar form containing the same information should be included in the Response to provide details on any special skill, ability, knowledge or experience that can be provided by the Mediator if/when such a request is made. The Province may request back up information to support the claim of skill, ability or experience. Check mark each skill, ability, knowledge, or experience the Proponent is willing to provide within the indicated service area(s). The inclusion of this attachment is not required to become a Mediator.

Skills/Abilities/knowledge/Experience with	**Check box applicable items, provide more detail if required**
- fluent in language(s) besides English (list all)	☐
- deliver mediation services by phone	☐
- deliver mediation services by video conference	☐
- Act as a mentor for new mediators	☐
- working with multi-party disputes	☐
- high-conflict individuals	☐
- issues of domestic violence	☐
- Completed training on use of Alberta Justice's Domestic Violence Screening Tool (Y/N)	☐
- sign-language	☐
- culturally-sensitive to aboriginal participants	☐
- special needs/disabilities	☐
- tax law	☐
- child development	☐
- Section 7 expenses	☐
- Other (specify)	☐

APPENDIX C – SERVICES

Upon acceptance of a Service Request, the Pre-Qualified Contractor shall:

1. Complete the Safety Screening Tool when requested by the Province, for each mediation participant;

2. Ensure that the provided Consent to Mediate form is executed by all participants prior to conducting the mediation;

3. Report to the appropriate authorities and Provincial Representative for the Family Mediation Program any perceived threat to the personal safety of any individual which the Pre-Qualified Contractor becomes aware of through the course of the mediation or related discussions;

4. Complete a Case Summary form;

5. Complete a report using the provided Mediation Report template. In the event that no final agreement is reached, the Pre-Qualified Contractor shall inform the Family Mediation Program in writing and a completed Mediation Report will not be required;

6. Request that each mediation participant complete the Mediation Evaluation either online or hard copy;

7. If the Services end without a mediated agreement, provide documentation as requested by the Family Mediation Program reflecting the stage at which the process terminated; and

8. Upon completion of a Service Request, the Pre-Qualified Contractor shall forward the outcome report, the completed Consent to Mediate form, the final Mediation Summary and invoice to the Provincial Representative, Resolution Services Family Mediation Program, within thirty (30) Business Days of the last appointment.

Additional Training Required/Offered

1. Upon listing on the Family Mediation roster, the Pre-Qualified Contractor shall attend a free Safety Screening Tool information session (attendance by phone, video or in-person may be offered). The Pre-Qualified Contractor shall not be paid to attend such sessions.

APPENDIX D - FEES FOR FAMILY MEDIATION SERVICES, AUTHORIZED TRAVEL, LIABILITY INSURANCE AND POLICY ON FAMILY MEDIATION SERVICES PAYMENT

1. COMPENSATION

.1 The Province will pay the Pre-Qualified Contractor one hundred Canadian dollars ($100.00) per hour, up to a maximum of eleven (11) hours per Service Request.

.2 The Province may increase or decrease the maximum number of hours, upon ten (10) days written notice to the Pre-Qualified Contractor.

.3 Based on a written request from the Pre-Qualified Contractor, describing the mediation agenda and specific reasons why more time may be required for parties to reach resolution; the maximum eleven (11) hour limit for a Service Request, may be increased by a maximum of four (4) hours, with written approval from the Mediation Coordinator making the referral.

2. MISSED APPOINTMENTS

.1 Should participants fail to appear for one or more appointments during a mediation, the Province will pay the Pre-Qualified Contractor a maximum of one hour per missed appointment, to a maximum of two missed appointments. This amount will form part of the maximum number of hours set out in section 1 above.

.2 In the event that a participant fails to appear for one or more appointments during a mediation, the Pre-Qualified Contractor, in consultation with the Family Mediation Program, may choose to terminate the mediation.

3. REPORT WRITING

.1 The Pre-Qualified Contractor may claim time required to complete the Safety Screening Tool, for preparation of the Mediation Report and for all other reports, administration and coordination required to complete the Service Request. This amount will form part of the maximum number of hours set out above.

4. TELEPHONE CALLS/ CONSULTATION

.1 The Pre-Qualified Contractor must receive written pre-approval from the Family Mediation Program to submit invoicing for telephone or case conference/consultation expenses.

.2 Requests for payment for costs of telephone calls or for case conference/consultation time must be submitted in writing to the Family Mediation Program and be pre-approved.

5. OUT OF TOWN TRAVEL AND EXPENSES

.1 Upon prior written approval from the Provincial Representative, Family Mediation Program, the Pre-Qualified Contractor may claim the following expenses actually incurred:

(a) Use of a private vehicle at a rate defined in section 8(14) of the Province's

Travel, Meal and Hospitality Expense Policy
(https://open.alberta.ca/publications/travel-meal-and-hospitality-expenses-policy-expenses-policy)

(b) Meals in the amount shown on the bill, excluding alcoholic beverages, plus a gratuity of up to 20 percent; and

(c) Accommodation in the amount shown on the bill if Service delivery requires overnight stay.

.2 Invoices for out-of-town travel expenses must be received by the Province within 30 Business Days of completion of each Service Request and specify:

(a) Total amount billed; and

(b) Dates, times, and location where Services were provided.

6. BILLING PROCEDURES

.1 The Pre-Qualified Contractor shall keep a record of every Family Mediation assigned, attempted or completed and provide such records, as required, for inspection by the Province or the Auditor General of Alberta and their personnel. Except as stated above or as required by *FOIP*, the Pre-Qualified Contractor shall keep such records confidential and not provide them to third parties including next of kin. Such records shall contain the following information:

i. the date of each Mediation session;
ii. the names of Mediation participants;
iii. record of time spent providing services; and
iv. and any pre-approved travel costs and expenses.

.2 Upon completion of a Service Request, the Pre-Qualified Contractor will forward:

i. the outcome report;
ii. the final Mediation Summary; and,
iii. invoice

to the Provincial Representative, Family Mediation Program, within thirty (30) Business Days of the last appointment.

.3 The invoice must be signed by the Pre-Qualified Contractor and include:

i. names of the participants;
ii. specific services provided;
iii. dates of service; hours of service; and,
iv. total invoice amount.

Where expenses are claimed for out-of-town travel, in accordance with section 9 of this Schedule, the invoice must also specify the location where Services were provided.

7. PAYMENT

.1 Upon completion of the Services, to the satisfaction of the Province, and upon receipt of the documents set out above, the Province will issue payment to the Pre-Qualified Contractor within thirty (30) Business Days of receipt of the final invoice.

.2 The Pre-Qualified Contractor shall receive payment of the amount specified in the approved invoice and in accordance with the Schedule B - Fees.

.3 The Pre-Qualified Contractor shall not charge the participant(s), any other person or organization directly or indirectly for providing Family Mediation Program Services.

8. CANCELLATION

.1 In the event that Services pursuant to a Service Request are cancelled prior to completion, either by the participants or by the Pre-Qualified Contractor, the Pre-Qualified Contractor will be paid for Services provided up to and including the date on which Services were cancelled.

APPENDIX E - CONTRACT

FOR INFORMATION ONLY

To be completed by the Province and issued to each successful Proponent for signing.

CONTRACT NUMBER: _____

THIS CONTRACT MADE EFFECTIVE THE _____DAY OF_____, 20_____.

STANDING OFFER CONTRACT
*Family Mediation Services*BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA,
as represented by the Minister of Justice (the "**Province**")

- and -

NAME OF PRE-QUALIFIED CONTRACTOR
(the "**Pre-Qualified Contractor**")

BACKGROUND

The Province requires Family Mediation Services for eligible families, from time-to-time on an as needed basis and has issued a Pre-Qualification Request, dated_____, 20xx ("PQR"), which is part of this Contract.

The Pre-Qualified Contractor has presented a Response for_____, dated_____, 20xx_ ("Response"), which is part of this Contract.

The Province and the Pre-Qualified Contractor agree as follows:

DEFINITIONS

1. In this Contract:

   (a) "Business Day" means 8:15 am to 4:30 pm in Alberta, Monday through Friday, excluding holidays that are observed by the Province;

   (b) "Contract" means this document and includes all schedules attached to it; the PQR and the Response;

   (c) "Effective Date" means the date first above written;

   (d) "*FOIP Act*" means the *Freedom of Information and Protection of Privacy Act* of Alberta as amended from time to time

(e) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Pre-Qualified Contractor in the course of performing the Services;

(f) "Personal Information" means recorded information about an identifiable individual. Personal information may include name, address, sex, age, education, medical or employment history, an identifying number, symbol or other particular assigned to the individual, anyone else's opinion about the individual and any other information about the individual;

(g) "Service Request" means a request, whether in writing or by telephone, to provide the Services in accordance with the Contract;

(h) "Services" means the work, duties, functions and deliverables described in Schedule A; and

(i) "Term" means the contract period specified in Section 2.

TERM OF CONTRACT

2. This Contract is effective from the Effective Date until March 31, 2027 unless terminated.

The Province may extend each Contract for up to thirty-six (36) additional months, on the same terms and conditions including pricing.

PERFORMANCE OF SERVICES

3. (a) Upon receipt of a Service Request, the Pre-Qualified Contractor will indicate to the Province whether it accepts or declines the request;

(b) In the event the Pre-Qualified Contractor accepts the Service Request, the performance of the Services shall commence following verbal or written acceptance by the Pre-Qualified Contractor of the Service Request;

(c) In the event that the Pre-Qualified Contractor is unable to provide the Services, set out in the Service Request, the Pre-Qualified Contractor will advise the Province in writing within 2 Business Days of receipt of the request and the Province will cancel the Service Request;

(d) The Pre-Qualified Contractor shall for each accepted Service Request, perform the Services as set out in Schedule A to the satisfaction of the Province; and

(e) The Pre-Qualified Contractor agrees to follow any directions from the Province regarding the performance of Services.

PAYMENT

4. (a) The Province agrees to pay the Pre-Qualified Contractor for performance of the Services at the rates set out in Schedule B, which includes all expenses incurred by the Pre-qualified Contractor under each Service Request Form as set out in Schedule C. The Pre-Qualified Contractor will be paid:

i. upon submitting an invoice within 30 Business Days of completion of providing

the Services specified in the Service Request and submit supporting documentation describing the Services for which payment is claimed, and

ii. within 30 Business Days of receipt of an invoice provided the requirements of Section 4(a)(i) have been met.

(b) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* of Canada as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

(c) The Province may deduct from all payments to the Pre-qualified Contractor such amounts as are required by the *Income Tax Act* (Canada) as amended, revised or substituted from time to time.

(d) The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract or to the satisfaction of the Province, in which case the Pre-Qualified Contractor shall re-execute the Services or Materials at the Pre-Qualified Contractor's expense in accordance with this Contract.

RECORDS

5. The Pre-Qualified Contractor shall:

(a) Keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and,

(b) Keep the documents referred to in Section 6(a) for three years following the completion or termination of this Contract.

NON-ASSIGNABILITY AND SUBCONTRACTING

6. (a) The Pre-Qualified Contractor shall not:

i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or,
ii. subcontract or otherwise assign the Services

without the prior written consent of the Province, which shall not be unreasonably withheld.

(b) When the Pre-Qualified Contractor retains any subcontractor(s) in connection with performance of the Services, the Pre-Qualified Contractor shall:

(i) be responsible for remunerating the subcontractor(s);
(ii) be responsible for the performance and activities of the subcontractor(s); and
(iii) contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Pre-Qualified Contractor to fulfill its obligations under this Contract.

RESOURCE REPLACEMENT

8. (a) The Pre-Qualified Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.

(b) The Pre-Qualified Contractor shall:

i. remove any employee, subcontractor or agent of the Pre-Qualified Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
ii. only replace such removed employee, subcontractor or agent of the Pre-qualified Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE WITH LEGISLATION

9. The Pre-Qualified Contractor will:

(a) Comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Pre-Qualified Contractor in performing the Services; and,

(b) When the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Pre-Qualified Contractor is registered and in good standing with the Workers' Compensation Board.

MATERIAL OWNERSHIP

10. (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province;

(b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Pre-Qualified Contractor or a third party prior to the Effective Date remain the property of each party respectively; and,

(c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Pre-Qualified Contractor prior to the Effective Date ("Pre-Qualified Contractor Materials") is reproduced or incorporated in the Materials, the Pre-Qualified Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Pre-Qualified Contractor Materials, for any purpose.

(d) The Pre-Qualified Contractor agrees to:

i. irrevocably waive in whole all moral rights; and,

ii. shall ensure that its employees, subcontractors and agents irrevocably waives in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Pre-Qualified Contractor shall deliver to the Province copies of the waivers obtained from its Resource engaged in providing the Services.

(e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Pre-Qualified Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.

(f) The Pre-Qualified Contractor shall cooperate with the Province in protecting the ownership or intellectual property rights of the Province in respect of the Materials.

NON-DISCLOSURE OF INFORMATION

11. (a) Except as provided in Sections 11 and 12, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Pre-Qualified Contractor in the performance of the Services (the "Province's Information"), shall not be directly or indirectly disclosed by the Pre-Qualified Contractor whether through oral, written, electronic, photographic or any other means without the prior written consent of the Province. The Pre-Qualified Contractor may disclose the Province's Information to employees, subcontractors or agents of the Pre-Qualified Contractor who have a need to know for the purpose of performing the Services, provided the Pre-Qualified Contractor has a confidentiality agreement with the agent or subcontractor containing confidentiality provisions substantially similar to this Contract.

(b) Subject to Section 12(b), the Pre-Qualified Contractor's obligations in Section 11(a) do not apply to information or documents which:

i. are or become publicly available through no act or omission of the Pre-Qualified Contractor;
ii. are independently developed without benefit of the Province's Information; or,
iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality;

(c) The Pre-Qualified Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure,loss, destruction or alteration of the Province's Information. The Pre-Qualified Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation;

(d) The Pre-Qualified Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province;

(e) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure; and,

(f) No press release, public announcement or public commentary in any form relating to this Contract shall be made by the Pre-Qualified Contractor without the prior written approval of the Province.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

12. (a) The Pre-Qualified Contractor acknowledges this Contract, including without limitation the name of the Pre-Qualified Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Pre-Qualified Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected, used or disclosed in the performance of Services, and the Pre-Qualified Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information;

(b) The Pre-Qualified Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province;

(c) Upon request, the Pre-Qualified Contractor shall, at the Pre-Qualified Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Pre-Qualified Contractor. Should the Pre-Qualified Contractor receive an access request under the *FOIP Act*, the Pre-Qualified Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling;

(d) In providing the Services the Pre-Qualified Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Pre-Qualified Contractor must correct, within five Business Days of the request, Personal Information that the Pre-Qualified Contractor may have either collected or compiled about an individual pursuant to this Contract;

(e) The Pre-Qualified Contractor shall:

i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and,
iii. provide the Province with any information regarding the Pre-Qualified Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*;

(f) The Pre-Qualified Contractor shall store only in Canada all records of Personal Information which are disclosed to the Pre-Qualified Contractor under this Contract, including records that are collected, used or stored on behalf of the Province; and,

(g) The Pre-Qualified Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

INDEMNITY AND LIABILITY

13. (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

i. that party's breach of this Contract; or,
ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract;

(b) The Pre-Qualified Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Pre-Qualified Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Pre-Qualified Contractor, or those for whom it is legally responsible.

INSURANCE

14. (a) The Pre-Qualified Contractor shall, without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than $2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof;

(b) The Pre-Qualified Contractor shall maintain Errors and Omissions insurance in an amount not less than $1 million per claim insuring his liability resulting from errors and omissions in the performance of their professional services under this Agreement. Such insurance is required to remain in place for a period of 12 months following the completion or termination of this Contract.

(c) The Pre-Qualified Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province;

(d) The Pre-Qualified Contractor shall ensure that all its Resources obtain and maintain general liability insurance sufficient to meet the requirements in Section 14(a); and

(e) When requested by the Province, the Pre-Qualified Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

CRIMINAL RECORD CHECK

15. (a) Prior to performing any of the Services provide an approved Criminal Record Check, the Pre-Qualified Contractor will, at its own expense, provide the Province with a current criminal records check for the Pre-Qualified Contractor and for any authorized Resource who will be providing the Services.

(b) If any person identified in Section 15(a) has, in the opinion of the Province, an unacceptable criminal record they shall not provide the Services or any of the day-to-day activities surrounding the Services.

(c) If the Pre-Qualified Contractor proposes a new Resource to perform the Service or any day-to-day activities surrounding the Services, the Pre-Qualified Contractor shall provide the Province with a criminal record check for that proposed person before they perform any Services or any day-to-day activities surrounding the Services.

(d) The Pre-Qualified Contractor shall immediately provide notice to the Province if they or any Resource performing the Services or involved in the day-to-day activities surrounding the Services, is charged or convicted with any offence under the Criminal Code of Canada and/or the Controlled Drugs and Substances Act of Canada or similar legislation.

RELATIONSHIP OF PARTIES

16. The relationship of the Pre-Qualified Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Pre- Qualified Contractor and the Province.

NOTICES

17. (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or emailed as follows:

The Province:	Dispute Resolution Services Alberta Justice
Address:	8 Floor John E Brownlee Building 10365 – 97 Street Edmonton, AB T5J 3W7
Attention:	Manager of Dispute Resolution
The Pre-Qualified Contractor:	_____
Address:	_____
	_____
	_____
Attention:	_____
Email:	_____

The parties respectively designate for the time being, the individuals identified in this Section as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice;

(b) Either party may change its information in Section 17(a) by giving notice to the other in the manner described in Section 17(a); and any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email is on a Business Day, or if not on a Business Day, on the following Business Day.

TERMINATION

18. (a) The Province may at any time immediately terminate this Contract and any Service Request, without cause, upon written notice to the Pre-Qualified Contractor;

(b) Termination or expiry of this Contract terminates the ability of the parties to enter into subsequent Service Requests.

(c) If this Contract and/or a Service Request is terminated:

i. all Materials made, prepared, developed, generated, produced or acquired by the Pre-Qualified Contractor, or its Resource under this Contract and/or the applicable Service Request are the property of the Province; and,
ii. the Province will only pay the Pre-Qualified Contractor for the Services completed in accordance with this Contract and/or the applicable Service Request up to the effective date of termination.

SAFE, SECURE AND RESPECTFUL WORKPLACE

19.

(a) The Pre-Qualified Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

(b) The Pre-Qualified Contractor, its employees, subcontractors and agents shall comply with the requirements and provisions of the Province's *Respectful Workplace Policy*. Copies of the Province's *Respectful Workplace Policy*, as amended from time to time, are available from the Province's representative as designated in clause 20(a).

PARTIES' REPRESENTATIVES

20. (a) The Province designates the Manager, Dispute Resolution Services, as the Province's representative for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to this Contract, other than giving notice pursuant to Section 17(a);

(b) The Pre-Qualified Contractor designates_____as the Pre-Qualified Contractor's representative for communications and ongoing contact between the Province and the Pre-Qualified Contractor in matters relating to this Contract, other than giving notice pursuant to Section 17(a); and,

(c) Either party may change its designated representative above by sending written notice to the other party of such change.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

21. (a) The Pre-Qualified Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Pre-Qualified Contractor or its Resource(s) in relation to the Services, and all Services shall be performed in;

i. the Pre-Qualified Contractor and its employees, subcontractors and agents shall not

influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;

ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;

iii. except for payment as set out in this Contract, the Pre-Qualified Contractor and its employees subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;

iv. the Pre-Qualified Contractor and its employees, subcontractors and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;

v. the Pre-Qualified Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Pre-Qualified Contractor in its business practices or in relation to its employees, subcontractors or agents; and

vi. the Pre-Qualified Contractor shall comply with, and ensure that, its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.

vii. the Pre-Qualified Contractor or their Resource shall not perform any Services for, but not limited to, an immediate family member, a past or present intimate partner or spouse, a past or present business associate where the Pre-Qualified Contractor or their Resource, will be in a conflict of interest.

(b) In the event the Pre-Qualified Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Pre-Qualified Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Pre-Qualified Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Pre-Qualified Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

(c) The Pre-Qualified Contractor will notify the Province immediately in the event of any of the following occurrences:

i. professional disciplinary actions are commenced against the Pre-Qualified Contractor or any of its Resources by their professional regulatory organization or Alternative Dispute Resolution (ADR) association;

ii. the Pre-Qualified Contractor's or any of its Resources' regulatory organization registration is cancelled, suspended, expires without renewal, or is otherwise terminated for any reason;

iii. criminal charges are brought against the Pre-Qualified Contractor or any of its Resources; or

iv. the Pre-Qualified Contractor or any of its Resources become an employee of the Government of Alberta.

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those sections which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

    (a) Section 6: Records;
    (b) Section 10: Material Ownership;
    (c) Section 11: Non-Disclosure of Information;
    (d) Section 12: Freedom of Information and Protection of Privacy; and,
    (e) Section 13: Indemnity and Liability.

GENERAL

23. In the case of conflicts or discrepancies among this document including its Schedules, PQR and the Response, the documents shall take precedence and govern in the following order:

    (a) The body of this document;
    (b) The Schedules to this document;
    (c) The PQR; and
    (d) The Response.

24. Time is of the essence of this Contract.

25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exists between the parties.

26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.

28. The Parties may amend this Contract only by mutual written agreement signed by the parties.

29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.

30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.

31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.

32. In this Contract words in the singular include the plural and words in the plural include the singular.

33. This Contract and any Confirmation Form may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mail in PDF format, shall constitute good delivery.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Justice.	<Pre-Qualified Contractor>
Per:	Per:
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

Schedule A - Services

[To be completed upon contract award – copied from Appendix C]

Schedule B - Fees

[To be completed upon contract award – copied from Appendix D]

Schedule C- SERVICE REQUEST FORM

DATE:

Mediation Coordinator
Name, Address

«Greeting Line»

RE: Name of Participants (CFI#00000)

The above named parties have been referred to Mediation. You are requested to engage in closed mediation with the parties respecting parenting issues.

Retention of your services as a mediator is at the established rate of $100.00 per hour to a maximum of eleven (11) hours per Service Request. As part of this total amount, you may claim time required to complete the Safety Screening Tool, for preparation of the Mediation Summary and for all other reports, administration and coordination required to complete the Service Request. This amount will form part of the maximum number of hours set out above.

1. Summary **(unless mediation was not commenced);**
2. **The Parties' Consent to Mediate form;**
3. **The Mediator Follow Up Report;**
4. **The Services Invoice; and**
5. **Copy of Safety Screen completed by mediator.**

Please confirm your agreement to accept this file for mediation by email, phone, or letter. **Please also sign a copy of this letter and return it to our office upon completion of the file.**

PLEASE NOTE: This is to certify that goods and/or services are hereby being purchased by Alberta Justice which is part of the Alberta Crown and therefore not subject to the goods and services tax (G.S.T.).

Yours truly,

Staff Member Name.
Mediation Coordinator
Dispute Resolution
Services

AGREEMENT TO MEDIATE:

Mediator' s Signature : _____

Date: _____

APPENDIX F – ROSTER SERVICE AREAS

[See separate Appendix F for details as it will be updated from time to time]