Alberta Justice
Procurement Services
JUST.Procurement@gov.ab.ca

PRE-QUALIFICATION REQUEST ("PQR") NUMBER 25-CJS-BCI

STANDING OFFER FOR BRIEF CONFLICT INTERVENTION SERVICES

FOR

COURT AND JUSTICE SERVICES

PQR Issue Date:	**June 05, 2024**
PQR Closing Date and Time:	**March 30, 2029 no later than 14:00:59 Alberta Time**
Senior Procurement Officer:	**Elaine Too**
Email:	**JUST.Procurement@gov.ab.ca**

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1. INTRODUCTION

1.1 PREAMBLE

Proponents are invited to submit Proposals for the provision of Services and Materials as set out in this PQR.

This PQR 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.

1.2 PQR DEFINITIONS

Terminology used throughout this PQR is defined as follows and in the Contract (Appendix A):

"**Alberta Purchasing Connection**" or "**APC**" means the Government of Alberta's electronic tendering system.

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

"**Brief Conflict Intervention**" or "**BCI**" means the program services offered by the Province, at no cost, to eligible parties who are parenting apart and unable to resolve their parenting disputes.

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

"**Contract**" means the written agreement, which includes the PQR and Contractor's Proposal, between a Contractor and the Province to provide the Services and Materials contemplated by this PQR.

"**Contractor**" means a Pre-Qualified Contractor on the Standing Offer List that has accepted a Service Request.

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

"**Facilities**" means adequate office space and equipment including desk and chair, personal computer, telephone and office supplies and access to printer and facsimile, as are determined to be necessary by the Province for the performance of the Services by the Contractor.

"Fixed Rate" means a definite and predetermined price charged for the performance of the Services by the successful Proponent.

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

"**Materials**" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by a Contractor or its employees, subcontractors or agents in the course of performing the Services;

"**must**" or "**mandatory**" or "**shall**" means that the requirement so described must be met in a substantially unaltered form in order for the Proposal to be compliant.

"**Personal Information**" means "**personal information**" as defined in the *Freedom of Information and Protection of Privacy Act* (Alberta) *(FOIP)*.

"**PQR Closing Date and Time**" means the date and time as stated on the cover page of this PQR.

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"**Pre-Qualification Request**" or "**PQR**" means this solicitation for the Services and Materials including attached appendices.

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

"**Project**" means the project outlined in section 2 of this PQR.

"**Proponent**" means an individual or business entity responding to this PQR with a Proposal.

"**Proponent Team**" means a consortium or other arrangement among two or more individuals, business entities, or organizations.

"**Proposal**" means the Proponent's response to this PQR, and includes all the Proponent's attachments and presentation materials.

"**Province**" means His Majesty in Right of Alberta as represented by the Minister of Justice.

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

"**Service Area**" means the area the Proponent has identified where the Services will be provided.

"**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 work, duties, functions and deliverables to be provided by the Contractor as specified in Appendix B to this PQR.

"**should**" or "**desirable**" means that a provision so described has a significant degree of importance to the Province and will be evaluated.

"Standing Offer List" means the pool of Pre-Qualified Contractors who have executed a Contract with the Province.

1.3 INTERPRETATION

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

b) Words in the singular include the plural and vice versa.

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2. PROJECT INFORMATION

2.1 PROJECT OVERVIEW

a) Project Background

Alberta Justice 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 Brief Conflict Intervention (BCI) program is available provincially and offers parenting conflict intervention services for lower-income families that are delivered by specialized clinicians or parenting experts (the Contractors). BCI focuses on educating and supporting parents to resolve complex parenting disputes while considering the best interests of children. Parents may be directed to the BCI program by the Alberta Courts or by a family law professional, and services may include:

- Informing and educating parents about the impacts of parental conflict on children and on child development;
- Helping parents to understand the needs of their children when co-parenting;
- Identifying what is causing parental conflict and helping parents to focus on solutions that are in the best interests of their children;
- Facilitating parenting agreements; and
- Completing a Voice of the Child Report for eligible families when directed by the Alberta Courts.

Services support the out-of-court resolution of parenting disputes and help parents to co-parent while considering the needs of their children.

b) Project Objectives

This PQR is to establish a Standing Offer List of Pre-Qualified Contractors to provide BCI Services to eligible families who are parenting apart. Proponents meeting or exceeding the requirements of this PQR will be offered a Contract. Contractors will, on an as required basis, deliver BCI Services as described in Appendix B - Services.

Service Requests will be made by the Province on a rotational basis as set out in section 6.4 of this PQR. The Province makes no guarantee of the number or frequency of Service Requests for BCI Services.

The eligible fees and maximum pricing for the Services are listed in Appendix D - Fees.

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3 SERVICES, MANDATORY REQUIREMENTS, AND DESIRABLE PROVISIONS

3.1 SERVICES

The Province requires the Services as set out in Appendix B to this PQR. The anticipated duration of Services is from June 24, 2024 to June 30, 2029. The Province, in its discretion, will confirm actual start and end dates for the Services upon finalizing the Contract.

The Province will evaluate all Proposals received prior to the Closing Date and Time noted on the cover page of this PQR. Proposals will be evaluated upon receipt, in accordance with section 6 of this PQR, and an unlimited number of Proponents may be pre-qualified to perform the Services. Service Request will be made in accordance with section 6.4 of this PQR.

The Province may extend the Contract, under the same terms and conditions, for an additional term of up to 36 months to perform the Services.

3.2 REPORTING

The Contractor shall submit to the Province a written report and the closure documents listed in Appendix B - Services, following completion or cancelation of each Service Request

3.3 MANDATORY REQUIREMENTS - CORPORATE

The Proponent must demonstrate that it meets the mandatory requirements as set out in Attachment # 1 to Appendix C to this PQR. Proposals that fail to meet these mandatory requirements will be rejected.

3.4 DESIRABLE PROVISIONS - CORPORATE

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3.5 FACILITIES

The Contractor shall be responsible for providing all Facilities.

4. PRICING

4.1 FORM OF PRICING

The Province will pay the Fixed Rate as set out in Appendix D – Fees.

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5. PROPOSAL

5.1 HOW TO ORGANIZE THE PROPOSAL

If a Proponent proposes to perform the Services in multiple Service Areas, the Proponent must identify all Service Areas within their Proposal – only one (1) Proposal document has to be submitted. To assist evaluation by the Evaluation Team, the Proposal should be organized in the following format using the section titles and sequence:

a) Table of Contents;
b) Completed Proposal Submission Form, clearly indicating all Services Areas proposed to provide the Services (Appendix C);
c) PQR Requirements, as set out in Appendix C (Attachment 1) to Appendix D to this PQR;
d) Proponent Profile; and
e) Appendices, if any.

5.2 WHAT TO PUT IN THE PROPOSAL

It is mandatory that Proposals include responses to requirements described with a "must", "mandatory" or "shall" in this PQR. Failure to provide a response to requirements described with a "must" "mandatory" or "shall" will result in rejection of the Proposal. It is highly desirable that Proposals also respond to "should" provisions. Proponents should ensure that all supporting information is included so that the Province can evaluate the Proponent's ability and suitability to perform the Services.

Proposals will be screened to determine if the mandatory requirements have been met. Only Proposals meeting the mandatory requirements will be evaluated. In addition, a Proponent should provide cross references to any parts of the Proposal that contain information that the Proponent wishes to be considered in the evaluation of any given requirement or provision.

Proponents may apply to one or multiple Service Areas. Where Proponents propose to perform the Services in multiple Service Areas, the Proponent must identify all Service Areas within their Proposal. In order to be considered for a Contract in any given Service Area, Proponents must demonstrate that they meet the mandatory requirements indicated in Attachment #1 to Appendix C. Failure to meet the mandatory requirements in any given Service Area will result in the rejection of the Proposal. Proponents will only be considered for a Contract for the Service Area(s) where they have demonstrated they meet the mandatory requirements.

5.2.1 Response to PQR Requirements

a) **Proposal Submission Form**

Submission of the Proposal shall be deemed agreement by the Proponent that if awarded the Contract, the Proponent will perform the Services in accordance with

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the Contract. The Proposal should include a cover letter in the form of a completed Proposal Submission Form found in Appendix C.

b) **Mandatory Requirements - Corporate**

Proposals must provide a response to the mandatory requirements set out in the Mandatory Requirements - Corporate, Attachment # 1 to Appendix C.

5.2.2 Proponent Profile

a) The Proposal must include the following:

- The legal name of the Proponent.

b) The Proposals should include:

- A brief corporate background, especially pertaining to experience on similar projects (including project references);
- The location of the Proponent's head office and, if applicable, service centres; and
- A Proponent contact for all questions and clarifications arising from the Proposal. Include the person's title, address including email, telephone and facsimile number.

5.2.3 Service Delivery Approach

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5.2.4 Appendices

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

5.2.5 Contract Provisions

Proponents, by submitting a Proposal, are deemed to have accepted each of the provisions of the Contract in Appendix A 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 Proponent.

6. EVALUATION

6.1 EVALUATION PROCESS

The Evaluation Team will evaluate Proposals upon receipt to determine if the Proponent met the mandatory requirements of this PQR. A Proponent must provide sufficient detail

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in its Proposal to demonstrate that it has met this PQR's mandatory requirements. Proposals that fail to meet these mandatory requirements will be rejected. During the evaluation process, Proponents may be asked to provide additional information to clarify statements made in their Proposal.

The Evaluation Team will conduct interviews with Proponents to assess their level of experience, ability to navigate the complexities of family conflict, and understanding of relevant practice and theory.

Proponents that meet the mandatory requirements of this PQR will be required to provide a vulnerable sector search and criminal records check, and a certificate of insurance. Reference checks will also be conducted by the Province. Proponents will be awarded a Contract for the Service Area(s) identified in their Proposal and added to the Standing Offer List in the order that signed Contracts are received, once the Province reviewed and deemed all documents and references received satisfactory.

6.2 SCORING

Proposals will not be scored but rather evaluated to determine if the Proponent met the mandatory requirements of this PQR. Subject to the requirements of FOIP, the evaluations shall be confidential, and not released to any party.

6.3 PRE-QUALIFIED CONTRACTOR SELECTION

This PQR is to develop a Standing Offer List of Pre-Qualified Contractors to perform the Services. Pre-Qualified Contractors are not guaranteed any volume of work in relation to this PQR, and work will be allocated based on demand and availability of Pre-Qualified Contractors within a Service Area.

6.4 ASSIGNMENT OF BRIEF CONFLICT INTERVENTION SERVICES

Service Requests for the completion of Brief Conflict Intervention shall be made on an as needed basis. The Province will contact a Pre-Qualified Contractor by either phone or email to make a Service Request.

When there is more than one Pre-Qualified Contractor for a Service Area, Service Requests will be made to Pre-Qualified Contractors on a rotational basis set out as follows:

1. Pre-Qualified Contractors will be placed on the Standing Offer List for the respective Service Area in which they are pre-qualified in the order in which signed Contracts are received and fully executed.

2. Service Request shall be issued to Pre-Qualified Contractors on a rotational basis, starting at the top of the Standing Offer List. If or when the last Pre-Qualified Contractor on the Standing Offer List is offered a Service Request, the next Service Request, where applicable, will be sent to the first Pre-Qualified Contractor on the Standing Offer List, and the rotation will repeat itself.

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3. In the event a Pre-Qualified Contractor declines, is not available to accept, or does not respond to a Service Request within two (2) Business Days, the Province will withdraw the Service Request and submit it to the next Pre-Qualified Contractor on the Standing Offer List. The Pre-Qualified Contractor who declined, was not available to accept, or did not respond to the Service Request will not be offered another Service Request until the Standing Offer List rotation comes back around.

4. Upon acceptance of a Service Request by a Pre-Qualified Contractor, the Province will issue a Service Request Form (Schedule C of the Contract) for signature by both parties.

5. If there are no Pre-Qualified Contractors available to perform the Service Request in the Service Area, the Province will have the option to select a Pre-Qualified Contractor based on availability of any other Pre-Qualified Contractor irrespective of the Service Area.

   Notwithstanding the above, the Province may select a Pre-Qualified Contractor outside of the above process if in the opinion of the Province an alternate Pre-Qualified Contractor is required.

6.5 REFERENCE CHECKS

The Province may conduct reference checks of Proponents or their proposed resources. The Province may contact references, including references other than those submitted by the Proponent. The Proposal may be rejected if, in the opinion of the Province, the Proponent or any proposed resource receives unsatisfactory references.

6.6 RESOURCE REPLACEMENT

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6.7 PROPOSAL CLARIFICATIONS

At any time during the evaluation process, the Province may ask the Proponent to clarify statements made in its Proposal.

6.8 VULNERABLE SECTOR SEARCH AND CRIMINAL RECORDS CHECK

The successful Proponent will be required to provide the Province with satisfactory vulnerable sector search and criminal record checks prior to being awarded a Contract, and at no cost to the Province. Proponents which do not have, in the sole opinion of the Province, satisfactory vulnerable sector search and criminal record checks shall be rejected.

During the term of the Contract, there are additional provisions regarding vulnerable sector search and criminal records check, in accordance with the Human Resource Requirements clause within Schedule A of the Contract (Appendix A to this PQR).

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7. PQR TERMS AND CONDITIONS

7.1 ACCESS TO PQR DOCUMENTS

The Province uses APC to post procurement opportunities. Obtaining the PQR directly from APC facilitates receipt of any PQR updates or amendments issued by the Province. The Province will reject Proposals that do not comply with the PQR requirements, including PQR requirements that have been updated or amended by the Province through APC.

7.2 PQR SCHEDULE OF EVENTS

PQR Issue Date:	**June 05, 2024**
PQR Closing Date and Time:	**March 30, 2029** at 14:00:59 Alberta Time
Evaluation of Proposals:	**Ongoing from June 05, 2024** (proposals evaluated upon receipt)
Selection of Preferred Proponents:	**Ongoing from June 05, 2024**
Proponents Pre-Qualified:	Upon execution of the Contract by the parties

The above dates are provided for information only and are subject to change at the sole discretion of the Province.

7.3 PROPONENT INFORMATION SESSION

There will be no Proponent Information Session.

7.4 PROPOSAL SUBMISSION

Proposals must be submitted electronically, via email, as an attachment 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 Proposal and include the PQR number and title.

The complete Proposal should be in one (1) email, including attachments, and should not be larger than 25MB to facilitate receipt by the Province. If multiple emails are required to accommodate attachment sizes, the emails should provide clear instructions on how the Proposal is to be integrated (e.g. 1 of 3, 2 of 3, 3 of 3).

The official time and date of receipt of the Proposal 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 PQR Closing Date and Time.

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

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

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

Proposals must be received on or before the PQR Closing Date and Time, or the Proposal will be rejected.

Proposals received after the PQR Closing Date and Time will be deleted.

7.5 PROPOSAL PUBLIC OPENING

Proposals will not be opened publicly.

7.6 MULTIPLE PROPOSALS

If Proposals for multiple Service Areas are offered, the Proponent must identify which Service Areas the Proposal is intended for in the Proposal Submission Form found in Appendix C. If multiple Service Areas are listed by the Proponent, the acceptability of the Proposal is for all or none of the Service Areas. If a Proposal is accepted, the Proponent must provide Services for all Service Areas identified.

7.7 PROPONENT TEAM PROPOSALS

Proponent Team proposals will not be accepted or considered for this PQR. Only proposals from individual proponents providing the Services will be evaluated.

7.8 PRICE

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7.9 PROPONENT QUESTIONS

Unless otherwise advised by the Senior Procurement Officer, all questions and any form of communication between the Proponents and the Province in relation to this PQR must be submitted in writing to the Senior Procurement Officer. All questions and responses will be documented.

The Province intends to disseminate all questions and their corresponding responses to all Proponents. If a Proponent considers a question to be confidential, and requests that the question and the response not be disseminated to all Proponents, then the Proponents must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

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If the Province, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Proponent that has asked the confidential question, and not to the other Proponents. If the Province determines that the question and the response ought not to be kept confidential, it will advise the Proponent and the Proponent will have the opportunity to withdraw the question.

The Proponent has the responsibility to notify the Province, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this PQR, as it is discovered, and to request any instruction, decision, or direction necessary to prepare the Proposal.

Questions or concerns must be communicated in writing to the Senior Procurement Officer at least five (5) Business Days prior to the PQR's Closing Date and Time. Questions received after this time will be answered if, in the opinion of the Province, time permits.

Verbal responses to enquiries are not binding on any party.

7.10 PROPOSAL ALTERATIONS AND IRREVOCABILITY

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

(a) The Effective Date of a Contract entered into by the Proponent: or,
(b) the PQR Closing Date and Time;

by submitting a clear and detailed written notice to the Province in accordance with section 7.4.

Subject to section 7.11 all Proposals become irrevocable after the PQR Closing Date and Time.

In either of the following circumstances:

a) the Proponent has rescinded a Proposal before the PQR Closing Date and Time; or
b) the Province has received the Proposal after the PQR Closing Date and Time;

such a Proposal will, at the Proponent's choice, either be returned to the Proponent at the Proponent's expense after the PQR Closing Date and Time, or destroyed by the Province after the PQR Closing Date and Time.

7.11 PERIOD OF COMMITMENT

Proposals shall be final and binding upon signing a contract and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is asked to do so by the Province.

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7.12 PROPOSAL IRREGULARITY OR NON-COMPLIANCE

The Province reserves the right to waive an irregularity or non-compliance with the requirements of this PQR where the irregularity or non-compliance is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the irregularity or non-compliance, shall be at the Province's sole discretion.

7.13 PROPOSAL RETURN

Subject to section 7.10, Proposals and accompanying documentation, upon receipt by the Province, will become the property of and will be retained by the Province.

7.14 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent, the Proponent's employees, subcontractors, and agents 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 Proposal or upon written authorization from 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.

No press release or other public announcement relating to this PQR shall be issued without the prior written consent of the Province.

7.15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA) (FOIP)

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 under the 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; and
b) The Proponent, if it considers portions of its Proposal to be confidential, shall identify those parts of its Proposal 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.

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7.16 CONSENT TO THE USE OF PERSONAL INFORMATION

The purpose of collecting Personal Information for this PQR is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Proposal, and for other related program purposes of the Province. Authority for this collection is the *Government Organization Act* (Alberta), as amended from time to time and section 33 (c) of FOIP. The Proponent may contact the Senior Procurement Officer identified in the PQR regarding any questions about collection of Personal Information pursuant to this PQR.

The Proponent consents, and has obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by the Province, the Province's employees, subcontractors and agents, to enable the Province to evaluate the Proposal and for other program purposes of the Province. The Proponent must provide those written consents within two (2) Business Days of a request by the Province to do so.

7.17 CONFLICT OF INTEREST

On or before the Closing Date and Time of this PQR, Proponents must fully disclose to the Senior Procurement Officer, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Proponent, all Proponent Team members or any employee, sub-contractor or agent, if the Proponent were to become a Pre-Qualified Contractor pursuant to this PQR. The Province shall review any submissions by Proponents under this provision and may reject any Proposal where, in the opinion of the Province, the Proponent, any Proponent Team member, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Proponent were to become a Pre-Qualified Contractor pursuant to this PQR.

7.18 *LOBBYISTS ACT*

The Proponent acknowledges that:

a) the *Lobbyists Act* (Alberta), as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyists Act*; and

b) it is responsible for complying with the *Lobbyists Act* (Alberta) during the PQR process, and if pre-qualified, during the Contract.

7.19 TRADE AGREEMENTS

This PQR is covered by existing trade agreements as follows:

a) Canadian Free Trade Agreement (Chapter 5 Government Procurement);
b) New West Partnership Trade Agreement;

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c) Comprehensive and Economic Trade Agreement (Chapter 19);
d) World Trade Organization's Agreement on Government Procurement Agreement; and
e) Comprehensive and Progressive Agreement for Trans-Pacific Partnership.

7.20 MODIFIED PQR PROCESS

If no compliant Proposals are submitted in response to this PQR, the Province reserves the right to undertake a modified PQR process in order to select a successful Proponent. The modified PQR process, if used, will be conducted as follows:

- All Proponents submitting non-compliant Proposals, other than those who submitted Proposals after the PQR Closing Date and Time, will be asked to prepare a "Modified Proposal". The necessity, scope and the timing of such a modified PQR process will be solely at the Province's discretion;
- Details regarding the manner and form of the modified PQR process and the expected deliverables to be included therein will be provided in advance to all Proponents who submitted a non-compliant Proposal;
- Modified Proposals and accompanying documentation, upon receipt by the Province, will become the property of and be retained by the Province;
- Proponents submitting Modified Proposals must meet the mandatory requirements identified in the modified PQR process; and
- At the conclusion of the modified PQR process, following the Proponents' submission of the Modified Proposals, the Evaluation Team will evaluate Modified Proposals in accordance with an evaluation plan developed for the modified PQR process.

7.20 PQR TERMS AND CONDITIONS

By submitting a Proposal, the "PQR Terms and Conditions" contained in this section 7 of this PQR are deemed to be accepted by the Proponent in their entirety and without any changes.

7.21 EXTENSION, AMENDMENT TO OR CANCELLATION OF PQR

The Province may extend the PQR Closing Date and Time, or the Province may amend, suspend, postpone or cancel this PQR at any time.

7.22 COSTS OF THE PROPOSAL

The Proponent is responsible for all costs of preparing and presenting its Proposal and, if applicable, entering into the Contract.

Classification: Protected A

7.23 CONTRACT AWARD

The Province and the successful Proponent will enter into the Contract containing the terms and conditions in Appendix A. If, in the opinion of the Province, it appears that a Contract will not be entered into with a successful Proponent within 30 days of selection, the Province may choose to reject that Proponent's Proposal.

7.24 REPRESENTATIONS AND WARRANTIES

Statements made in a Proposal may be incorporated into, attached to, or otherwise included in Schedule A to the Contract, and shall constitute representations and warranties of the successful Proponent and shall form part of the Contract.

7.25 RELEASE OF PROPOSAL INFORMATION

The Province reserves the right to disclose the names of responding Proponents, Pre-Qualified Contractors, and any summary cost information deemed appropriate by the Province.

7.26 PROPONENT DEBRIEFING

At the written request of an unsuccessful Proponent, the Province will conduct a debriefing to tell the Proponent why its Proposal was not selected. The unsuccessful Proponent's written request for a debriefing must be received by the Province within 10 Business Days of notification to the Proponent that it was unsuccessful.

7.27 CLAIMS FOR DAMAGES OR COMPENSATION

Notwithstanding any other provision in this PQR, a Proponent who responds to this PQR agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from:

- the PQR process;
- the evaluation of Proposals;
- the awarding of the Contract; or
- a decision by the Province not to award the Contract

shall be limited to the Proponent's actual Proposal preparation costs. "Proposal preparation costs" are the actual costs borne by a Proponent to prepare and submit its Proposal. By submitting a Proposal a Proponent acknowledges and accepts this limitation.

7.28 PROPOSAL ACCEPTANCE/REJECTION

The Province is not required to accept, and may reject any or all Proposals.

Classification: Protected A

APPENDIX A – Contract

[To be completed by the Province when preparing a Contract to be entered into with a successful Proponent.]

CONTRACT NUMBER: 25-CJS-BCI-(number)

THIS CONTRACT MADE EFFECTIVE THE _____ DAY OF _____, 20 ____.

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 issued a Pre-Qualification Request Number 25-CJS-BCI ("PQR") which forms part of this Contract, to pre-qualify providers for services related to the Brief Conflict Intervention program, which are to be provided from time-to-time, on an as required basis.

In response to the PQR, the Pre-Qualified Contractor submitted a Proposal dated _____, 20___ ("Proposal"), which forms part of this Contract, and the Pre-Qualified Contractor has been pre-qualified to provide Services for the _____ Service Area(s).

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

   (a) "Alberta Time" means Mountain Standard Time or Daylight Saving Time as provided for in the Daylight Saving Time Act (Alberta), as amended from time to time.

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

   (c) "Brief Conflict Intervention" or "BCI" means the program services offered by the Province, at no cost, to eligible parties who are parenting apart and unable to resolve their parenting disputes.

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(d) "Contract" means this document and includes all schedules attached to it; including the PQR and the Proposal.

(e) "Contractor" means a Pre-Qualified Contractor on the Standing Offer List that has accepted a Service Request.

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

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

(h) "Materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;

(i) "Personal Information" means personal information as defined in the *FOIP Act*;

(j) "Pre-Qualification Request" or "PQR" means the Pre-Qualification Request issued by the Province dated [insert PQR issuance date and dates of any PQR updates if applicable].

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

(l) "Proposal" means the proposal submitted by the Pre-Qualified Contractor dated [insert date];

(m) "Service Area" means the area the Pre-Qualified Contractor has identified where the Services will be provided.

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

(o) "Services" means the work, duties, functions and deliverables to be provided by the Pre-Qualified Contractor as described in the Contract.

(p) "Standing Offer List" means the pool of Pre-Qualified Contractors who have executed a Contract with the Province.

(q) "Term" means the contract period specified in clause 2.

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TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until [insert date] unless terminated in accordance with this Contract.

   The Province may extend the Contract, under the same terms and conditions, for an additional term of up to 36 months to perform the Services.

PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Contractor in its Proposal that is incorporated into, attached to or otherwise included in Schedule A are representations and warranties of the Contractor and form part of this Contract.

   (a) The Province will issue a Service Request either by phone or email when or if it requires the Services to be performed. Upon receipt of a Service Request, the Pre-Qualified Contractor will indicate to the Province whether it accepts or declines the request within two (2) Business Days;

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

   (d) In the event the Pre-Qualified Contractor does not respond to a Service Request within the timeframe indicated in 3(a), the Province will cancel the Service Request and extend a new Service Request to the next Pre-Qualified Contractor on the Standing Offer List;

   (e) 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;

   (f) The Pre-Qualified Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services;

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(g) The Province is not obligated to obtain any Services from the Pre-Qualified Contractor and reserves the right to acquire Services through arrangements other than from the Standing Offer List in accordance with this Contract and the PQR; and

(h) The Pre-Qualified Contractor shall perform the Services set out in each Service Request with reasonable skill, care, and diligence and in accordance with any applicable industry standards of supplier of services similar to, or the same as, the 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. The Contractor shall be paid:

i. the amounts specified in Schedule B for completion of the Services in accordance with this Contract; and

ii. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.

(b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.

(c) 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* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

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

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

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RECORDS AND REPORTING

6. 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 clause 6(a) for three years following the completion or termination of this Contract.

7. The Contractor shall submit to the Province a written report and the closure documents listed in Schedule A following completion or cancelation of each Service Request.

NON-ASSIGNABILITY AND SUBCONTRACTING

8.

   (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 set out in the Service Request

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

   (b) In the event the Province does not consent to the retention of a subcontractor in connection with the performance of any Services set out in a Service Request, 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.

PERSONNEL REPLACEMENT

9.

   (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

Classification: Protected A

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 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 Contractor upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.

COMPLIANCE

10. The Pre-Qualified Contractor shall:

(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 Board.

MATERIAL OWNERSHIP

11.

(a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trademark 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.

Classification: Protected A

(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 ("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

i. irrevocably waives in whole all moral rights, and
ii. shall ensure that its employees, subcontractors and agents irrevocably waive 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 employees, subcontractors and agents 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 Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

(a) Except as provided in clauses 12 and 13, 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 disclosed or published by the Pre-Qualified Contractor 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 that the Pre-Qualified Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

(b) Subject to clause 13(b), the Pre-Qualified Contractor's obligations in clause 12(a) do not apply to information or documents which:

Classification: Protected A

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.

(f) No press release, public announcement or other public commentary 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

13.

(a) The Pre-Qualified Contractor acknowledges that 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

Classification: Protected A

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.

(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

14.

(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.

Classification: Protected A

(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 Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

15.

(a) The Pre-Qualified Contractor must, at its own expense and without limiting its liabilities herein, obtain, and maintain general liability insurance insuring its operations, in accordance with the Alberta Insurance Act, in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.

(b) The Pre-Qualified Contractor should, at its own expense and without limiting its liabilities herein, obtain and maintain automobile liability insurance in accordance with the Alberta Insurance Act, on all vehicles owned, operated or licensed in the name of the Pre-Qualified Contractor and used in the performance of the Services in an amount not less than $2,000,000.

(c) The Contractor must maintain Worker's Compensation coverage for the duration of the Term in the amount required by the Workers' Compensation Board of Alberta as enabled by the Workers' Compensation Act, as amended from time to time; and

In the event the Contractor performs work or procures work as defined in the Occupational Health and Safety Regulations and the Contractor, or its officers, directors, partners, employees, agents and subcontractors are proprietors or perform an exempt activity as defined by the Worker's Compensation Board, then the Contractor must hold for itself, and must ensure that its officers, directors, partners, employees, agents and subcontractors hold, and maintain Worker's Compensation personal coverage throughout the length of the Term. Contractor must provide evidence, to the satisfaction of the Province, of having such personal coverage.

(d) Evidence of all required insurance, in the form of a detailed certificate of insurance, acceptable to the Province, must be promptly provided to the Province at inception of the Agreement, annually thereafter and at any other time requested by the Province. Upon the Province's request, the Contractor must provide the Province with certified copies of all required insurance policies.

(e) All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation, including for non-payment of premium.

Classification: Protected A

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 transmitted by email to the email address as follows:

The Province:	Resolution Services, Brief Conflict Intervention Program
Address:	8 Floor, J.E. Brownlee Building, RM 8077 10365 – 97 St. NW Edmonton, AB, T5J 3W7
Attention:	Brief Conflict Intervention Program
Email	BCI.Program@gov.ab.ca

The Contractor:	
Address:	
Attention:	
Email	

The parties respectively designate for the time being, the individuals identified in this clause 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 clause 17(a) by giving notice to the other in the manner described in clause 17(a).

(c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day.

Classification: Protected A

TERMINATION

18.

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

(b) If this Contract is terminated:

i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents under this Contract are the property of the Province; and
ii. the Province shall only have to pay the Pre-Qualified Contractor for the Services completed in accordance with this Contract 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) When communicating or interacting with the Province's employees, the Pre-Qualified Contractor, its employees, subcontractors and agents shall comply with the Province's Respectful Workplace Policy, as amended from time to time. A copy of this policy is available from the Province's representative designated in clause 20(a).

PARTIES' REPRESENTATIVES

20.

(a) The Province designates the Manager of Dispute Resolution Services of the Department of Resolution Services, Alberta Justice, 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 clause 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 clause 17(a).

Classification: Protected A

(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 employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:

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.

(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.

Classification: Protected A

SURVIVAL OF TERMS

22. Notwithstanding any other provision of this Contract, those clauses 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) clause 6 Records and Reporting;
    (b) clause 11 Material Ownership;
    (c) clause 12 Non-Disclosure of Information;
    (d) clause 13 Freedom of Information and Protection of Privacy; and
    (e) clause 14 Indemnity and Liability.

GENERAL

23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:

    (a) The body of this document, and
    (b) The Schedules to this document.

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 exist 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.

Classification: Protected A

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 may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mailed in PDF shall constitute good delivery.

The Parties' authorized representatives make this Contract.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Justice.	**[PRE-QUALIFIED CONTRACTOR NAME]**
Per:	Per:
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Classification: Protected A

Schedule A
(Services)

1. Services

The Pre-Qualified Contractor shall perform the Services as they are described in the PQR and the Proposal which are incorporated into and form part of this Schedule.

2. Order of Precedence

In the case of conflicts, discrepancies, errors or omissions among the PQR and the Proposal; the documents and amendments to them shall take precedence and govern in the following order:

(a) the PQR; and
(b) the Proposal.

3. Human Resource Requirements

a) The Contractor shall ensure that it has in its possession a vulnerable sector search and criminal record check. The Contractor shall, on request, provide the Province with such vulnerable sector search and criminal record check, including a more recent one if requested. Any Contractor who, in the opinion of the Province, have an unsatisfactory vulnerable sector search and/or criminal record, shall be prohibited from providing the Services.

b) Upon becoming aware of a change to the vulnerable sector search and criminal record from the previous one provided to the Province, the Contractor must provide written notice of the change to the Province and shall immediately cease providing the Services. Within five (5) Business Days of providing such written notice, the Contractor shall provide the Province at the Contractor's expense a current (subsequent to the date of the request) vulnerable sector search and criminal record check. The Contractor may only recommence providing the Services upon written approval from the Province.

Classification: Protected A

Schedule B
(Fees)

(To be completed upon contract award – copied from Appendix D-Fees)

Classification: Protected A

Schedule C
(Service Request Form)

Date:

Address:

Dear:

Re: Brief Conflict Intervention for_____

The above-named parties have been directed to participate in the Brief Conflict Intervention Program.

Services are required and the BCI Report is due back to the BCI Coordinator by _____.

You have been selected to complete the Brief Conflict Intervention (BCI) and prepare the BCI Report that will be placed on the parties' Court file.

Retention of your services as a BCI Clinician is established at the rate of $_____, to a maximum of _____ hours for services, administration, and report writing. The parties involved will not be responsible for payment of any of the fee, nor may they be charged any fees associated with the delivery of services requested by this Service Request. Any requests for increased hours must be directed to the BCI Coordinator and pre-approved.

Upon completion of the BCI services and BCI Report, please submit the following to the BCI Coordinator:

(a) a copy of the completed safety screening tool for all parties that participated in BCI services;
(b) a copy of the BCI Report; and
(c) completed service invoice, utilizing the invoice template provided by the BCI Program.

If at any time during the Brief Conflict Intervention process, you are of the opinion that it would not be beneficial or appropriate to continue with the Services, please inform the parties and the BCI Coordinator of your decision to stop the process.

If either party to the Brief Conflict Intervention refuses or fails to participate, the fee portion of the Brief Conflict Intervention will be paid with respect to the costs up to the date that Services are abandoned or discontinued.

If you have any questions regarding this Service Request, please contact the BCI Coordinator.

Yours truly,

BCI Coordinator
Dispute Resolution Services

Classification: Protected A

APPENDIX B – Services

In accordance with any service requirements specified below, the Province requires the Contractor to perform the following:

1. Services

The Contractor will:

a) Ensure all parties referenced on the Service Request review and sign the Agreement to Participate in Brief Conflict Intervention form (to be provided upon Contract award).

b) Contact the parties referenced on the Service Request and arrange initial appointment(s); orient parties to the BCI process; and complete individual initial pre-meeting, safety screening/risk assessment, and safety planning with both parties (if not already completed by a Family Court Counselor or Mediator).

c) Conduct in-person or virtual parent, and/or parent and child meetings (as appropriate).

d) If the BCI Clinician deems it would be beneficial, individual meetings with the child(ren) will be completed to help include the voice of the child in decisions and recommendations.

e) Depending on the parties' circumstances, direction from the court, and the BCI Clinician's professional judgement, BCI meetings may include:

   i. Educating parents about children's developmental needs and abilities, and the importance of quality parent-child relationships.

   ii. Educating parents about the adverse effects of parental conflict on child development.

   iii. Exploring family and individual strengths.

   iv. Examining parent's problem-solving skills and conflict resolution style and discussing new possibilities or alternatives.

   v. Exploring additional options one or both parents could use to resolve issues (for example: individual therapy, courses/classes, individual assignments, access to other resources).

   vi. Exploring and modeling appropriate problem-solving that can be used in the future, and coaching parents to communicate effectively around co-parenting.

Classification: Protected A

f) Facilitating the resolution of identified issues and creating parenting agreements, when possible.

g) When requested as part of the Service Request, complete the Voice of the Child Report process, in alignment with the requirements set for Practice Note 7 Assessments.

h) Make best efforts to have each BCI participant complete the Participant Evaluation.

i) Complete a written summary of the Services in the form of a BCI Report using the report template provided by the BCI Program (depending on the type of services requested, this may include the BCI Report and/or Voice of the Child Report templates).

j) Debrief and review the BCI Report with each party, focusing on next steps for the parties. Parties are not provided with a copy of the BCI Report.

k) Within 30 days of completion or cancelation of a Service, return all service documents to the BCI Program, including the participant Agreement to Participate form, safety screening tool, BCI/Voice of the Child Report, and service invoices.

2. Facilities

The Contractor shall be responsible for providing all Facilities.

3. Standards of Care

The Contractor shall perform the Services with reasonable skill, care and diligence and in accordance with any applicable industry standards of suppliers of services similar to, or the same as, the Services described in this PQR.

Classification: Protected A

APPENDIX C - Proposal Submission Form

(Date , 20__)

Elaine Too
Senior Procurement Officer
Procurement Services
Alberta Justice
JUST.Procurement@gov.ab.ca

RE: Pre-Qualification Request (PQR) Number 25-CJS-BCI

Enclosed is a Proposal submitted in response to this Pre-Qualification Request for the following proposed Service Area(s):

_____

Proponent's Legal Name: _____

Mailing Address: _____

_____

_____

Contact Name: _____

Telephone: _____

E-mail Address: _____

Classification: Protected A

ATTACHMENT #1: MANDATORY REQUIREMENTS - CORPORATE

Mandatory Requirements

The Proponent must meet or exceed the following minimum qualifications, and has provided evidence of those qualifications to the satisfaction of the Province:

	MANDATORY REQUIREMENT(S)	MINIMUM REQUIREMENT
1.	Master's degree in psychology, social work, or a related field with an emphasis on clinical therapy; or an undergraduate degree in an appropriate discipline combined with a minimum of 3 years' experience as a counselor or therapist; or a provisional psychologist or provisional clinical social worker under the formal supervision of a licensed psychologist or licensed clinical social worker within the province of Alberta.	Provide the following as applicable: - copy of certificate(s) - letter from professional regulatory organization or supervisor to confirm status as provisional psychologist or clinical social worker
2.	Registration with an appropriate Canadian or Albertan professional regulatory body as a member in good standing and with no practice restrictions. Preference will be given to candidates who are Registered Psychologists in the Province of Alberta, or registered Social Workers in the Province of Alberta.	Provide copy of registration(s)
3.	Experience in conflict intervention where custody, access, and or parenting matters are at issue.	Resume to support minimum 2 years of related experience
4.	Knowledge of the psychology and developmental needs of children, including the effects of separation, divorce, domestic violence, parental conflict, and the effects of toxic stress on children and on child development.	Resume to support related training and experience
5.	Names and contact information for two business related references.	References are, in the opinion of the Province, favorable and support the proponent's work experience
6.	Must participate in an interview process and respond to all questions with answers that are satisfactory to the Province, in its sole determination. The interview process will assess level of experience, ability to navigate the complexities of family conflict, and understanding of relevant practice and theory. *Interviews will be scheduled accordingly after submission of Proposal.	Provide satisfactory answers to all questions

Classification: Protected A

APPENDIX D - Fees

1. Pricing

The Province will pay the Contractor as follows:

a) $220 per hour for Services not requiring a Voice of the Child Report, up to a maximum of 12.5 hours per Service Request.

b) $300 per hour for Services requiring a court-ordered Voice of the Child Report, up to a maximum of 12.5 hours per Service Request.

c) A maximum of 2.5 hours may be included in the total hours paid for case management and report writing services.

Upon a written request to the BCI Coordinator from the Contractor summarizing the need for additional time, the maximum 12.5-hour limit for a Service Request may be increased by up to three (3) hours, resulting in a total maximum limit of 15.5 hours, with written approval from the BCI Coordinator.

2. Missed Appointments

a) If a BCI participant fails to attend a scheduled appointment with the Contractor, the Contractor will be paid for a maximum of 1 hour per missed appointment per participant per Service Request.

3. Cancelation of Services

a) If Services under a Service Request are cancelled prior to completion, either by the BCI participants, the Province, the Court, or by the Contractor, the Contractor will be paid for Services provided up to and including the date on which Services were cancelled.

4. Travel Expenses

a) If business travel is necessary in the performance of the Services, upon written pre-approval from the BCI Coordinator, the Contractor may claim the following expenses actually incurred by the Contractor:

i. use of a private vehicle at a rate of $0.550 per kilometer travelled;
ii. meals in the amount shown on the bill, excluding alcoholic beverages, plus a gratuity of up to 20 percent; and
iii. accommodation in the amount shown on the bill if Service delivery requires overnight stay.

Classification: Protected A