

Solicitation Number: RFP #102821

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Family Centre of Northern Alberta Association, #20, 9912 – 106 St., Edmonton, AB T5K 1C5 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Teletherapy Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
- 5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

Sourcewell

- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

The Family Centre of Northern Alberta

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

	Association
Docusigned by: Jeruny Schwarth By: COFD2A139D06489	Pauline Smale C5956D1BBD9B4EC
Jeremy Schwartz	Pauline Smale
Title: Chief Procurement Officer	Title: CEO
12/20/2021 11:28 AM CST Date:	1/4/2022 9:11 AM CST Date:

Approved:

By: Chad Coauette

Title: Executive Director/CEO

1/4/2022 | 9:14 AM CST
Date:

RFP 102821 - Teletherapy Services

Vendor Details

Company Name: The Family Centre of Northern Alberta

9912 106 St #20, Edmonton, AB

Address: Edmonton, Alberta T5K 1C5

Contact: Nimir Raval

Email: nimir.raval@familycentre.org

Phone: 780-616-7570

HST#:

Submission Details

Created On: Tuesday October 05, 2021 10:48:47
Submitted On: Thursday October 28, 2021 15:05:46

Submitted By: Nimir Raval

Email: nimir.raval@familycentre.org

Transaction #: 7d4f6e9e-5ba7-45ca-ae3b-64afff8bd175

Submitter's IP Address: 184.70.84.230

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Family Centre of Northern Alberta Association	*
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	The Family Centre of Northern Alberta	*
4	Proposer Physical Address:	#20, 9912 - 106 St , Edmonton, AB T5K 1C5	*
5	Proposer website address (or addresses):	https://www.familycentre.org/	*
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Pauline Smale, CEO #20, 9912 - 106 Street NW, Edmonton, AB, T5K 1C5 P 780-900-5934 Email pauline.smale@familycentre.org	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nimir Raval Director, Community Based Services #20, 9912 106 Street NW, Edmonton, ABT5K 1C5. P 780-616-7570 Email nimir.raval@familycentre.org	*
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Terry Sharp Director, Operations #20, 9912 - 106 Street NW, Edmonton, AB, T5K 1C5 P 780-917-8211 Email terry.sharp@familycentre.org	

Table 2: Company Information and Financial Strength

Line Item	Question	Response*	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Family Centre (TFC) has been providing services to families since 1942. Vision: Healthy families in healthy communities.	
		Mission: The Family Centre exists to support families and children to help them flourish and help people engage with one another to promote healthy, safe, and economically viable communities.	
		Currently, we have a wide breadth of over 230 personnel, including psychologists, mental health therapists, education facilitators, family connectors, family preservation workers, family reunification workers, family engagement workers, interpreters, kinship support workers, success coaches, community youth workers, youth connectors, and youth reunification workers. Each year, we proudly serve over 20,000 people through 148 customers representing every economic sector including all levels of governments and education. We provide integrated programming arranging ourselves to provide seamless, meaningful services to families. Additionally, we believe in the strength of collaboration and partnership to augment our work and enhance the client experience.	*
		Our experience includes serving a variety of business sectors and industries, including education, public administration, finance and insurance, health care and social assistance, construction, manufacturing, professional/technical services, retail, and transportation, to name just a few. We are dedicated to providing high-quality, professional services that are responsive, client-centred, and personalized to meet the unique needs of organizations and their employees.	
		TFC has a strong reputation for providing quality services, basing our work on research and evidence-based practices. We pride ourselves on providing leading-edge training and robust and reflective supervision. We intend to create a healthy organization that is intelligent in its response to community issues and intentional about our respectful treatment of each other. We are a trauma-informed agency, and as such, ensure that our practice, policies, and procedures reflect the values of safety, trustworthiness, choice, collaboration, and empowerment (Harris & Fallot, 2015).	
		TFC is a learning environment where ideas are embraced, curiosity and creativity are celebrated. We work hard to be comfortable with uncertainty and messy work. But, as Margaret Wheatley (2006) suggests, we can not be creative if we refuse to be confused. We have become an agency of thinkers, inventors, and evaluators of our work.	
10	What are your company's expectations in the event of an award?	The Family Centre intends to serve customers and clients across Alberta to different municipalities, towns and education systems. We also recognize the importance of providing services to rural Albertans. Our 77 years of experience, wisdom and solid infrastructure will enable us to provide counselling, psychoeducation and wellness services.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Family Centre of Northern Alberta has revenues in excess of \$23,000,000. The Family Centre has large reserve funds, healthy cash flow which is demonstrated by fact that we have a line of credit and have never dipped into it. We also have very little liability our debt-equity ratio is above average. Accounting principle of going concern as we have incorporated since 1942 is an illustration of stability and minimum risk of service seizure. All payables are upon receipt therefore we do not have balances except those who are accrual (expenses that are paid for the previous fiscal year)	*
12	What is your US market share for the solutions that you are proposing?	The Family Centre of Northern Alberta is Canadian based and Canadian focused. Service provision in the United States and other countries is delivered through our membership with FSEAP and the reciprocal agreements in place for global service delivery and coverage.	*
13	What is your Canadian market share for the solutions that you are proposing?	The Family Centre of Northern Alberta is a non-profit organization and we do not hold market share in Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the	The Family Centre of Northern Alberta is a service provider that employs therapists, psychoeducational educators and counsellors who can provide sessions in telehealth or teletherapy.	
	products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?		*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including professional staff, third parties, and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Family Centre of Northern Alberta is a Registered Charity #107376055RR0001. Alberta does not charge GST/HST or provincial taxes for services. Our liability insurance covers blanket contractual, bodily injury and property damage, cross liability, employer & malpractice liability, personal injury and products and/or completed operations with Frank Cowan Company. The insurance no is CP82474A.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The Family Centre received COA (Council on Accreditation) Certification in 2020. The Family Centre supports auditing the organization's governance and implementation with COA recertification occurring every four years with reviews every 2 years.	
		In 2020, we also received Trauma-Informed Care Certification by Community Connection, Washington DC speaks to the culture embedded into who we are: our policies and procedures, hiring practices, onboarding, training, supervision models.	*
		The Family Centre has received an ongoing mental health intervention and supports contract with the Education system in Edmonton, approximately worth \$1,740,300.	
19	What percentage of your sales are to the governmental sector in the past three years	55% of The Family Centre revenue are from the Government sector.	*
20	What percentage of your sales are to the education sector in the past three years	35% of The Family Centre revenue is from the Education Sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Children's Services contract (3 years - 73%), EPSB (1 year - 5%) and EPSB (Ongoing contract), SEC (5%) and the City of Edmonton, FCSS (3 years - 7%) and Misc.(2%).	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Edmonton Public School Board, Edmonton Alberta	Nancy Peterson Managing Director Strategic District Supports	Email: nancy.petersen@epsb.ca Phone: 780-498-8716	
Alberta Government, Contracts and Program Supports Children's Services Edmonton Region Government of Alberta	Pat Beck Contract Specialist	Tel 780-422-2716 pat.beck@gov.ab.ca	
United Way Alberta Capital Region	Annette Malin Portfolio Manager, Children and Youth	amalin@myunitedway.ca Tel: 780 443 8333	
Municipal District of Lesser Slave River	Nicole Archer, Director of Organizational Effectiveness	780.843.5937 E: nicole.archer@mdlsr.ca	
City of Airdrie	Lori McKendry, Human Resources Judy Molnar, Human Resources	T: 403.948.8800 ext. 8737 E: lori.mckendry@airdrie.ca 403.948.8800 ext. 8464 E: judy.molnar@airdrie.ca	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Children Services, Alberta Government	Government	AB - Alberta	Children Services - Family Preservation and providing therapeutic support	400 Families in family preservation.	\$ 3,073,530 (2018) \$ 3,841,912 (2019) \$ 6,284,148 (2020)
City of Edmonton	Government	AB - Alberta	In home support services, Single session counselling and ongoing counselling support.	In-home therapeutic services (700 families) and Drop in counselling program (4000 individuals) in different sites.	\$1,035,096 (2018) \$ 1,035,096 (2019) \$ 1,035,100 (2020)
United Way of the Alberta Capital Region	Non-Profit	AB - Alberta	Counselling services, Youth capacity building project and Neighborhood Empowerment Team	Ongoing counselling (varies on the need) from the drop sessions every year. 3000 individuals from Neighborhood Empowerment Team	\$ 1,142,555 (2018) \$ 1,088,706 (2019) \$1,076,706 (2020)
Edmonton Public School Board	Education	AB - Alberta	Providing mental health intervention, support and counselling services in schools in Edmonton.	10,000 children in approximate 90 schools per year.	\$ 1,574,993 (2018) \$ 2,432,560 (2019) \$2,853,000 (2020)
City of Airdrie	Government	AB - Alberta	Providing mental health intervention, crisis support and psychoeducation services. (EAP Services)	Individual counselling and group packages every month and quarterly.	\$78,250 (2019) \$85,400 (2020) \$73,688 (2021)

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Our core Sales and Marketing Team includes 4 experienced members who provide direct customer facing Account Management services. They are supported by 3 Marketing and Communication Specialists and a team of 9 Administrative Services professionals.
26	Dealer network or other distribution methods.	The Family Centre of Northern Alberta has experience in providing services in Edmonton and Alberta through our core programs of community-based services and through our membership in FSEAP, the only National Social Enterprise Employee Assistance Program provider in Canada. We have extensive experience provide high quality wellness services throughout Alberta.
27	Service force.	The Family Centre of Northern Alberta has 282 staff in Edmonton and the area to support program design, implementation, and delivery.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Family Centre of Northern Alberta has the solid infrastructure to support program delivery. Our Sales and Marketing, Information Technology, Human Resources, Finance, and Administrative Services teams are dedicated professionals committed to supporting successful program delivery.
		Our intake department and clinical specialists receive and coordinate client calls and on-line requests for service. Once the service request is received, the service provider is assigned, and service is then provided to the client. Confirmation of appointment is immediate when booking on-line and within 2 business days when booking by phone.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help	We embrace a responsive customer service model. Our Account Managers are the first contact to ensure customer and client experiences are positive. They are available to assist our customers in achieving their program objectives from start to finish.
	your providers meet your stated service goals or promises.	Our teletherapy service to provide mental health intervention/ counselling will use JaneApp (appointment app), wherein the customers will be able to book their session online without hassle. This provides an easy, simple, and quick method of scheduling appointments.
		The Family Centre website and social media outreach - The marketing team has tools and technology to provide customized marketing content according to the area and geographic region. Our goal is to reach as many clients as possible and reduce the stigma to avail the services of mental health intervention and supports. Our KPI to respond to customers is 24 hours; we are successful in the timelines in all the projects and contracts.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The Family Centre of Northern Alberta will provide counselling to Alberta according to the Alberta Psychological Association rules and guidelines to psychologists. However we will be providing psychoeducational services virtually that will be open to the United States. participants to join.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The Family Centre of Northern Alberta will provide counselling to Alberta according to the Alberta Psychological Association rules and guidelines to psychologists. However, we will be providing psychoeducational services virtually that will be open to the outside of Alberta participants to join.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be serving Alberta province and the partners within the province through counselling, psychoeducational packages, and virtual crisis debriefs.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	The Family Centre of Northern Alberta has a regional presence in Alberta. We are able to provide teletherpay services in Alberta. The Family Centre is part of Family Services Canada, an umbrella network of organizations across Canada. We have the capacity to refer to our Family Services Canada network as needed. Additionally, we are a member of the FSEAP service delivery network for Alberta-based customer. FSEAP, is the only National social enterprise Employee Assistance Program provider in Canada.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Family Centre of Northern Alberta will provide counselling to Alberta according to the Alberta Psychological Association rules and guidelines to psychologists. However we will be providing psychoeducational services virtually that will be open to the Alaska, Hawaii and US territories participants to join.

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing strategy begins with a customer needs assessment to identify program goals. This informs our program design, implementation, and ongoing support activities to ensure a successful program for each unique customer. Our marketing strategy is intended to create awareness, acceptance of services, and knowledge for program administrators. This includes disseminating information through multiple channels, such as print, digital, and social media platforms. This often includes a company's intranet, Human Resources, Health & Safety, and other people focused groups. Our program launch includes welcome introductory letters, program orientation sessions and trainings, posters, brochures, information sheets, wallet cards, monthly newsletters, a website with wellness resources, and other digital supports required by our customers.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Family Centre's use of technology is to engage people, provide new research links and resources for mental health supports and intervention. We have 12,000 people per month viewing our blog pages. We have more than 1000 people reading our newsletters. For data management, we have google analytics and Alaska database to capture the work and marketing success of the service delivery. Our marketing team works with google grant for non-profits to create better awareness and strategies to engage targeted participants.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts is an area we would like to further explore if we are successful. We anticipate it would involve some level of awareness, promotion, and communication to prospective purchasers highlighting the new services available, who the providers are, and how to initiate the purchasing process. We have a number of current customers and are experienced in providing program delivery to customers sourced through Benefit Consultants and Provider Networks. Sourcewell-awared contracts will be added to our existing processes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our services are available through contract/intake systems given the eligibility of clients with associated organization and their readiness for clinical work with the therapist.	*

Table 8: Value-Added Attributes

Line Item	Question	Response*	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We will offer teletherapy services provided by trained counsellors and/or psychologists. All counsellors will have an earned Master's degree in counselling, social work, marriage and family therapy, or psychology and appropriate licensure to practice in the province of Alberta. We will ensure that therapists have some training in teletherapy, and we will cover the cost of this training. As an agency, we also provide ongoing professional development opportunities to staff to ensure they are at the forefront of the clinical field.	*
40	Describe any technological advances that your proposed products or services offer.	For telehealth services, The Family Centre uses the JaneApp online platform. JaneApp is a Canadian practice management system for health and wellness practitioners. It allows for a simple, user-friendly experience for booking, charting, scheduling and reporting. It also has an embedded, secure video platform so sessions can be securely held, following all Canadian guidelines for protecting health information. We have been using this system successfully in some of our program areas in therapy and believe it will be a straightforward way to service clients remotely.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The Family Centre has an administration and facilities team to help us implement a recycling program and various initiatives within the office to conserve energy such as conversion to LED lighting throughout our space. We also promote a paperless office and have moved entirely to secure digital file and document storage. We also strive to support green vendors, reuse materials where possible and encourage sustainable transportation.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, lifecycle design (cradle-to-cradle), or other green/sustainability factors.	We are a Certified Social Enterprise organization through Buy Social Canada.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At The Family Centre, we have a diverse and experienced therapy team that has worked with varieties of populations over time. Our company and therapy team have several unique attributes that make us an excellent fit to offer services to Sourcewell participating entities. First, we have developed an expertise in using a brief, solution-focused, strength-based approach to counselling. This allows us to serve clients efficiently and effectively. In addition, we value data-driven services and measuring client outcomes is a regular part of our practice to ensure that we are providing adequate supports and are responsive to the client's needs. Secondly, we also emphasize the importance of trauma-informed care and have trained all our therapists in this area. This allows us to ensure we take an inclusive, informed approach in our work with all clients. Finally, we have experience providing therapy over virtual platforms and have all the programs and processes to do this work. Together, our approach and expertise uniquely position us as an excellent fit to provide teletherapy services to Sourcewell participating entities.	*
		We are the only Buy Social Canada certified social enterprise organization providing mental health supports. In a time where social purchasing is gaining momentum, we are uniquely positioned to create addition value to our customers who wish to include social buying practices into their purchasing decisions.	

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Describe any performance standards or guarantees that apply to your services	At The Family Centre, our goal is to provide quality teletherapy services. We use outcomes measures to track progress and adjust our approach as necessary. We also ensure that our therapists receive supervision three times per month (twice in group supervision and once in individual supervision). This helps to ensure that any issues with a client are brought up and managed in a timely fashion. We also believe that therapist-client fit is an important component of therapy and are responsive to client requests for a new therapist. If a transition is requested, we work to do so with as little delay and impact as possible. Additionally, we have a formal complaints process in place at The Family Centre. Due to the clinical nature of our work, as issues arise, they are dealt with at the Supervisor level or escalated to the Manager level or beyond if necessary.
46	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We have several service standards in place regarding responsiveness to client inquiries and booking clients for services. As discussed in the previous section, we also have a formal complaints process at The Family Centre. Our responsiveness and resolution of complaints are a part of our KPIs as an agency. When issues arise, they are dealt with at the Supervisor level or escalated to the Manager level or beyond if necessary.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
	methods?	Our methods are flexible to ensure we meet any unique needs of our customers. We typically invoice monthly or quarterly for services rendered. Invoices provide the appropriate level of detail of services rendered and the associated costs.	*
		As the teletherapy service is session-based, the financing can be on the session. We will not charge company until the completion of the session. Once the session is completed and information is sent to The Family Centre finance team. They will process the invoice for the service rendered.	*
	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The Family Centre will be using the term and conditions documents to have an understanding between both parties. The copy is attached in the document section.	*
		The Family Centre accepts the P-Card procurement process if available with the purchaser. The cost is included in the pricing as mentioned.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Fees are invoiced at \$75.00 per service hour provided. The offer provides sourcewell approximately \$120 discount on the regular market cost of the therapy sessions in the province of Alberta.	*
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Family Centre of Northern Alberta is offering a 60% (\$120) discount on regular market rate (\$200)	*
53	Describe any quantity or volume discounts or rebate programs that you offer.	With the contract opportunity, we anticipate higher volume such as 100 counselling sessions a month, the price is reflective of the volume.	*
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The rate \$75 per session is for counselling sessions. The Family Centre will organize a psychoeducational workshop at \$30 per person. The workshop will be facilitated by social workers/psychologists/counsellors to provide information on different topics.	*
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	No additional costs are anticipated for the delivery of telehealth services.	*
56	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	No additional cost for shipping or delivery is anticipated due to the capacity of the organization and the presence of infrastructure for the contract.	*
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not applicable for the delivery of telehealth services. If shipping costs are incurred for the delivery of promotional materials to the customer, these costs will be absorbed.	*
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Risk management is part of our accreditation from COA and is something we take very seriously. Risk mitigation is built into all monthly PQI reports written by program managers, and is evaluated by the senior leadership team (inclusive of program managers, directors, and the CEO) on a quarterly and annual basis. Risk mitigation and management reports are completed by the CEO and presented to the agency's Board of Directors on a quarterly and annual basis.
		We measure client satisfaction through our My Service Experience Survey. We record this data on an ongoing basis and report on it yearly. This measurement tool provides clients with the opportunity to rate their overall experience with teletherapy from intake through to completion of their sessions. Clients are able to evaluate service accessibility, responsiveness, service offering options, the effectiveness of the service to bring about positive change in circumstances, overall satisfaction and whether they would use the services again or recommend it to others, as well as space to suggest possible changes that could be made to improve services and the program as a whole.
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Program utilization, average number of sessions per case, and client satisfaction survey results assist in the measurement of success.
		We also utilize the following clinical measurement tools:
		The Outcome Rating Scale (ORS) A four-item visual analog scale designed to assess areas of life functioning known to change as a result of therapeutic intervention. We utilize this tool to measure the effectiveness of our counsellors and to allow our counsellors to identify areas of focus in a more meaningful and proactive manner.
		The Session Rating Scale (ORS) At the end of each counselling session, clients are given the opportunity to evaluate the counsellor and the services they received that session using the SRS. The SRS is a four-item visual analog scale which measures: 1) If the client felt heard and respected; 2) If they addressed what they wanted to talk about during the session; 3) If the counsellor's approach was a good fit for them; and 4) Overall, how the session was for the client. This client feedback is crucial for ensuring that services being delivered are meeting the needs of each client and for ensuring a good client-counsellor fit.
		Utilizing the ORS in conjunction with the SRS results in increased outcomes for our clients and a clinically sound manner to continuously monitor and improve the effectiveness of therapists and counsellors.
62	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Family Centre appreciates the sourcewell platform and support by facilitating, managing and promoting the contract. We will pay 2% of sales under the contract or as a per-unit fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Bid Number: RFP 102821

Line Item	Question	Response *
	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Eligible clients can request counselling services in two ways. 1) By Phone: the Intake Specialist will conduct a brief risk assessment and address any immediate crisis or safety issues, provide any immediate telephone counselling support and crisis stabilization (as needed), and refer the client to the appropriate internal or external resource. Once the risk assessment is completed, the appointment will be scheduled. 2) The second way is to book through the Jane app according to the availability of the therapist and the clients schedule. We provide services from 9am to 8pm Monday to Thursday, and 9am – 4pm Fridays and Saturdays.
		Service delivery adheres to the federally and provincially regulated privacy standards outlined in the Personal Information Protection and Electronic Documents Act (PIPEDA) and Freedom of Information and Protection of Privacy Act (FOIP), and relevant provincial legislation related to the rights of individuals to know the contents of information kept about them. The information we collect is used to: Ensure we can contact the client; Maintain accountability as a service provider; Ensure safety, legal, and ethical standards are met; and Assess the quality of the clinical services provided and the effectiveness of service provided.
		Demographic and program utilization information will be summarized in non-identifying reports for customer organizations to confirm the services we agreed to provide. We guarantee confidentiality of our clients. Confidentiality and the protection of personal privacy are critical to the success of therapeutic service. We take an integrated approach to policy development with respect to confidentiality and privacy, incorporating aspects of each as they apply to all facets of our service delivery.
		In fact, we have a number of policies that both directly and indirectly relate to confidentiality and the protection of privacy. These include policies that:

- Define confidential records and levels of confidentiality;
 - Detail the purpose and contents of records;
- Outline codes of professional and ethical conduct for staff, affiliates, and contractors;
- Address issues of disclosure/release of information, access to records, and maintenance and storage of records; and
- Establish guidelines for confidential databases.
- We additionally ensure confidentiality and protect client privacy by:
- Scheduling appointments so clients do not meet each other in the waiting room;
- Not including identifying information in our utilization statistical reports (all client records are coded by a particular number and are referred to by that number);
- Sealing sensitive files when required;
- Ensuring that services are invoiced with no client identifying information and that there is no invoicing for individual client services; and
- Requiring that all of our employees and contractors sign an oath of confidentiality upon hiring; breach of confidentiality may be grounds for dismissal.

No client information, including the fact that the client has used the service, is disclosed without the client's written consent unless required by law (for example, in cases of suspected child abuse or neglect, imminent harm to self or others, a court order, or an audit under the agreement of confidentiality)

Personal counselling service includes assessment, information, referral, short-term/goal-focused counselling and, when needed, case management and follow-up. Our counsellors are caring, competent, and collaborative in working with clients to discover a solution that is right for each individual situation. They use a flexible, short-term, solution-focused approach and are trained to address a wide range of personal, family, and/or school/work-related issues, such as:

 Addictions (i.e., alcohol, drugs, gambling, internet, sexual)

- Anger management
- Anxiety and depression
- Career development issues
- Career coaching & planning
- Change and conflict
- Childcare and elder care issues
- Communication
- Conflict resolution
- Debt and other financial coaching
- Dispute resolution Domestic violence
- Educational issues
- Family concerns
- Grief, loss, and separation
- Harassment, violence, & abuse
- Interpersonal relationship issues
- Life transitions
- Legal consultations
- Marital and relationship issues
- Mental and physical health support
- Nutrition coaching
- Sexuality issues
- Substance abuse & relapse prevention support
- Trauma/critical incident response/debriefing
- Personality
- Parenting
- Relationship concerns
- Retirement planning
- Sexual abuse and trauma
- Stress management (work and home)
- Work-related concerns (including performance-related concerns)
- Workplace wellness coaching

Our counsellors are trained to provide therapeutic counselling using proven techniques and evidencebased approaches to assist individuals in resolving mental health concerns such as Depression, Anxiety, PTSD, and behavioral issues (including substance misuse) through the utilization of Cognitive Behavioral Therapy (CBT), Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), EMDR, resiliency training, etc. Our goal is to assist clients to regain and even improve their previous level of functioning in their work and personal lives.

64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Group & Private Psychoeducational Classes & Resources Life can be difficult. Thankfully, there is help and you are not alone. Whether you're interested in resolving conflicts and challenges more effectively or simply want to learn new skills, we can help! We provide a variety of classes for parents, couples, and individuals. Some of our current class topics are:	
		For Parents: Nurturing Newborn Attachment (0-1 years) Parenting Toddlers & Pre-Schoolers (1-5 years) Parenting School-Aged Children (5-12 years) Parenting Teens Positive Parenting Strategies (any age) Parenting through Divorce & Separation (any age) Discipline for Children & Youth (any age) Self-Care for Parents Parenting Communication Skills	*
		For Couples:	
		 Men & Anger Women & Anger Understanding Anger Self-Improvement: Self-Esteem & Assertiveness Journey to Self-Discovery 	
		Overcoming AnxietyLiving with Depression	

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Bid Number: RFP 102821

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
65	Speech, Occupational, or Physical Therapy	C Yes ⓒ No	Not applicable	*
66	Psychology, Social Work, or Special Education Services		We provide psychoeducational counselling and support online	*
67	Behavioral, Emotional, or Mental Health Counseling		Our therapist and psychologist provide single session and ongoing counselling services	*
68	Deaf and Hard of Hearing, Visual Impairment, and Sign Language Interpreter Services	← Yes ♠ No	Not applicable	*
69	Assessment or Diagnostic Services	C Yes No	Not applicable	*
70	Management, administration, personnel, tools, equipment, supplies, reporting, technical assistance or support, training, and technology related or incidental to the offering of the solutions described in Lines 65 - 69 above.	C Yes C No	Not applicable	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	Describe your screening process for pairing service providers with patients or clients for teletherapy services.	The client can directly log in to Janeapp and schedule a session with a clinical specialist. OR The Clinical Specialist will welcome the client to our program, collect brief demographic information, conduct an initial assessment to learn more about the client's concerns and needs, and determine with the client the best service to meet the client's needs. In cases of requests for counselling services, the Intake Specialist will additionally conduct a brief risk assessment to ensure that any immediate crisis or safety issues are addressed, provide any immediate telephone counselling support and crisis stabilization (as needed), and refer the client to the appropriate internal or external resource. The entire intake process takes an average of 10 minutes but can vary slightly depending on what the caller desires to share. The clinical specialist will ask probing questions to determine the level of risk and to determine client matching needs for appropriate services to recommend to the client. This may include preferences of gender, specialty, or some other differentiating factor of the counsellor and other areas that will enhance the counselling experience and lead to improvements in the life of the client. The appointment
		is scheduled immediately while the caller is on the phone.
72	Describe your method of delivery for proposed teletherapy services (e.g., secure video connection, web portal, online chat, two-way live video, other).	At the first counselling session, the client will be provided with initial paperwork including the Information Sheet via an online questionnaire. • Consent to Receive Counselling form, and the Outcomes Questionnaire "pre" form. The clinician will complete an Assessment Summary (assessing the client's needs), and Client Contact Form (notes from the session) following the session. • Following each session, the client will be provided with the Session Rating Scale to evaluate the counsellor and the services they received in that session. • Following the 4th session, the My Service Experience Survey is given to the client to measure client satisfaction with services received. • Our standard counselling practice typically provides an average of 4-6 hours per client problem, except in special cases • At the final session, the counsellor will give the client the "post" Outcomes Questionnaire. We will provide the services through the Jane app - the app is easy to use, Intuitive, visual and totally
		online, customers quickly see which therapists are available, easy to book an appointment in just a few clicks - Here is the link for the reference https://jane.app/features
73	Describe how your organization maintains security of patient data and alignment to applicable legal, regulatory, or professional requirements, if any.	With respect to confidentiality, records management, and storage of information for services describe below, The Family Centre of Northern Alberta adheres to the federally and provincially regulated privacy standards outlined in the Personal Information Protection and Electronic Documents Act (PIPEDA) and Freedom Of Information and Protection of Privacy Act (FOIP), and relevant provincial legislation related to the rights of individuals to know the contents of information kept about them. The information we collect is used to: • Ensure we can contact the client; • Maintain accountability as a service provider; • Ensure safety, legal, and ethical standards are met; and • Assess the quality of the clinical services provided and the effectiveness of service provided.
74	Describe licensures, degrees, and/or certifications your teletherapy professionals maintain.	Our team – including staff counsellors (Canadian Certified Counsellors), Psychologists (Psychologist Association of Alberta), clinical social workers (Alberta College of Social Workers), care centre counsellors, and clinical supervisors – is one of the best in Canada. Our staff counsellors are professionals with a minimum of a Master's degree in their fields and at least five years' experience. Their qualifications are in the fields of social work, psychology, behavioural health, marriage and family therapy, education, art therapy, play therapy, and other counselling fields. They are trained and experienced in Brief Solution-Focused Therapy (also called Motivational Counselling) and other short-term therapy models. They are experienced in applying these models to counselling individual, couple, or group clients. Our staff counsellors hold certifications in specialized Critical Incident Response and/or Critical Incident Stress Management, mediation, as well as vast experience in the development and facilitation of group education and organizational wellness seminars. Our staff counsellors receive regular individual and group supervision, professional development, and performance reviews.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

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- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing Pricing- TFC.pdf Thursday October 28, 2021 14:24:42
 - Financial Strength and Stability 2021 TFC Audited Financial Statements.pdf Thursday October 28, 2021 11:35:55
 - Marketing Plan/Samples WorkshopBrochure_Workplaces.pdf Thursday October 28, 2021 11:23:46
 - <u>WMBE/MBE/SBE or Related Certificates</u> 2020-2021 general certificate.pdf Thursday October 28, 2021 11:41:57
 - Warranty Information (optional)
 - Standard Transaction Document Samples Municipality Contract- Terms and Condition draft 2021.pdf Thursday October 28, 2021 11:37:39
 - Upload Additional Document TFC_Annual_Report_2020_2021.pdf Thursday October 28, 2021 11:42:45

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States
 Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Nimir Raval, Director - Community Based Services, The Family Centre of Northern Alberta

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

€ Yes € No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

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Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Teletherapy_Services_RFP_102821 Thu October 21 2021 04:36 PM	M	1
Addendum_4_Teletherapy_Services_RFP_102821 Thu October 14 2021 05:32 PM	M	1
Addendum_3_Teletherapy_Services_RFP_102821 Wed October 6 2021 02:15 PM	M	1
Addendum_2_Teletherapy_Services_RFP_102821 Mon October 4 2021 01:23 PM	I≅	5
Addendum_1_Teletherapy_Services_RFP_102821 Wed September 15 2021 02:20 PM	✓	2