

PROGRAM AGREEMENT

THIS AGREEMENT is between **CANOE PROCUREMENT GROUP OF CANADA**, a tradename of the Rural Municipalities of Alberta, a corporation incorporated pursuant to the laws of Alberta ("**CANOE**") and:

Supplier Legal Name: **KBH CHARTERED PROFESSIONAL ACCOUNTANTS**

Supplier Corporate Jurisdiction: 3825 - 93 Street, Edmonton, Alberta T6E 5K5
(the "**Supplier**"), as of

Date of Agreement: May 1, 2024 regarding

RFP No. CAN-2024-005

RFP Title Financial Audit Services
(the "**RFP**").

BACKGROUND

- A. Canoe is a public agency serving as a national municipal contracting agency for its Members, and in that capacity issued the RFP for the purchase of goods and/or services.
- B. The Supplier is engaged in the business of selling some or all of those goods and/or services, and responded to the RFP.
- C. Canoe wishes to enter into an agreement with the Supplier for the purchase of goods and/or services by Members, pursuant to a purchase program administered by Canoe.
- D. The Parties wish to set out the terms and conditions upon which those purchases will occur, and under which the purchase program will be administered.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

"Administrative Fee" means the fee paid by the Supplier to Canoe as described in this agreement (Administrative Fee) and protected under FOIPPA.

"Agreement" means this Program Agreement and all schedules attached hereto, as the same may be supplemented, amended, restated or replaced from time to time in writing in accordance with its terms.

"Business Day" means Monday to Friday between the hours of 9:00 a.m. to 4:30 p.m. local time in Nisku, Alberta, except when such a day is a public holiday, as defined in the *Employment Standards Code*, R.S.A. 2000, Chapter E-9, or as otherwise agreed to by the parties in writing.

"Change Request Form" means the Change Request Form provided by Canoe.

"Confidential Information" means all tangible and intangible information and materials, in any form or medium, received (directly or indirectly) by the Receiving Party from the Disclosing Party, or collected by the Receiving Party on behalf of the Disclosing Party, in connection with the Program that is:

- (a) related to the Disclosing Party's, or any of its affiliates', finances, assets, pricing, purchases, products, sales, business or operational plans, strategies, forecasts or forecast assumptions, operations, stakeholders, clients and personnel (including, without limitation, the Personal Information of officers, directors, employees, agents and other individuals), trade secrets, intellectual property, technology, data or other information that reveal the research, technology, processes, methodologies, know how, or other systems or controls by which the Disclosing Party's existing or future products, services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon;
- (b) designated as confidential in writing by the Disclosing Party, whether by letter or an appropriate stamp or legend, prior to or at the time such information is disclosed by the Disclosing Party to the Receiving Party; and/or
- (c) apparent to a reasonable person, familiar with the Disclosing Party's operations, business and the sector in which it operates, to be of a confidential nature.

and without regard to whether that information and materials are owned by a Party or by a third party. Confidential Information does not include:

- (d) information that is in the public domain or has come into the public domain other than by reason of a breach of this Agreement; or
- (e) information that has been, or is hereafter, received by that Receiving Party other than from or at the request of the Disclosing Party, and other than during or as a result of carrying out the Program.

"Confidential Material" means any notes or other documents relating to the Confidential Information.

"Conflict of Interest" means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Supplier (including its directors, officers, employees, agents or subcontractors) other commitments, relationships or financial interests could or could be seen to (i) exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

"Disclosing Party" means, in connection with particular Confidential Information, the Party that disclosed (directly or indirectly) the Confidential Information to the other Party, or the Party on whose behalf the other Party collected or generated the Confidential Information.

"Effective Date" means the date of this Agreement first noted above.

"Event of Force Majeure" means any cause beyond the reasonable control of a Party, including any act of God, outbreak, or epidemic of any kind, communicable and virulent disease, strike, flood, fire, embargo, boycott, act of terrorism, insurrection, war, explosion, civil disturbance, shortage of gas, fuel or electricity, interruption of transportation, governmental order, unavoidable accident, or shortage of labour or raw materials.

"FOIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, Chapter F-25, as amended or superseded.

"Goods/Services" means the goods and/or services identified in this agreement.

"Governmental Authority" means any government, regulatory authority, commission, bureau, official, minister, court, board, tribunal, or dispute settlement panel or other law, rule, or regulation-making organization or entity having or purporting to have jurisdiction to exercise any administrative, executive, judicial, legislative, policy, regulatory, or taxing authority or power.

"Member" means any current and future members of Canoe during the Term, and any Canoe-represented associations and their current and future members during the Term. Canoe may also be considered a Member in its capacity as a purchaser of Goods/Services. In addition, to be a Member for the purposes of this Agreement, the Member must operate within the Territory during the Term. See <https://canoeprocurement.ca/canoe-current-future-members/> for a general list of Members.

"Parties" means both Canoe and the Supplier collectively, and **"Party"** means either one of them.

"Person" shall be broadly interpreted and includes any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, corporation, with or without share capital, unincorporated association, trust, trustee, or other legal representative, Governmental Authority and any entity recognized by law.

"Personal Information" has the meaning ascribed to it in FOIPPA.

"Program" means the discounted price program designed by the Supplier for the purchase of Goods/Services by Members.

"Program Pricing" means the discounted pricing offered to Members as set out in this agreement.

"Purchase Agreement" or **"Participating Addendum"** means the agreement between the Supplier and a Member for the purchase of Goods/Services in accordance with this Agreement.

"Receiving Party" means, in connection with particular Confidential Information, the Party that received (directly or indirectly) the Confidential Information from the other Party, or the Party that collected or generated the Confidential Information on behalf of the other Party.

"Term" means the term of this Agreement, as set out in Section 1.2.

"Territory" means the provinces or regions identified in Schedule "B" – Supplier Response to the RFP.

"Trade-marks" means the trade-marks, logos, designs and other indicia used to identify and distinguish a Party and its goods or services in Canada and elsewhere, whether these are registered or not, which are set out in Article 4 (Trade-marks).

1.2 Term

This Agreement comes into effect on the Effective Date and shall continue in force for **until April 30, 2027**, unless terminated in accordance with its provisions. That initial term may be extended up to **3** times by a further period of **1** year by Canoe.

1.3 Rules of Interpretation

This Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning.

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- (b) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- (c) The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) "Hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular section or paragraph. References herein to "Article", "Section", or "Schedule" refer to the applicable article, section or schedule of this Agreement.
- (e) If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

1.4 Schedules

The following Schedules are incorporated by reference into and form part of this Agreement:

Schedule A	RFP Particulars
Schedule B	Supplier Response to the RFP
Schedule B1	Pricing
Schedule C	Marketing and Promotion of Agreement

1.5 Order of Priority

In the event of any conflict or inconsistency between any of the Articles of this Agreement and the Schedules to this Agreement, that conflict or inconsistency shall be resolved in the following (descending) order of priority:

- (a) Article 1 to Article 11 of this Agreement;
- (b) Schedule A (RFP Particulars);
- (c) Schedule B (Supplier Response to the Agreement)
- (d) Schedule B1 (Pricing)
- (e) Schedule C (Marketing and Promotion of Agreement)

provided that Schedule A (RFP Particulars) will supersede Article 1 to Article 11 of this Agreement if it expressly references the specific section or Article of this Agreement that it intends to supersede.

ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

- (a) The Parties agree that Canoe administers the Program as set out in this Agreement. Through the Program, Members have the option to purchase from the Supplier, and the Supplier agrees to supply to Members, the Goods/Services at Program Pricing.
- (b) Members using the program may wish to enter into a separate Purchase Agreement or Participating Addendum negotiated directly with the Supplier that contains additional terms and conditions. The terms of that Purchase Agreement cannot be less favorable to the Member than this Agreement, nor shall they conflict with any provision of this Agreement.
- (c) The Parties agree that the Supplier is an independent supplier and is not the agent or partner of Canoe. Nothing contained in this Agreement shall create or be deemed to create the relationship of joint venture, partnership, or agency between the Parties. Neither Party shall represent itself as the joint venturer, partner or agent of the other. The Supplier has no authority to bind Canoe, and will not represent itself as having that authority.

2.2 Responsibilities of the Supplier

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.
- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedules A and B.
- (c) The Supplier will execute the engagement plan set out in Schedules A and B and will refine that plan over the course of the Term, and as reasonably requested by Canoe.

- (d) The Supplier acknowledges that Articles 1-11, Schedules A and B will be posted on www.canoeprocurement.ca.
- (e) The Supplier will provide prompt cooperation to Canoe and its representatives to ensure that the Program is effective and responsive to Members.
- (f) The Supplier will manage the transition of Members into the Program, and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (g) During the Term, the Supplier will continually provide Members with the Program Pricing for all Goods/Services.
- (h) The Supplier will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (i) The Supplier will inform Canoe of important developments within the industry that affect the Program or the Goods/Services.
- (j) The Supplier will maintain the insurance required under Section 11.3 at all times during the Term.
- (k) The Supplier will provide the insurance documents, sales report and pay the administrative fee as required by Canoe on time.

2.3 Responsibilities of Canoe

- (a) Canoe will facilitate and administer the financial and payment aspects of the Program as outlined in this Agreement – including all the Schedules.
- (b) Canoe will act as a liaison between the Supplier and the Members, to help facilitate obtaining any information required in relation to the Program. Canoe will support the Supplier's Program marketing efforts by making information about the Program available to its Members.

2.4 Program Leads

- (a) Canoe and the Supplier will each designate a representative from its organization with the authority and competence to coordinate and manage its contributions to the Program on such Party's behalf (each a "**Program Lead**").
- (b) Once each quarter, or as otherwise reasonably requested by either Party, the Program Leads shall formally review the progress of the Program including any problems, concerns, results and any other information material to the progress and success of the Program. Such review shall occur by teleconference at a time mutually agreeable to the Program Leads.

2.5 No Guaranteed Volumes

Canoe makes no guarantee of the value or volume of purchases of Goods/Services by Members under the Program.

2.6 Exclusivity

Canoe makes no assurances that Members will exclusively purchase Goods/Services from the Supplier. Members are not bound to purchase Goods/Services through the Program and may contract with others for the same or similar goods or services.

2.7 Conflict of Interest

The Supplier shall take reasonable measures to ensure that its directors and officers involved in the Program promptly disclose to it any actual or reasonably suspected Conflict of Interest in connection with the Program. The Parties shall cooperate in determining whether a Conflict of Interest exists and how it will be addressed or avoided, and provided that if the Conflict of Interest cannot be resolved to Canoe's satisfaction, acting reasonably, Canoe may deem the Conflict of Interest to be a material breach of this Agreement by the Supplier.

ARTICLE 3 FINANCIAL MATTERS

3.1 Maximum Pricing

Except for pre-approved adjustments made pursuant to Section 8.1, all Pricing shall be fixed at or below the Pricing listed in Schedule B1 for the entire term of this Agreement including the extension period if exercised.

3.2 Administrative Fees

- (a) During the Term, the Supplier will pay to Canoe the Administrative Fee defined in Schedule B based on the aggregated invoiced value before tax of all Goods/Services acquired by all Members from the Supplier.
- (b) The Administrative Fee will be paid monthly on the fifteenth (15th) day of each month to Canoe via electronic funds transfer ("EFT") at accounting@canoeprocurement.ca.

3.3 Supplier Expenses

If previously agreed to in writing by Canoe, Canoe will reimburse the Supplier for legitimate and reasonable business expenses, upon invoice with proper proof of the expense having been incurred by the Supplier in performance of its activities under the Program.

3.4 Billings and Payment

- (a) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through the Supplier.
- (b) All invoices must include:
 - (i) a 'Bill To' section to the Member address;
 - (ii) a 'Ship To' section that includes the Member name, address, and Canoe Member number;

- (iii) Canoe contract number; and
- (iv) for each type of Goods/Services purchased by the Member:
 - (A) detailed description of what was purchased;
 - (B) quantities, unit price, discount rate(s), and extended price (these prices shall include any Administrative Fee based on Schedule B); and
 - (C) GST, PST, and/or HST number (stated separately).
- (c) Invoices should not include:
 - (i) any statement of an Administrative Fee or commission;
 - (ii) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (d) To the extent Canoe or any Member requests reasonable supporting documentation regarding invoiced amounts, the Supplier shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Supplier's receipt of that request and the delivery of the relevant supporting documentation to Canoe.
- (e) The Supplier shall ensure that any person ordering on behalf of a Member provides the Supplier with the Member's Canoe member number for electronic entry on the invoice.

3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15th) of each month. If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to accounting@canoeprocurement.ca in xls format.
- (c) All reports must include:
 - (i) Member name, number and address, province
 - (ii) Canoe contract number
 - (iii) Purchase order number
 - (iv) Transaction/PO date
 - (v) Accounting date
 - (vi) Delivery date
 - (vii) Sales for the reporting period
 - (A) Total purchase in Canadian dollars

- (B) Itemised shipping, freight, taxes, and earning total
 - (C) Contract applicable spend VS other fees
 - (D) If there are no sales to report, the report will indicate 0\$
- (d) Canoe has approval from participating Members to allow the Supplier to share their purchase data with Canoe for the purpose of financial reporting.
 - (e) The Supplier will provide segmented reporting on each of the provincial associations represented in this RFP.
 - (f) The Supplier will provide a business review to Canoe at least annually to discuss the Program sales performance and the deployment and effectiveness of marketing strategies.
 - (g) The Supplier will gather, maintain and collaborate with Canoe in respect to strategy, opportunities, legislative changes, Members and market intelligence as well as funding trends.
 - (h) The Supplier shall keep and maintain sufficient records in connection with the Program to substantiate that it has performed its obligations hereunder, including as they relate to the payment of the Administrative Fee.
 - (i) Canoe, its authorized representatives, or an independent auditor identified by Canoe may, at Canoe's expense, upon reasonable prior notice to the Supplier, review or audit the Supplier's records regarding the Supplier's performance of its obligations hereunder. The Supplier shall provide reasonable cooperation in connection with the foregoing and shall disclose or grant reasonable access to any information requested by Canoe, its authorized representatives or an independent auditor in connection with the Program or this Agreement.

ARTICLE 4

TRADE-MARKS

4.1 Trade-mark License and Branding

Each Party acknowledges that certain aspects of the Program may be co-branded, such that the name and certain trade-marks of both Parties are used by both Parties in materials prepared in connection with the Program. Each Party agrees that:

- (a) it is the sole owner of all right, title, and interest in and to its Trade-marks;
- (b) any use of the other Party's Trade-marks enures solely to the benefit of that Party and neither Party acquires any rights in the other Party's Trade-marks as a result of such use;
- (c) it shall maintain and exercise control over the character and quality of the use of its Trade-marks as used in association with the Program; and
- (d) whenever it uses the other Party's Trade-marks in accordance with this Agreement, it shall (i) use such Trade-marks strictly in accordance with that other Party's standards of quality and specifications for appearance and style as may be supplied by that Party from time to time; (ii)

use such Trade-marks only in the manner and form approved by that Party; (iii) clearly identify the use of the Trade-marks as a licenced use and identify the other Party as the owner of the Trade-marks, in any manner specified by the other Party from time to time; and (iv) not alter, modify, dilute or otherwise misuse the Trade-marks.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations by Each Party

Each Party represents and warrants to the other that:

- (a) it has the authority to enter into this Agreement and carry out its obligations hereunder, and doing so will not result in a violation by it of any law or any rule, judgment, order, decree or similar act of any Governmental Authority;
- (b) this Agreement has been duly executed by it; and
- (c) it has not granted and shall not grant any rights or licenses and has not entered into and shall not enter into any agreement, either written or oral, that would conflict with this Agreement or the Program.

5.2 Representations by the Supplier

The Supplier represents and warrants that:

- (a) it is properly qualified, licensed, equipped, and financed to provide the Program and perform its obligations under this Agreement and any Purchase Agreement;
- (b) if the Supplier is a manufacturer or wholesale distributor, the Supplier has a documented relationship with a suitable dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Purchase Agreement on behalf of the Supplier – and any such dealer will be considered a subcontractor of the Supplier for the purposes of this Agreement;
- (c) It shall comply with all foreign and domestic applicable federal, provincial and municipal laws and regulations including but not limited to the obligations under *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023, c. 9.
- (d) all of its obligations will be carried out by qualified personnel and all work will be performed in a professional manner;
- (e) it is not aware of any proceeding in progress or pending or threatened that might be expected to have a materially adverse effect on the Program or impact its ability to meet its obligations under this Agreement; and
- (f) after due inquiry, it is not aware of any circumstances which do or might cause a Conflict of Interest in respect of its participation in the Program.

ARTICLE 6

CONFIDENTIAL INFORMATION

6.1 Use and Non-Disclosure of Confidential Information

The Receiving Party agrees not to:

- (a) use Confidential Information for any purpose except to carry out the Program; or
- (b) grant access or disclose Confidential Information to any person except to those agents, directors, officers, employees and contractors of the Receiving Party who are required to have access to the information in order to carry out the Program, and who are bound by obligations to protect the Confidential Information that are substantially similar to those set out in this Agreement (provided that the Receiving Party remains liable for any breach of confidence cause by such persons).

6.2 Protection

The Receiving Party agrees that it will take all reasonable measures to protect the Confidential Information from loss, theft or any use or disclosure not permitted under this Agreement, which measures shall include:

- (a) taking reasonable measures to ensure that only those agents, directors, officers, employees and contractors of the Receiving Party who are required to have access to the Confidential Information in order to carry out the Program have access to such limited Confidential Information as may be necessary for their duties; and
- (b) taking the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, but no less than a reasonable degree of care, given the nature of the Confidential Information.

6.3 Mandatory Disclosure

Notwithstanding Section 6.2(b), the Disclosing Party acknowledges and agrees that the Receiving Party may be required by law or a Governmental Authority to disclose Confidential Information. If the Receiving Party believes that the disclosure of Confidential Information is or is about to be required by law or Governmental Authority, it will notify the Disclosing Party of the circumstances and scope of the disclosure – with an oral notice provided as soon as reasonably possible and as much in advance of the impending disclosure as possible, and such oral notice confirmed in writing promptly thereafter – and will provide reasonable assistance in resisting such disclosure.

6.4 Notice of Unauthorized Use or Disclosure

The Receiving Party agrees to notify the Disclosing Party of any actual or reasonably suspected loss, theft or unauthorized use or disclosure of Confidential Information that may come to its attention – with an oral notice provided immediately, and confirmed in writing promptly thereafter.

6.5 No Proprietary Right

The Receiving Party agrees that it acquires no right, title or interest to the Confidential Information, except a limited right to use that Confidential Information in connection with the Program. All Confidential Information shall remain the property of the Disclosing Party (to the extent possible) and no licence or other right, title or interest in the Confidential Information is granted hereby.

6.6 Return / Non-Use of Confidential Information and Other Related Materials

On receipt of a written demand from the Disclosing Party, and in any event within twenty (20) days after the expiry or termination of this Agreement, the Receiving Party shall immediately return all Confidential Information, including any related Confidential Material, to the Disclosing Party, or, if instructed by the Disclosing Party to destroy any Confidential Information, shall securely destroy that Confidential Information and related Confidential Material and provide a written certificate to the Disclosing Party certifying the destruction of such Confidential Information and Confidential Material. This Section 6.6 shall not apply to routinely made back-up copies of Confidential Information in electronic form, or to archival copies required to be retained under the applicable law, provided that the Receiving Party shall comply with this Agreement in respect of such copies.

6.7 Freedom of Information Laws

- (a) The Supplier acknowledges that Canoe is subject to FOIPPA and that any information provided to Canoe in connection with the Program or otherwise in connection with this Agreement, or held on Canoe's behalf, may be subject to disclosure in accordance with FOIPPA. The Supplier also acknowledges that Members may be subject to other freedom of information legislation, which may similarly require them to disclose any information provided to them or held on their behalf in connection with the Program or any Purchase Agreement.
- (b) To support Canoe's compliance with FOIPPA, the Supplier will:
 - (i) provide Canoe-related records to Canoe within seven (7) days of being directed to do so by Canoe;
 - (ii) promptly refer to Canoe all requests made to the Supplier by third parties referencing FOIPPA or other public sector freedom of information laws;
 - (iii) not access any Personal Information on Canoe's behalf unless Canoe determines, in its sole discretion, that access is permitted under FOIPPA and is necessary in order to provide the Program and/or Goods/Services to Members under the Program;
 - (iv) keep Canoe Confidential Information physically or logically separate from other information held by the Supplier;
 - (v) not destroy any information related to Program Administration until seven (7) years after the termination of this Agreement unless authorized in writing by Canoe to destroy it sooner;
 - (vi) implement other specific security measures requested by Canoe that in the reasonable opinion of Canoe would improve the adequacy and effectiveness of the Supplier's

measures to ensure the security and integrity of Canoe Confidential Information (including, for greater certainty, information about or provided by any Member).

ARTICLE 7 INDEMNITY AND LIABILITY

7.1 Liability for Representatives

Each Party shall be responsible for any breach of this Agreement by its directors, officers, and employees – provided that Canoe shall not be responsible for the decisions, actions or omissions of any Member, including for the performance by any Member of its obligations under a Purchase Agreement.

7.2 Indemnity

(a) Subject to the limitation of liability set out in Section 7.3 (and in the case of Canoe, subject to Section 7.1), each Party (an "**Indemnifying Party**") shall indemnify, defend (at its expense) and hold the other Party (the "**Indemnified Party**") and its directors, officers, employees, contractors and agents (collectively, the "**Indemnitees**") harmless in respect of any action, claim, demand, cost, charge, losses, and expenses (including legal costs on a substantial indemnity basis), whether or not well-founded, ("**Losses**") brought against or suffered by the Indemnitees arising out of or related to:

- (i) claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;
- (ii) claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; or
- (iii) any breach of the Indemnifying Party's obligations, representations or warranties in the Agreement;

except to the extent that such Losses were not caused by the Indemnifying Party or any person for whom it was responsible. The foregoing indemnity shall be conditional upon the Indemnified Party notifying the Indemnifying Party as soon as is reasonably practicable in the circumstances of any Losses in respect of which this indemnity may apply and of which the Indemnified Party has knowledge, and the Indemnitee cooperating with the Indemnifying Party in the defence of any such claim or action. No such claim or action shall be settled or compromised by the Indemnifying Party without the Indemnified Party's prior written consent.

(b) The indemnity obligations hereunder will be enforceable without right of set-off or counterclaim as against the Indemnitee. The Indemnifying Party will, upon payment of an indemnity in full under this Agreement, be subrogated to all rights of the Indemnitee with respect to the claims and defences to which such indemnification relates.

7.3 Limitation of Liability

In no event shall either party, its affiliates or any of their respective directors, officers, employees, agents, or subcontractors, be liable to the other party for any claim for punitive, exemplary, aggravated, indirect, consequential or special damages in connection with this agreement, including without limitation

damages for loss of profits or revenue, or failure to realize expected savings, howsoever derived. The foregoing shall not supersede the terms of any purchase agreement which provide otherwise.

7.4 Equitable Relief

Each Party acknowledges and agrees that, in the event of any breach or anticipated breach of the provisions of this Agreement relating to Confidential Information or privacy, damages alone would not be an adequate remedy, and agree that the non-breaching Party shall be entitled to equitable relief in respect of that breach, such as an injunction, in addition to or in lieu of damages and without being required to prove that it has suffered or is likely to suffer damages.

ARTICLE 8 CHANGES AND TERMINATION

8.1 Product and Pricing Change Requests

- (a) If the Supplier wishes to adjust Program Pricing or Products, the Supplier must provide Canoe with at least thirty (30) days prior written notice to request any increase or decrease in prices using the Change Request Form. To ensure timely consideration of the request, the Supplier must comply with the instructions set out in the Change Request Form.
- (b) Canoe shall consider all duly completed Change Request Forms and shall notify the Supplier of whether the Program Pricing, products or other change is acceptable or not within twenty (20) days of receipt of the Change Request Form. Canoe shall not unreasonably withhold its approval to any requested change – provided that Canoe may refuse any change in Program Pricing prior to the first anniversary of the Effective Date for any reason or without giving any reason.

8.2 Reduction in Scope

Canoe may, on thirty (30) days prior written notice to the Supplier, reduce the scope of the Goods/Services provided under the Program by identifying specific Goods/Services that will not longer be part of the Program.

8.3 Termination by Either Party

A Party may, without liability, cost or penalty, terminate the Agreement on written notice to the other where such other Party fails to perform or observe any material term or obligation of the Agreement and such failure has not been cured within fifteen (15) days of written notice of such failure being provided to that Party.

8.4 Termination by Canoe

Canoe shall be entitled to terminate the Agreement, without liability, cost, or penalty:

- (a) at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days notice to the Vendor;

- (b) on written notice to the Supplier where the Supplier: (i) commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or equivalent legislation; (ii) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (iii) has a receiver and/or manager appointed over its assets or makes an application to do so; (iv) has a resolution or a petition filed or an order made for its winding up; or (v) ceases to carry on business;
- (c) on thirty (30) days' written notice to the Supplier, following the occurrence of any material change in Canoe's requirements which results from regulatory or funding changes or recommendations issued by any Governmental Authority; or
- (d) on written notice to the Supplier if the Supplier breaches in any material respect any of its obligations or covenants hereunder with respect to Confidential Information or privacy.

8.5 Termination by the Supplier

- (a) at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days notice to Canoe;
- (b) on written notice to Canoe where Canoe: (i) commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or equivalent legislation; (ii) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (iii) has a receiver and/or manager appointed over its assets or makes an application to do so; (iv) has a resolution or a petition filed or an order made for its winding up; or (v) ceases to carry on business or operations; or
- (c) on written notice to Canoe if Canoe breaches in any material respect any of its obligations or covenants hereunder with respect to Confidential Information or privacy.

8.6 Orderly Termination

- (a) In the event of termination or expiry of the Agreement, each Party shall cooperate to effect an orderly wind-up of the Program. Within thirty (30) days of termination or expiry, each Party shall pay to the other any amounts owed to that other Party under this Agreement.
- (b) In the event of a termination of this Agreement by Canoe pursuant to Section 8.4, the Supplier shall be liable to Canoe for any costs incurred by Canoe and corresponding Administration Fees as a result of the notice of default and termination of this Agreement.

8.7 No Limitation of Remedies

Any termination of the Agreement shall not limit any Party's rights or remedies either in law or in equity.

8.8 Survival

In addition to any other provision dealing with the survival of obligations hereunder, all of the obligations regarding Confidential Information, privacy, indemnifications, disclaimers and limitations on liability set out in this Agreement shall survive the expiry or termination of this Agreement, as shall all any other provisions which, by their nature, ought reasonably to survive expiry or termination.

Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 9 through 11 survive the expiration or cancellation of this Agreement. All other rights will cease upon expiration or termination of this Agreement.

ARTICLE 9 FORCE MAJEURE

9.1 General

Except as expressly provided otherwise in the Agreement, dates and times by which a Party is required to render performance under this Agreement shall be postponed to the extent and for the period of time that such Party is prevented from meeting such dates and times by an Event of Force Majeure.

9.2 Notice and Performance

Where an Event of Force Majeure occurs, the Party that is delayed or fails to perform shall give prompt notice to the other Party, and shall use reasonable efforts to render performance in a timely manner.

9.3 Right to Terminate

In the event that a Party's inability to perform due to an Event of Force Majeure continues for longer than forty-five (45) days, the Party that received (or which was entitled to receive) notice pursuant to this Article may terminate this Agreement by written notice to the other Party without further liability, expense, or cost of any kind.

ARTICLE 10 DISPUTE RESOLUTION

10.1 General

- (a) Subject to Section 7.4, in the event of any dispute concerning this Agreement, the Parties agree dispute will be escalated to the highest level of management within their respective organization and given at least seven (7) days to resolve the matter in good faith by such persons. Subject to the provisions of the Agreement, each Party shall continue performing its obligations during the resolution of any dispute, including payment of undisputed amounts then due. If a dispute cannot be resolved between the organizations, the parties agree to resolve the dispute through arbitration.
- (b) This Article 10 shall not:
 - (i) apply to claims by third parties; or
 - (ii) prevent either Party from seeking an injunction or other equitable relief pursuant to Section 7.4.

10.2 Election

If elected by a Party, any breach or claim arising out of or relating to this Agreement or the breach thereof, may be settled by arbitration in accordance with the *Arbitration Act*, R.S.A. 2000, Chapter A-43 and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10.3 Arbitration Site and Arbitrator

The arbitration shall be held at the City of Edmonton or at such other site mutually determined by the Parties. Where the Parties are unable to agree upon an arbitrator who is willing to serve within seven (7) days of receipt of a demand to arbitrate by a Party, then either Party may apply to the Court of King's Bench for the appointment of an arbitrator willing to serve.

10.4 Procedure

The arbitrator shall determine the procedure for the arbitration. Such procedure shall include at least one opportunity for written submissions by or on behalf of each Party and may include proceedings by way of exchange of oral argument, hearings with or without witnesses, and such other procedures as the arbitrator deems appropriate. The arbitrator shall have no power to amend the provisions of the Agreement. The proceedings shall be confidential, and the arbitrator shall issue appropriate protective orders to safeguard both Parties' Confidential Information. The arbitrator shall have the right, but not the obligation, to order that the unsuccessful Party pay the fees of the arbitrator, which shall be designated by the arbitrator. If the arbitrator is unable to designate an unsuccessful Party or does not order the unsuccessful Party to pay all such fees, the arbitrator shall so state, and the fees shall be split equally between the Parties.

ARTICLE 11 GENERAL

11.1 Notices

Any notice, demand or other communication to be given or made under this Agreement (a "**Notice**") shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person (including by commercial courier) during a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
- (b) sent by registered mail to the applicable address set forth below; or
- (c) sent by any electronic means of sending messages which produces a paper record (an "**Electronic Transmission**") on a Business Day charges prepaid.

The Parties respective addresses and contact persons are set out in 11.2. Each Notice sent in accordance with this Section shall be deemed to have been received:

- (i) if delivered in person, on the day it was delivered;

- (ii) on the third Business Day after it was mailed (excluding each Business Day during which there existed any general or rotating interruption of postal services due to strike, lockout or other cause); or
- (iii) on the first Business Day after it was sent by Electronic Transmission.

The Parties may change their address for Notice by giving Notice to the other in accordance with this Section.

11.2 Contact Information for Notices

Any Notice to Canoe shall be addressed to:

CANOE PROCUREMENT GROUP OF CANADA
2510 Sparrow Drive
Nisku, Alberta T9E 8N5

Attention: Tyler Hannemann, General Manager
Tel: 780-955-8403
Email: Tyler@canoeprocurement.ca

Any Notice to the Supplier shall be addressed to:

KBH Chartered Professional Accountants

Attention: Karen Masuda, Partner
Tel: 780-229-2806
Email: k.masuda@kbh.ca

11.3 Insurance Obligations

The Supplier shall maintain for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to its contribution to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000.00 per occurrence. The policy shall include the following:

- (a) the Indemnitees as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement or the performance with the Supplier (or its representatives, agents, dealers and distributors) under a Purchase Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation, termination or material change.

The Supplier shall provide Canoe with certificates of insurance or other proof as may be requested by Canoe, that confirms the insurance coverage as provided for above.

The Supplier will maintain Workers Compensation Board coverage throughout the Territory and maintain their Certificate of Recognition designation for the Term.

11.4 Public Announcements

The Supplier shall not make any public statement or issue any press release concerning the Program except with the prior approval of Canoe or as may be necessary, in the opinion of counsel to the Supplier to comply with the requirements of applicable law. When seeking the prior approval of Canoe, the Parties will use all reasonable efforts, acting in good faith, to agree upon a text for such statement or press release which is satisfactory to both Parties.

11.5 Governing Law and Forum

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (excluding any conflict of laws rule or principle that might refer such interpretation to the laws of another jurisdiction). Each Party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters relating to the subject matter of this Agreement.

11.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, which induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement.

11.7 Amendment and Waiver

This Agreement may be amended, modified or supplemented only by a written agreement signed by both Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of either Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

11.8 Severability

If any part of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or invalid, it will, be severed from the rest of this Agreement, which shall continue in full force and effect, so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to either Party.

11.9 Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party.

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances


Each Party will take all necessary actions, obtain all necessary consents, file all necessary registrations and execute and deliver all necessary documents reasonably required to give effect to this Agreement.

11.12 Counterparts


This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by Electronic Transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by Electronic Transmission) will be deemed to be an original; all executed counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

CANOE PROCUREMENT GROUP OF CANADA

By: 
 Tyler Hannemann (Oct 1, 2024 08:50 MDT)
 Name: Tyler Hanneman
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: KBH Chartered Professional Accountants

By: 
 Karen Masuda (Oct 1, 2024 09:19 MDT)
 Name: Karen Masuda
 Title: Partner

SCHEDULE "A"

RFP PARTICULARS

PART A – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by Canoe Procurement Group of Canada (“Canoe”) to prospective proponents on behalf of its members, Rural Municipalities of Alberta (RMA), RMA Insurance Ltd, Canoe Benefits and Genesis Reciprocal Insurance Exchange (Genesis) for financial audit services. The firm(s) will be required to perform full financial audits as further described in PART B - RFP Particulars (the “Deliverables”).

The intent of this RFP includes 4 components:

- 1) Audit of Rural Municipalities of Alberta financial records
- 2) Audit of RMA Insurance Ltd financial records
- 3) Audit of Genesis Reciprocal Insurance Exchange financial records
- 4) Audit of Canoe Benefits LP financial records

The successful proponent(s) will also be invited to enter into an agreement for the Deliverables for Canoe Procurement Group of Canada current and future members.

1.1.2 About Canoe Procurement Group of Canada

CANOE is the lead agency and procurement authority in a group of partners representing MASH, public, and not-for-profit entities across Canada. CANOE is a trade name of the Rural Municipalities of Alberta (RMA), a public entity incorporated in 1923 [by Alberta legislation](#) who has been executing Group Procurement on behalf of its members for 100 years. CANOE is registered in a number of provinces across Canada. On behalf of its partner organizations, CANOE facilitates a competitive solicitation and contracting process on behalf of and based on the needs of itself and Members. This process results in regional and/or national procurement contracts with various Suppliers of products/equipment and services which Member’s desire to procure.

CANOE is governed by publicly elected officials that serve as the RMA Board of Directors. RMA’s Board of Directors oversee and authorize the calls for all new proposals and holds those resulting contracts for the benefit of its own and Members’ use.

CANOE currently serves over 2,400 Member agencies nationally. Both membership and utilization of CANOE contracts continue to expand, due in part to the increasing acceptance of cooperative purchasing throughout the government and education of communities nationally. CANOE is currently partnered with the following provincial counterparts:

Province/Territory	Association
Alberta	Rural Municipalities of Alberta (“RMA”)
British Columbia	Civicinfo BC (“Civicinfo”)

Manitoba	Association of Manitoba Municipalities (“AMM”)
New Brunswick	Union of the Municipalities of New Brunswick (“UMNB”)
Newfoundland & Labrador	Municipalities Newfoundland & Labrador (“MNL”)
Northwest Territories	Northwest Territories Association of Communities (“NWTAC”)
Nova Scotia	Nova Scotia Federations of Municipalities (“NSFM”)
Nunavut	Nunavut Association of Municipalities (“NAM”)
Ontario	Local Authorities Services (“LAS”)
Prince Edward Island	Federation of PEI Municipalities (“FPEIM”)
Saskatchewan	Saskatchewan Association of Rural Municipalities (“SARM”)
Yukon Territory	Association of Yukon Communities (“AYC”)

In addition, the resulting contracts from this RFP can be used by:

- Indigenous self-governing bodies;
- Airport authorities;
- Publicly funded school boards, academic, health, and social service agencies;
- Provincial and territorial governments;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest.

For a list of current and future CANOE members, as well as the current members of the provincial associations represented in this RFP, and other entities represented in this RFP see <https://rmalberta.com/provincial-associations-public-sector-agencies-2022-2-2/> .

1.1.2.1 About RMA Insurance Ltd.

RMA Insurance Ltd. is an insurance agency providing broking services to all RMA members requiring insurance coverage in Alberta and New Brunswick. RMA Insurance is also licensed in Nova Scotia, Prince Edward Island, and Newfoundland and Labrador.

1.1.2.2 About Genesis

Genesis Reciprocal Insurance Exchange (“Genesis”) is an insurance reciprocal established and licenced under the Insurance Act, RSA 2000, c I-3 and provides liability and property insurance in Alberta and New Brunswick.

1.1.2.3 About Canoe Benefits

Canoe Benefits LP is a limited partnership providing employee benefits brokerage services within Canada, specifically Alberta and PEI.

1.1.3 Use of Canoe Contracts

Members typically access contracted goods or services through a purchase order issued directly to the awarded supplier. A Member may request additional terms or conditions related to a

purchase and use a participating addendum. Use of Canoe contracts is voluntary, and Members retain the right to obtain similar equipment, products, or services from other sources.

1.1.4 Public notice of opportunities

Canoe broadly publishes public notice of all solicitation opportunities, including this RFP on the following websites:

- www.bcbid.gov.ca
- www.purchasingconnection.ca
- www.sasktenders.ca
- www.merx.com
- www.gpa.gov.nl.ca
- www.gov.pe.ca/tenders
- www.nbon-rpanb.ca
- www.novascotia.ca/tenders
- <https://canadabuys.canada.ca/en>

1.1.5 Proponent Must Be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with Canoe. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one (1) of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.6 Procurement Portal Registration

All proponents must have a vendor account with Canoe’s electronic Procurement Portal at: <https://canoe.bidsandtenders.ca/> and must be registered as a plan taker for this opportunity. This will enable the proponent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their proposal electronically through the Procurement Portal.

1.2 RFP Contact

To contact Canoe in relation to this RFP, proponents must initiate the communication electronically through the Procurement Portal. Canoe will not accept any proponent’s communications by any other means, except as specifically stated in this RFP.

All communication in relation to this RFP, up to and including the submission of the proposal, must be through the Procurement Portal, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of Canoe, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent(s) will be requested to enter into direct contract negotiations to finalize an agreement with Canoe for the provision of the Deliverables. The terms and conditions found in the Form of Agreement Part E – Draft Master Agreement are to form the basis for commencing negotiations between Canoe and the selected proponent(s).

The selected proponent will be requested to enter into a Contract with RMA, RMA Insurance Ltd. and Genesis for the provision of the Deliverables. The terms and conditions found in the Form of Agreement Part F – Service Contract are non negotiable.

1.3.2 Term of Contract

The initial term of agreement will be for a three-year term; subject to favorable annual performance evaluations based on the successful completion of services. The RMA Group of Companies, in its sole discretion and option, reserves the right to extend the agreement with the successful proponent, to which the total contract term, including all extensions, shall not exceed 5 years.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	See Procurement Portal
Deadline for Questions	See Procurement Portal
Deadline for Issuing Addenda	See Procurement Portal
Submission Deadline	See Procurement Portal
Rectification Period	3 business days if required
Anticipated Execution of Agreement	April 2024

The RFP timetable is tentative only and may be changed by Canoe at any time. For greater clarity, business days means all days that Canoe is open for business.

1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically through the Procurement Portal at:

<https://canoe.bidsandtenders.ca/Module/Tenders/en>

Submissions by other methods will not be accepted. In the event of any technical issues, proponents should contact the Procurement Portal's technical support.

1.5.2 Proposals to Be Submitted on Time

Proposals must be finalized and fully uploaded in the Procurement Portal on or before the Submission Deadline. The time of receipt of proposals shall be determined by the Procurement Portal web clock. Late submissions will not be accepted by the Procurement Portal.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the Procurement Portal, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The Procurement Portal will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the Procurement Portal's technical support immediately.

1.5.3 Proposals to Be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the Procurement Portal, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the Procurement Portal by the Submission Deadline.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the Procurement Portal. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part A]

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

SOLUTIONS-BASED SOLICITATION

This solicitation and contract award process is a solutions-based solicitation; meaning that Canoe is seeking services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by industry standards.

The scope of this RFP is financial audit services. Proponents may include related services to the extent that these solutions are complementary to the audit services being proposed.

1. Requested Services

Canoe is seeking proposals from public accounting firms for Rural Municipalities of Alberta (RMA), RMA Insurance Ltd., Genesis Reciprocal Insurance Exchange (Genesis), and Canoe Benefits LP which require complete professional audit services.

Most importantly, Canoe is seeking auditors as collaborative partner and provide advisory services in order to improve our processes, provide advice, follow our philosophy of everything we do is for the benefit of the members.

Firms may respond with a proposal for services for one or all (preferred) related deliverables described further below.

General Information:

1. Year end is December 31st for Genesis and Canoe Benefits; RMA and RMA Insurance currently has a year end of July 31st but would like to move to December 31st as well in 2024.
2. Finance, Claims Services, Principal Attorney, and some legal services are provided in-house; audit team will have direct access to key personnel.
3. Software utilized: Microsoft Dynamics GP and FigTree.
4. Current actuarial services provided by Axxima.
5. Current investment management services provided by Hobson Chahal Advisory Group, CIBC Wood Gundy.

Required Services:

1. Interim audit work is expected in November or December; final audit work is completed before January 31st.
2. Work within the limited partnership to audit Canoe Benefits.
3. Facilitate the year end change with short year for 2024 for RMA and RMA Insurance.
4. Work directly with the appointed actuary to assist in actuarial report.
5. Provide full audited financial statements including extensive notes in compliance with all IFRS and ASPE standards before February 15th.

6. Provide management letter, audit findings report, auditor's report for the Superintendent of Insurance, report for P&C-1 report, presentation and discussion to the Advisory Board, attendance at Annual General Meeting.
7. Provide annual LAPP audit.
8. Advisory services including participation in 2 board meetings, interim audit, final audit as well as quarterly meetings.

Advisory services throughout the year as needed. The successful firm will be engaged to advise and assume the role of Auditor for the 2024 fiscal year beginning January 1, 2024. Any and all training or discovery is to be completed between April and November with the interim audit process to commence in November or December.

Deliverables	Entity	Audit required	Standard	FY/due date
1	RMA	Financial Records LAPP Payroll ~75 employees	ASPE	31-Jul
2	RMA Insurance	Financial Records	ASPE	31-Jul
3	Canoe Benefits	Financial Records	ASPE	31-Dec
4	Genesis	Financial Records	IFRS	31-Dec

Material disclosure:

RMA, RMA Insurance, Genesis, and Canoe Benefits LP operations are fundamentally different resulting in the need for varied expertise and service levels. RMA is a not-for-profit entity created under an Alberta Provincial Act and follows ASPE accounting standards.

RMA Insurance Ltd. is a wholly owned subsidiary of RMA and follows ASPE accounting standards. Genesis is owned by its subscribers and managed by RMA. It follows IFRS accounting standards. Finally, Canoe Benefits LP is a limited partnership with RMA serving as a general partner. Canoe Benefits is new and does not have prior financial reports available.

The incumbents are MNP and KBH Chartered accountants and they are allowed to participate to this RFP if they chose.

Annual reports is available on RMA's website at <https://rmaalberta.com/wp-content/uploads/2023/10/AnnualReport-2022-2023-1.1-1.pdf>

2. Utilisation of Services – Canoe members

Canoe members may choose but are not obligated to utilise the services during the term of the agreement. In order to utilise the services, members will define their requirements and obtain a short proposal and price quotation from the Consultant.

3. Requirements and Deliverables

Proponents should provide a compelling proposal that will easily and clearly show overall best value based on the scope represented in this Solicitation. Best value will include but not be limited to addressing the following in your RFP submission:

- Competitive pricing across the span of services offered beyond a defined service offering;
- Our Members ask; how fast, how much, how can I access the services, how can I set up my own review, does it matter where I'm located, how easy is it to access the services, how does this support the local economy and is this trade agreement compliant, can my entity benefit by using this contract, is there someone that can answer my questions, do you care about me as a customer, what is the level of service I can expect, how will this impact my entity's operations and bottom line effectively?

To support an industry leading value-based solution, Canoe is requesting that all interested proponents provide a thorough and comprehensive description of their ability to deliver on the Deliverables when answering the questions in the Procurement Portal.

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form and Specification Questionnaires

Proponents should refer to the instructions in the Procurement Portal and provide all required information in accordance with the instructions provided.

2. Pricing

Each proposal must include pricing information that complies with the instructions set out in the Procurement Portal. The payment term is by acceptance of each deliverable by RMA, RMA Insurance, and Genesis.

C. MANDATORY TECHNICAL REQUIREMENTS

Proponents should refer to the instructions in the Procurement Portal and provide all required information in accordance with the instructions provided in the Procurement Portal.

D. PRE-CONDITIONS OF AWARD

- Submission of proof of insurance
- Satisfactory reference check if required by Canoe – RMA – Genesis

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

2024-005 - Financial Audit Services

Opening Date: March 6, 2024 6:00 PM

Closing Date: April 2, 2024 3:00 PM

Vendor Details

Company Name: KBH Chartered Professional Accountants
3825 - 93 Street
Address: Edmonton, Alberta T6E 5K5
Contact: Luc Heath
Email: l.heath@kbh.ca
Phone: 780-463-8101
Fax: 780-463-8101
HST#: 122047335

Submission Details

Created On: Tuesday March 19, 2024 08:19:43
Submitted On: Tuesday April 02, 2024 09:14:10
Submitted By: Luc Heath
Email: l.heath@kbh.ca
Transaction #: b3f8fffe-2ebd-460e-9a47-945170d42f37
Submitter's IP Address: 20.220.218.115

Corporate Profile

Please note that the response to the information is being collected as data collation for internal use only. The response provided has no bearing on the ability for Proponents to respond to this RFP.

Line Item	Question	Response *
1	Proponent Legal Name (and applicable d/b/a if any):	KBH Chartered Professional Accountants
2	Proponent Address:	3825 - 93 Street T6E 5K5
3	Proponent website address:	www.kbh.ca
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Karen Masuda, CPA CA (Partner, k.masuda@kbh.ca, 780-229-2806)
5	Proponent's primary contact for this proposal (name title address email address & phone):	Luc Heath, CPA CA (Partner, l.heath@kbh.ca, 780-229-2830)
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Sheenu Verma, CPA (Senior Associate, s.verma@kbh.ca, 780-229-5182)
7	Proponent GST registration number:	12204 7335 RT0001
8	If the Proponent is representing a consortium, each member of that consortium.	N/A
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	<p>Our History and Longevity Over the last 43 years, KBH has successfully grown from three people to a firm of eleven partners and over fifty team members. During that time, our audit, accounting, advisory and taxation services have expanded to include a wide variety of clientele, including non-profit organizations and charities, regulatory bodies under the authority of Health Profession's Act, private schools and housing bodies, insurers and for-profit entities.</p> <p>As our firm grew, so too has our experience in providing services to charitable and non-profit organizations, both large and small. This range of experience gives us the knowledge and understanding to provide guidance and serve you better.</p> <p>Business philosophy: At KBH, our core purpose is Helping People Succeed. This is a philosophy that inspires every aspect of our business. At KBH, people are defined as our employees, our clients (board members, management, staff and others) and the community at large. The success of all three of these groups is integral to our prosperity. This core purpose is attained through adherence to our core values: Efficiency, Innovation, Integrity, Relationships and Service.</p> <p>Here's what this success looks like to us:</p> <ul style="list-style-type: none"> • Employees. Success for our employees can take on many forms. Completing specific training programs and exams is just one small piece of the puzzle. As our employees grow and develop, they are given more challenging assignments. How they handle these challenges is just another form of success. We are committed to helping our staff succeed in any way we can. • Clients. Client success is typically measured in dollars, but at KBH, success is much more than that. Success can mean meeting certain filing deadlines or making a better-informed decision because of the added insight our firm can provide. As advisors, success for our clients means the completion of an assignment whether that is assurance, financial, taxation, business valuation or management advisory services. • Community. We recognize that KBH is much more than just an accounting firm. We are a part of a thriving community and we intend to be active and contributing participants. Our community involvement takes on many forms; several KBH partners and employees are long-time board members for various organizations and are dedicated to creating positive impact through meaningful charitable focus. We understand that a successful community provides benefits for all.
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	N/A - None

Engagement plan

Line Item	Question	Response
1	Describe your engagement and marketing plan for promoting the Canoe contract. How will you integrate a Canoe-awarded contract into your sales and training process?	Our plan is not to directly market the Canoe contract other than make note of it on our website and some of our marketing materials. We will plan to remain Bronze sponsor for the Spring and Fall conventions and Golf Tournament but otherwise our marketing efforts would be generally limited as a word of mouth firm.
2	Describe your commitment to attending and/or sponsoring member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.) Include specific events you plan to attend/support.	KBH will attend the Golf Tournament, conventions as necessary in the function of auditor and potentially attend trade show conventions as a supplier however as noted above our marketing efforts would remain limited (as would our expectation of referral).
3	Describe how you demonstrate to your sales force and network the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients.	Our marketing department will gain understanding of the value of utilizing group purchasing and strategize how this can be marketed to specific clients that would benefit.
4	If you are awarded a contract, how will you train your sales management, dealer network, and direct sales team s (whichever apply) to ensure maximum impact? Please include how you will communicate your CANOE pricing and other contract detail to your sales force provincially. Upload representative samples of your training materials (if applicable) in the document upload section of your response.	Our marketing department will be asked to communicate with Canoe directly to gain a complete understanding of the benefits of Canoe's group pricing and how it could impact our clients and will provide the partners a strategy to implement.

Reporting

Line Item	Question	Response
1	Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with CANOE including validating that CANOE Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract.	KBH will ensure all assurance engagements priced under the Canoe contract are priced similarly based upon hours at our expected billable rates. The same rates will be used to quote on any engagement as was provided in this proposal. Our professional rules of conduct require that our engagements be performed as outlined in the engagement letter provided to all clients and the terms of these engagement letters will be standardized for any Canoe contract.

Service offering capabilities

Line Item	Question	Reponse *
1	Describe your company's capability to meet the needs of Canoe members across Canada as applicable. Your response should include details around your network of sales and service providers.	KBH is an Alberta firm providing services for clients in many provinces throughout Canada. Though our focus remains in Alberta, KBH has an active network of firms of similar size and values throughout Canada and the US.
2	Describe your service request process and procedures, specifically, how will Canoe member request pricing for their unique deliverables from your company?	KBH understands that servicing clients is more than just a once a year occurrence. We believe that there is an ongoing partnership with each one of our clients throughout the year. As such KBH will provide complimentary consulting services on an annual basis unless we believe a separate engagement is necessary. If this is the case, KBH will propose a per-deliverable fee or per-hour fee as is most appropriate and provide a separate engagement letter for approval before any additional work is performed.
3	Provide a high level description of the additional services that you are offering. The additional services must be complementary to audit services.	<p>You will find KBH to be highly experienced and motivated. Our firm has been providing external audit, accounting, financial and taxation services for 43 years, which allows us to confidently provide qualified support for all types of businesses, individuals and families. The highly knowledgeable professionals on our team have direct experience in providing these services to a wide range of entities.</p> <p>At KBH, our expertise is as diverse as our client base. Our in-house value added services include:</p> <ul style="list-style-type: none">• Financial reporting and compliance;• Taxation;• Management advisory;• Financial advisory;• Mergers and acquisition support/planning;• Succession planning;• Family and testamentary trusts;• Business valuations;• Wealth advisory; and• Accounting and bookkeeping services. <p>Owing to our breadth and depth of expertise and history of attentive client service, the KBH team will ensure that your experience with us will be a positive one, efficiently executed and tailored to meet your unique service needs.</p>
4	Describe your experience with group purchasing, including a list of your firm's current cooperative purchasing contracts in North America.	KBH has audited a number of Insurance Exchanges including Genesis Reciprocal Insurance Exchange in the past, all subject to group purchasing arrangements for insurance policies. Additionally the firm has audit experience with other examples of group purchasing including but not limited to water and gas cooperatives.

Geographical coverage for service offering

Line Item	Province/Territory	Area included in your response *
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/>
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/>
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/>
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/>
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/>
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/>
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/>
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/>
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/>
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/>
11	Québec	<input type="radio"/> <input type="radio"/>
12	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/>
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/>

Project Team - ASPE standard

List the team members who will be assigned to the ASPE audits.

Include as applicable:

- The partner who will be in charge of the audit engagement;
- Any other partners who will be assigned review or quality control functions;
- Principal supervisory and management staff, and;
- Specialists.

☐ We will not be submitting for Project Team - ASPE standard

Line Item	Team member name *	Audit *	Role on team *	Reasons for being selected for this project *
1	Karen Masuda, CPA, CA	RMA Insurance	Engagement Partner - Team Lead	Karen has almost 24 years of experience at the firm and is the partner on various audits of insurance organizations, non-profit organizations and charities. In addition, Karen also provides audit services to a variety of private for-profit corporations. Karen is the assigned partner for all the firm's insurance audits and has over 20 years of experience in this area.
2	Karen Masuda, CPA, CA	RMA	Engagement Partner - Team Lead	Karen has almost 24 years of experience at the firm and is the partner on various audits of insurance organizations, non-profit organizations and charities. In addition, Karen also provides audit services to a variety of private for-profit corporations. Karen is the assigned partner for all the firm's insurance audits and has over 20 years of experience in this area.
3	Karen Masuda, CPA, CA	Canoe Benefits	Engagement Partner - Team Lead	Karen has almost 24 years of experience at the firm and is the partner on various audits of insurance organizations, non-profit organizations and charities. In addition, Karen also provides audit services to a variety of private for-profit corporations. Karen is the assigned partner for all the firm's insurance audits and has over 20 years of experience in this area.
4	Sheenu Verma, CPA	RMA	Engagement Supervisor	Sheenu has spent her career thus far providing audit, accounting and related advisory services for non-profit and for-profit organizations of all sizes.
5	Sheenu Verma, CPA	Canoe Benefits	Engagement Manager	Sheenu has spent her career thus far providing audit, accounting and related advisory services for non-profit and for-profit organizations of all sizes.
6	Luc Heath, CPA CA	RMA Insurance	Engagement Partner / Manager (Note: Same for RMA)	Luc has 17 years of experience in providing audit, accounting and related advisory services. He is the firm's manager assigned to insurance audits in addition to many other non-profit organizations and has provided assurance services on these engagements for the entirety of his experience.
7	Mohini Kumar, CPA, CA	RMA	Standards and Quality Control (Note: Same for entire group)	Mohini is the firm's lead on standards and quality control with over two decades of experience in both areas. Mohini is the partner on various audits of non-profit organizations and charities.

Industry expertise with ASPE standard

Complete this form if you are responding to the ASPE audit.

☐ We will not be submitting for Industry expertise with ASPE standard

Line Item	Question	Project example *
1	Describe the proposed team's experience in conducting audits of Reciprocals, or other self-insurance or pooled insurance programs using the ASPE standard.	Alberta School Boards Insurance Exchange is subscribed to by members of the Alberta School Boards Association and provides first layer property and liability coverage. As auditors of the Exchange since its inception in 2002 our firm has also ensured the Exchange has complied with its filing deadlines with the superintendent of insurance, assisting in the preparation of its annual property and casualty returns and reserve and guarantee fund calculation. We have also advised the Exchange through its initial transition to International Financial Reporting Standards and back to Accounting Standards for Not-for-profit Organizations as the Exchange entered run-off.

Sequence and methods, ASPE audit.

☐ We will not be submitting for Sequence and methods, ASPE audit.

Line Item	Question	Response
1	Please describe your sequence and methods to the services. Indicate the time estimates for each segment of the audit and the staff level to be assigned. Address the approach to audit testing, sampling techniques, and analytical procedures. Explain how the firm would approach work efforts in subsequent years.	See attached document.

Project Team - IFRS standard

List the team members who will be assigned to the IFRS audit.

Include as applicable:

- The partner who will be in charge of the audit engagement;
- Any other partners who will be assigned review or quality control functions;
- Principal supervisory and management staff, and;
- Specialists.

☐ We will not be submitting for Project Team - IFRS standard

Line Item	Team member name *	Role on team *	Reasons for being selected for this project *
1	Karen Masuda, CPA CA	Engagement Partner - Team Lead	Karen has almost 24 years of experience at the firm and is the partner on various audits of insurance organizations, non-profit organizations and charities. In addition, Karen also provides audit services to a variety of private for-profit corporations. Karen is the assigned partner for all the firm's insurance audits and has over 20 years of experience in this area.
2	Luc Heath, CPA CA	Engagement Partner / Manager	Luc has 17 years of experience in providing audit, accounting and related advisory services. He is the firm's manager assigned to insurance audits in addition to many other non-profit organizations and has provided assurance services on these engagements for the entirety of his experience.
3	J.S. Cheng & Partners Inc.	KBH's Specialist: Actuary	J.S. Cheng & Partners Inc. has over 40 years of experience across various P&C actuarial service sectors and has provided actuarial services to KBH for the purposes of audits like GRIE for over a decade.
4	NA	NA	NA
5	NA	NA	NA
6	NA	NA	NA
7	NA	NA	NA

Sequence and methods, Project plan IFRS audit

☐ We will not be submitting for Sequence and methods, Project plan IFRS audit

Line Item	Question	Response *
1	Please describe your sequence and methods to the services. Indicate the time estimates for each segment of the audit and the staff level to be assigned. Address the approach to audit testing, sampling techniques, and analytical procedures. Explain how the firm would approach work efforts in subsequent years.	See attached document.

Industry expertise with IFRS standard

Complete this form if you are responding to the IFRS audit.

☐ We will not be submitting for Industry expertise with IFRS standard

Line Item	Question	Project example *
1	Describe the proposed team's experience in conducting audits of Reciprocals, or other self-insurance or pooled insurance programs using the IFRS standard.	KBH has been the auditor of Genesis for the last five years and has demonstrated that we have extensive experience in conducting such audits. In addition to Genesis, KBH has performed audits for a number of other similar exchanges and other insurers under the IFRS standard including providing advisory services relating to the adoption of IFRS 17.

Staff rotation procedures

Line Item	Question	Response *
1	Describe your firm's policy on staff rotation once assigned to audit. Indicate how you will sustain the quality of staff over the term of agreement.	<p>Every effort will be taken to provide for staff continuity on your engagement team. Team members are selected and nurtured through special training programs and extra responsibilities.</p> <p>We will continue to assign staff to the engagement in a manner that there will always be a familiar face each year. However, if there is turnover on your engagement team, we will endeavor to assign a new person to your team with an equal amount or more experience.</p> <p>Overall, KBH is committed to building a working environment that provides opportunities for personal growth and achievement. Our clients are best served when our people find our Firm to be a rewarding and challenging place to further their career.</p>

Pricing - Canoe members

In this section explain who you will be offering competitive pricing to Canoe members, the discount structure you will offer to members who wish to utilize the contract.

Line Item	The pricing offered is:	Select only 1 yes *	
1	The same as the Proponent typically offers to an individual municipality, university, or school district.	<input checked="" type="radio"/> Yes <input type="radio"/> No	*
2	The same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
3	Better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Proactive disclosure of Artificial Intelligence (AI) in drafting response.

Please note that the response to the information is being collected as data collation for internal use only. The response provided has no bearing on the ability for Proponents to respond to this RFP.

Line Item	Question	Comments
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	No
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	None
3	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	NA

Documents

Proponents are responsible to ensure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by Canoe. If the attached file(s) cannot be opened or viewed, your response Document may be rejected.

Please include the materials requested in PDF. Do not include a proposal, resumes, or promotional materials.

- [Schedule for additional fee-for-service items](#) - Fee Schedule.pdf - Tuesday April 02, 2024 09:12:46
- Method used for yearly pricing adjustment if any (optional)
- [Additional Document](#) - Timing schedule.pdf - Tuesday April 02, 2024 09:12:53

PART D -TERMS AND CONDITIONS OF THE SOLICITATION PROCESS

Proponents should structure their proposals in accordance with the instructions in the Procurement Portal.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its proposal or after receiving notice of selection, may be disqualified.

1.1.1 Ability to Provide Deliverables

The Proponent has carefully examined the Solicitation documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the Solicitation for the rates set out in its proposal.

1.1.1.2 Non-Binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the Solicitation. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

1.1.2 Proposals in English

All proposals are to be in English only.

1.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal, but not attached, will not be considered to form part of its proposal.

1.1.4 Past Performance

In the evaluation process, Canoe may consider the proponent's past performance or conduct on previous contracts with Canoe or other institutions.

1.1.5 Information in SOLICITATION Only an Estimate

Canoe and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this Solicitation or issued by way of addenda. Any quantities shown or data contained in this Solicitation or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this Solicitation.

1.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

1.1.7 Proposal to be Retained by Canoe

Canoe will not return the proposal or any accompanying documentation submitted by a proponent.

1.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

Canoe makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. Canoe may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

1.1.9 Trade Agreements

Proponents should note that (based on the Members looking to purchase under this Solicitation) this procurement process is compliant with the requirements of:

- Comprehensive Economic and Trade Agreement between Canada and the European Union, Chapter 19 (Government Procurement)
- Canadian Free Trade Agreement, Chapter 5 (Government Procurement)
- New West Partnership Trade Agreement, Article 14 (Procurement) and Part V, Section C (Exceptions: Government Procurement)
- Trade and Cooperation Agreement Between Ontario and Quebec, Chapter 9
- Atlantic Procurement Agreement.

1.2 Communication after Issuance of Solicitation

1.2.1 Proponents to Review Solicitation

Proponents should promptly examine all of the documents comprising this Solicitation and may direct questions or seek additional information in writing through the Procurement Portal on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. Canoe is under no obligation to provide additional information, and Canoe is not responsible for any information provided by or obtained from any source other than the Solicitation Contact or the Procurement Portal. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. Canoe is not responsible for any misunderstanding on the part of the proponent concerning this SOLICITATION or its process.

1.2.2 All New Information to Proponents by Way of Addenda

This Solicitation may be amended only by addendum in accordance with this section. If Canoe, for any reason, determines that it is necessary to provide additional information relating to this Solicitation, such information will be communicated to all proponents by addendum posted in the Procurement Portal. Each addendum forms an integral part of this Solicitation and may contain important information, including significant changes to this Solicitation. Proponents are responsible for obtaining all addenda issued by Canoe.

1.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If Canoe determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Canoe may extend the Submission Deadline for a reasonable period of time.

1.2.4 Verify, Clarify, and Supplement

When evaluating proposals, Canoe may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. Canoe may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

1.2.5 Restricted Communications

Proponents that fail to comply with the requirement to direct all communications to the Solicitation Contact may be disqualified from the Solicitation process. Without limiting the generality of this provision, Proponents may not communicate with or attempt to communicate with the following (unless instructed to by the Solicitation Contact):

1. any RMA director, officer, employee or agent (other than the Solicitation Contact);
2. any member of the Evaluation Team;
3. any expert or advisor assisting the Evaluation Team; or
4. any other elected official of any level of government, including any advisor to any elected official.

1.2.6 Authorized Communications, Amendments, Waivers

Proponents are advised that from the date of issue of the Solicitation through any award notification:

1. only the Solicitation Contact is authorized by CANOE to amend or waive the requirements of the Solicitation pursuant to the provisions of this Solicitation; and
2. under no circumstances shall a Proponent rely upon any information or instruction from any commissioner, officer, employee, agent of CANOE or RMA unless the information or instruction is provided in writing by the Solicitation Contact.

1.3 Notification and Debriefing

1.3.1 Notification to Other Proponents

Once an agreement is executed by Canoe and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

1.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Solicitation Contact and must be made within thirty (30) days of such notification. The Solicitation Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at Canoe's location or by way of conference call or other remote meeting format as prescribed by Canoe.

1.3.3 Procurement Protest Procedure

Any proponent with concerns about the Solicitation process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the Solicitation process, it should provide written notice to the Solicitation Contact in accordance with the procurement protest procedures below:

A bid dispute must be submitted within 5 Business Days of the circumstances giving rise to the dispute. To submit a bid dispute, proponents must deliver a written submission containing:

1. The name, address, and telephone number of the Proponent;
2. An indication that the bid dispute is authorized by an authorized signing officer or representative of the Proponent;
3. The Solicitation number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The Proponent's argument and supporting documentation; and
8. The Proponent's proposed resolution. All documentation must be addressed to:

Attention: Chief Executive Officer, RMA Group of Companies
Canoe Procurement Group of Canada
2510 Sparrow Drive, Nisku, Alberta T9E 8N5

EMAIL: proposals@canoeprocurement.ca

Once a bid dispute has been received, the Chief Executive Officer of RMA Group of Companies will initiate a review of the matter. The Chief Executive Officer will complete that review and provide a response to the proponent as soon as reasonably possible, but generally within 10 Business Days.

That response shall be the final response from CANOE regarding the bid dispute.

Filing a bid dispute does not affect a Proponent's ability to participate in ongoing or future procurement opportunities with CANOE.

1.4 Conflict of Interest and Prohibited Conduct

1.4.1 Conflict of Interest

For the purposes of this Solicitation, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

1. in relation to the Solicitation process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
2. having or having access to confidential information of Canoe in the preparation of its proposal that is not available to other proponents;
3. having been involved in the development of the Solicitation, including having provided advice or assistance in the development of the Solicitation;
4. receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Solicitation;
5. communicating with any person with a view to influencing preferred treatment in the Solicitation process (including, but not limited to, the lobbying of decision-makers involved in the Solicitation process); or
6. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Solicitation process or render that process non-competitive or unfair; or
7. in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests;
8. could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
9. could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

1.4.2 Disqualification for Conflict of Interest

Canoe may disqualify a proponent for any conduct, situation, or circumstances, determined by Canoe, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of Canoe may be precluded from participating in the Solicitation process in instances where Canoe has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

1.4.3 Disqualification for Prohibited Conduct

Canoe may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if Canoe determines that the proponent has engaged in any conduct prohibited by this Solicitation.

1.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Procurement Portal.

1.4.5 Proponent Not to Communicate with Media

Proponents must not, at any time directly or indirectly, communicate with the media in relation to this Solicitation or any agreement entered into pursuant to this Solicitation without first obtaining the written permission of the Solicitation Contact.

1.4.6 No Publicity or Promotion

CANOE does not wish any Proponent, including the Ranking Proponent, to make any public announcement or distribute any literature regarding this Solicitation or otherwise promote itself in connection with this Solicitation or any arrangement entered into under this Solicitation without the prior written approval of CANOE.

If a Proponent, including the Ranking Proponent, makes a public statement either in the media or otherwise that is contrary to CANOE's wishes noted above, then:

1. CANOE may disqualify that Proponent; and
2. although CANOE intends to treat all Proposals as confidential, CANOE may disclose any information about a Proponent's Proposal to provide accurate information and/or to rectify any false impression which may have been created.

1.4.7 No Lobbying

Proponents must not, in relation to this Solicitation or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected proponent(s).

1.4.8 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of Canoe; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this SOLICITATION.

1.4.9 Supplier Suspension

Canoe may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

1. illegal or unethical conduct as described above;
2. the refusal of the supplier to honour its submitted pricing or other commitments;
3. engaging in litigious conduct, bringing frivolous or vexatious claims in connection with Canoe's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
4. any conduct, situation, or circumstance determined by Canoe, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, Canoe will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by Canoe in making its final decision.

1.5 Confidential Information

1.5.1 Confidential Information of Canoe

All information provided by or obtained from Canoe in any form in connection with this Solicitation either before or after the issuance of this Solicitation:

1. is the sole property of Canoe and must be treated as confidential;
2. is not to be used for any purpose other than replying to this SOLICITATION and the performance of any subsequent contract for the Deliverables;
3. must not be disclosed without prior written authorization from Canoe; and
4. must be returned by the proponent to Canoe immediately upon the request of Canoe.

1.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Canoe. The confidentiality of such information will be maintained by Canoe, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Canoe to advise or assist with the Solicitation process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this Solicitation, questions are to be submitted to the SOLICITATION Contact.

1.6 Procurement Process Non-Binding

1.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

1. this Solicitation will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
2. neither the proponent nor Canoe will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this Solicitation.

1.6.2 No Contract until Execution of Written Agreement

This Solicitation process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and Canoe by this Solicitation process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

1.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Canoe to enter into an agreement for the Deliverables.

1.6.4 Cancellation

Canoe may cancel or amend the Solicitation process without liability at any time.

1.6.5 Competition Act

Under Canadian law, a Proponent's Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

1.7 Rights of Canoe Procurement Group of Canada – General

In addition to any other express rights or any other rights which may be implied in the circumstances, CANOE reserves the right to (in its sole discretion):

1. make public the names of any or all Proponents;
2. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal;
3. waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
4. contact or not contact any or all references provided by the Proponent;
5. verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal, as described in Section 2.14 (Verification of Information);
6. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with CANOE impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the Solicitation;
7. disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of CANOE, and CANOE determines that no reasonable mitigation is possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of CANOE;
8. disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
9. disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
10. disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - a. are subject to final judgments in respect of serious crimes or other serious offences; or
 - b. have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent – including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Proposal, or have made false declarations to CANOE;
11. disqualify any Proponent if the Proponent has failed to pay taxes;
12. make changes, including substantial changes, to this Solicitation provided that those changes are issued by way of addenda in the manner set out in this Solicitation;
13. accept or reject a Proposal if only one Proposal is submitted;
14. accept any Proposal in whole or in part;
15. reject a subcontractor proposed by a Proponent within a consortium;
16. reject a Proposal:
 - a. if CANOE or RMA has initiated a dispute, claim or litigation with that Proponent;
 - b. if that Proponent has initiated or is involved in a dispute, claim or litigation against CANOE or RMA that CANOE or RMA considers to be frivolous, vexatious, without merit and/or unreasonable;
 - c. if the Proponent has failed to satisfy an outstanding debt to CANOE or RMA;
 - d. if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - e. if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
 - f. if CANOE determines that it would not be in the public interest to accept the Proposal;
 - g. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CANOE; or
 - h. cancel this Solicitation process at any stage (without providing reasons), and thereafter issue a new request for proposals, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this Solicitation.

By submitting a Proposal, the proponent authorizes the collection by CANOE of the information identified in this Solicitation which CANOE may request from any third party.

1.7.1 No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this Solicitation.

1.7.2 Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Canoe to the advisers retained by Canoe to advise or assist with the Solicitation process, including with respect to the evaluation of this proposal.

1.8 Governing Law and Interpretation

These Terms and Conditions of the Solicitation Process (PART D):

1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

2. are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

3. are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.
- End of PART D



I have the authority to bind the Proponent.

- Karen Masuda, Partner, KBH Chartered Professional Accountants

Conflict of Interest

The proponent must declare all potential Conflicts of Interest or unfair advantages as described in this Solicitation. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of Canoe within twelve (12) months prior to the Submission Deadline.

By Selecting "NO" in the box below, the Proponent declares that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the Solicitation.

☒ Yes ☐ No

The Proponent is deemed to have read and taken into account all addenda issued by Canoe.

Please 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 03 Tue March 19 2024 11:25 AM	<input checked="" type="checkbox"/>	2
Non-Disclosure agreement Fri March 15 2024 09:08 AM	<input checked="" type="checkbox"/>	4
Addendum 02 - CAN 2024-005 Fri March 15 2024 08:16 AM	<input checked="" type="checkbox"/>	2
Addendum 01 Mon March 11 2024 12:01 PM	<input checked="" type="checkbox"/>	2

Schedule “B1”

PRICING

Schedule "C"**MARKETING AND PROMOTION OF AGREEMENT**

Once the Agreement is awarded, the Supplier will meet with Canoe to discuss an effective launch strategy, and shall provide:

- Supplier's contact information;
- Customer engagement strategy;
- Access to knowledge sharing materials (e.g., webinars);
- Escalation process;
- Marketing materials, and,
- Other relevant materials.

To support Members, Canoe and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Members by:

- Educating and creating awareness within their dealer and distribution networks about group purchasing, Canoe Procurement Group and the use of Canoe contract by Members;
- Conducting sales and marketing activities directly to onboard Members;
- Providing excellent and responsive Members support;
- Identifying Members savings; and
- Identifying improvement opportunities (e.g., planning priorities, multi-year projects).

Canoe will promote the use of the Agreement with Members by:

- Using online communication tools to inform and educate;
- Holding information sessions and webinars, as required;
- Attending, when appropriate, Members and Supplier events;
- Facilitating Member engagement, where appropriate;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and
- Marketing Supplier promotions.