

PART E – DRAFT FORM OF AGREEMENT

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: Elantis Solutions Inc.

Supplier Corporate Jurisdiction: #2260 – 10123 99th Street NW Edmonton, Alberta T5J 3H1
(the "**Supplier**"), as of

Date of Agreement: November 30, 2024 regarding

RFP No. CAN-2024-018

RFP Title Microsoft SharePoint Advisory and Support 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 November 30, 2027**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of **two (2)** years 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) All Members orders under this Agreement must be issued prior to expiration of this Agreement; however, Supplier performance, Member payment, and any applicable warranty periods or other Supplier or Member obligations may extend beyond the term of this Agreement.
- (d) 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, B and C.
- (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 of Canoe
Tel: 780.955.8403
Email: Tyler@canoeprocurement.ca

Any Notice to the Supplier shall be addressed to:

ELANTIS SOLUTIONS INC.
#2260 - 10123 99th Street NW
Edmonton, Alberta T5J 3H1

Attention: Amy Grendus, Director of Operations
Tel: 587.879.9987
Email: amy.grendus@elantis.com

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 (Dec 11, 2024 10:03 MST)
 Name: Tyler Hannemann
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: ELANTIS SOLUTIONS INC.

By: 
 Name: Amy Grendus
 Title: Director of Operations

SCHEDULE "A"

RFP PARTICULARS

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 Microsoft SharePoint Advisory and Support Services. Proponents may include related services to the extent that these solutions are complementary to the commodity being proposed.

1. Requested services

Canoe seeks to engage qualified IT service provider(s) to deliver advisory and support services for the implementation of Microsoft SharePoint for their current and future Members. The provider(s) will be responsible for assisting with the design, deployment, and ongoing support of SharePoint solutions tailored to the unique needs of the Members, focusing on optimizing collaboration, document management, and workflow automation.

Objectives:

- Provide expert advisory services on SharePoint implementation, including design and configuration tailored to Members’ operational needs for Members requiring E5/G5 licensing structure.
- Ensure a seamless deployment of SharePoint, including data migration, integration with existing systems, and user adoption strategies.
- Deliver ongoing technical support and training to ensure successful long-term use and optimization of SharePoint.

Services included in this RFP:

- 1. Assessment & Planning**
 - Conduct an in-depth assessment of the Members’ current IT infrastructure, document management needs, and collaboration workflows.
 - Develop a detailed implementation roadmap, including system design, migration strategy, risk management, and user adoption plan.
- 2. Implementation Support**
 - Provide hands-on support for the installation, configuration, and deployment of SharePoint, ensuring seamless integration with existing platforms (e.g., Microsoft 365).
 - Assist with data migration from legacy systems to SharePoint while maintaining data integrity and security.
- 3. Customization & Development**
 - Customize SharePoint features and functionalities, including creating custom workflows, forms, and document libraries to meet Members’ requirements.
 - Develop SharePoint solutions to enhance collaboration, document management, and workflow automation across Member organizations.

4. **Training & Documentation**

- Provide training sessions for key stakeholders and end-users on how to effectively use SharePoint, ensuring high user adoption rates.
- Develop comprehensive documentation, including user manuals and system guides, for ongoing internal reference and use.

5. **Ongoing Support & Maintenance**

- Offer ongoing technical support for troubleshooting, system updates, and bug fixes post-implementation.
- Provide regular system health checks, including performance optimization and security updates.

Examples of Key Deliverables:

- Detailed SharePoint Implementation Roadmap
- Fully Configured SharePoint Environment
- Data Migration Report
- User Training Sessions and Documentation
- Ongoing Technical Support and Maintenance Plans

Certifications and Memberships:

- **Microsoft Partner Credentials:**

The service provider must hold 1 or more of the following Microsoft credentials:

- Modern Work
- Content AI Partner
- SharePoint Server Hybrid
- Modern Desktop Administrator Associate
- Azure Solutions Architect Expert (for cloud-hosted SharePoint services)

- **Membership to Records and Information Management organizations:**

The service provider must be a member of 1 or more of the following professional association:

- Association of Records Managers and Administrators (ARMA)
- The Institute of Certified Records Managers (ICRM)
- The Association for Intelligent Information Management (AIIM)

Performance requirement:

Canoe will require Approved Suppliers maintain current their Microsoft Partner Credentials as well as Membership to Records and Information Management organizations for the duration of the Program Agreement. Failure to do so will result in material breach of the agreement and subject to termination.

2. Utilisation of the contract – Canoe Members

Canoe Members may choose but are not obligated to utilise the services during the term of the agreement. There is no minimum guarantee of usage.

3. Requirements

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 and Specification Questionnaires

Proponents must answer specification questionnaires directly into Canoe's Procurement Portal. Proposal materials should be prepared and submitted in accordance with the instructions in the Procurement Portal, including any maximum upload file size.

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

Contractors are required to submit the following information in the Procurement Portal:

Mandatory Submission Requirements	Source of information
Provide in the Procurement Portal proof of 1 or more current Microsoft Partner Credential(s) : <ul style="list-style-type: none"> ○ Modern Work ○ Content AI Partner ○ SharePoint Server Hybrid ○ Modern Desktop Administrator Associate ○ Azure Solutions Architect Expert (for cloud-hosted SharePoint services) 	Document from Microsoft
Provide in the Procurement Portal proof of 1 or more current membership to Records and Information Management organizations: <ul style="list-style-type: none"> ○ Association of Records Managers and Administrators (ARMA) ○ The Institute of Certified Records Managers (ICRM) ○ The Association for Intelligent Information Management (AIIM) 	Letter from the Record and Information Management Organisation(s).

2. Pricing

Each proposal must include pricing information that complies with the instructions set out in the Procurement Portal.

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

E. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will be deemed non-compliant and not proceed to the next stage of the evaluation process.

Proponents must provide their response in Canoe's procurement portal.

Non-Price Rated Criteria Category	Points	Minimum points
Experience -Past experience with public entities using E5/G5 licensing structure -Market share	30	12
Program offering -Services offered -Quality standards -Workforce and resource availability	15	9
Service excellence, Members' ease of access to service offering	15	9
Engagement, marketing and training plan	10	6
Pricing -Discounts offered -Pricing structure -Administrative fee	30	
Total Points	100	

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

CAN-2024-018 - Microsoft SharePoint Advisory and Support Services

Opening Date: October 9, 2024 12:00 PM

Closing Date: November 14, 2024 3:00 PM

Vendor Details

Company Name:	Elantis Solutions Inc.
Address:	10123 - 99 Street Suite 2260 Edmonton, Alberta T5J 3H1
Contact:	Amy Grendus
Email:	sales@elantis.com
Phone:	587-879-9987
Fax:	587-879-9987
HST#:	83941 9777 RT0001

Submission Details

Created On:	Thursday October 10, 2024 13:48:52
Submitted On:	Wednesday November 13, 2024 16:04:14
Submitted By:	Amy Grendus
Email:	sales@elantis.com
Transaction #:	0f988c9c-8cea-4d84-895c-dc727eb3070e
Submitter's IP Address:	70.74.133.223

Proponents must review and complete the requirement lists and questionnaires as part of their submission.

Corporate Profile

Line Item	Question	Response *
1	Proponent Legal Name (and applicable d/b/a if any):	Elantis Solutions Inc.
2	Proponent Address:	#2260 – 10123 99th Street NW Edmonton, Alberta T5J 3H1
3	Proponent website address:	https://www.elantis.com
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Amy Grendus, Director of Operations amy.grendus@elantis.com #2260 – 10123 99th Street NW Edmonton, Alberta T5J 3H1 587.879.9987
5	Proponent's primary contact for this proposal (name title address email address & phone):	Amy Grendus, Director of Operations amy.grendus@elantis.com #2260 – 10123 99th Street NW Edmonton, Alberta T5J 3H1 587.879.9987
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Group inbox for future procurements based on this agreement: sales@elantis.com
7	Proponent GST registration number:	83941 9777 RT0001
8	If the Proponent is representing a consortium, each member of that consortium.	Not applicable
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>ROOTED IN SHAREPOINT SERVICES</p> <p>Elantis is a Microsoft consulting company, incorporated in 2013. We are Canadian owned and operated, with recent expansion to global locations: Elantis has offices in Edmonton, Alberta; Vancouver, British Columbia; Bellevue, Washington; and Bournemouth, UK.</p> <p>Elantis' roots are in SharePoint services, along with other related Microsoft 365 solutions, such as the Power Platform, Purview, and Copilot. We have specialized in SharePoint since our inception over 11 years ago, including implementations, migrations, architecture, security, integration, training, and support.</p> <p>The following are just a few examples of our successful SharePoint projects:</p> <ul style="list-style-type: none">• Alberta Transportation: Alberta Transportation was experiencing challenges with inconsistent methods used for recording information and reporting on projects. Elantis' SharePoint specialists implemented a new project information management system designed to house project related templates and instructions inside a central repository. Each project now has its own site for collaboration activities and document storage. The design focused on best practices and scalability to avoid the need for rework during future SharePoint upgrades.• Simon Fraser University: Simon Fraser University (SFU) was using different platforms such as DocuShare, SharePoint, and physical file copies to store their documents. This disparity created challenges in searching and accessing information, resulting in duplicated documents, outdated versions, and non-standard processes. Elantis performed an assessment to understand SFU's operations and information architecture, with in-person workshops attended by the key stakeholders. We determined their requirements based on current content, challenges, and desired outcomes. The outcome was a remediation roadmap including architecture, migration, training, and governance based on industry standards and best practices.• Winchester District Memorial Hospital (WDMH): WDMH was preparing to upgrade to SharePoint 2019, but their current SharePoint environment, included customizations that created complexities in migration. Elantis performed an assessment to understand WDMH's environment and identify areas for remediation to prepare WDMH for a smooth migration. After completion of these remediation tasks, Elantis developed their SharePoint 2019 environment and performed the migration. This migration was particularly complex due to the nature of WDMH's work as a service provider to external care facilities. With an extensive list of external forms, workflows, and critical business processes available to external partners, maintaining service level agreements with these external users was extremely important. Elantis ensures that all features of the previous SharePoint environment maintained high availability during the migration. <p>GUIDED BY OUR CORE VALUES</p> <p>Everything we do is backed by our core values:</p> <ul style="list-style-type: none">• Do the Right Thing: We do the right thing every time – we act with integrity and we deliver quality. We build trust through genuine relationships and open communication.• Focus on People: The projects we complete for our customers reflect on their careers. Therefore, we take our responsibility to deliver value to our customers very seriously.• Own the Experience: We are personally accountable for delivering on our commitments, in our words, actions, and results. We deliver our very best in all we do for you. <p>OUR PHILOSOPHY: BUILDING LONG TERM RELATIONSHIPS THROUGH EXCEPTIONAL CUSTOMER EXPERIENCE</p> <p>Elantis measures our success by customer satisfaction and referrals, not by sales. That means everything we do is centered on creating an exceptional customer experience. Our goal is to build long term partnerships with all our clients and ensure that you are 100% satisfied with the services we deliver. With this in mind, Elantis delivers high quality service with attention to every detail.</p> <p>Our focus is on working closely with our clients to ensure exceptional customer service and solutions that improve their efficiency, lower their costs, and increase their competitive advantage.</p> <p>Our goal is to change the way people think about consulting companies. Our simple belief is to do right by our customers and do right by our people. Our clients get exceptional results from a team who care about your success. We understand your unique business challenges and develop technology solutions to meet your needs. Because it's not about us – it's about you.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	None.

Bill S-211 declaration

This information is collected for administration purposes only.

Line Item	Bill S-211	Answer *
1	<p>Does the Proponent identify itself as an "entity" as defined under the Fighting Against Forced Labour and Child Labour in Supply Chains Act or "Bill S211"?</p> <p>As per Bill S211 an "Entity" means a corporation or a trust, partnership or other unincorporated organization that</p> <p>(a) is listed on a stock exchange in Canada;</p> <p>(b) has a place of business in Canada, does business in Canada or has assets in Canada and that, based on its consolidated financial statements, meets at least two of the following conditions for at least one of its two most recent financial years:</p> <p>(i) it has at least \$20 million in assets,</p> <p>(ii) it has generated at least \$40 million in revenue, and</p> <p>(iii) it employs an average of at least 250 employees; or</p> <p>(c) is prescribed by regulations.</p> <p>Please note that the response to the information is being collected as data collation for internal use only. The response provided either yes or no has no bearing on the ability for Proponents to respond to this RFP.</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>

Geographical coverage for offering

Line Item	Province/Territory	Do you offer services in this area? *	Area included in your offering for this RFP *	Comments
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis' head office is located in Edmonton, Alberta, and we provide services to clients throughout the province.
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis has a branch office in Vancouver, BC, and we provide services to clients throughout the province.
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
11	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.
12	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elantis provides services throughout Canada, often delivered remotely. However, we can also provide on-site services if needed.

Experience - General

Describe your Experience

Line Item	Question	Response *
1	Describe your public sector experience, standing offers or vendor of record type of contractual arrangement with public sector entities.	<p>Elantis has extensive experience with many Canadian government entities, public sector organizations, and crown corporations. These include:</p> <ul style="list-style-type: none">• Alberta Energy.• Alberta Health.• Alberta Investment Management Corporation.• Alberta Pensions Services Corporation.• Alberta Transportation.• BC Financial Services Authority.• British Columbia Transportation Investment Management Corporation.• Infrastructure Ontario.• FortisBC.• Legislative Assembly Service of Saskatchewan.• London Health Science Centre.• Mackenzie Health.• Simon Fraser University.• St. Joseph's Hospital.• Strathcona County.• The BC College of Nurses and Midwives.• The Canadian Air Transport Security Authority.• The City of Coquitlam.• The City of Delta.• The City of Lethbridge.• The City of London.• The City of Medicine Hat.• The City of Saskatoon.• The City of Surrey.• The City of Vancouver.• The City of Yorkton.• The County of Grey.• The District of North Vancouver.• The District of West Vancouver.• The University of Alberta.• The Vancouver Fraser Port Authority.• Winchester District Memorial Hospital.• Winnipeg Airports Authority. <p>In addition to the above, Elantis is also on a variety of standing offers and vendor lists within the Canadian public sector, such as:</p> <ul style="list-style-type: none">• Alberta Innovates.• BC Housing.• Saskatchewan Government Insurance.• SaskPower.• The City of Burnaby.• The City of Campbell River.• The Government of Alberta.• The Region of Peel.• The Saskatchewan Workers' Compensation Board. <p>We work with Canadian government and public sector under a variety of agreements, depending on their procurement preference and the nature of the services involved. Some of these clients have standing offers or vendor lists for either projects or staffing services, and others have had requests for proposals directly for specific projects or resources. In cases where the projects were small, a formal public procurement may not have been required.</p>
2	What is your Canadian public sector market share for the solutions that you are proposing?	<p>As shown in the above question, Elantis works with a considerable share of the Canadian public sector – particularly in Western Canada. The Canadian public sector market is vast, and we have a strong focus on continuing this growth within the public sector.</p> <p>In demonstration of our experience with public sector clients and our commitment to growing our market share within this vertical, about 40% of our clients were public sector organizations this past year. We are a National Partner of MISA, the Canadian Municipal Information Systems Association, which is specifically designed to provide education and support for IT services within the Canadian public sector space.</p>

3	What do you consider to be the top three market differentiators of your services relative to this solicitation?	<p>Elantis' top differentiators as related to this solicitation include:</p> <ul style="list-style-type: none"> • Depth of experience in SharePoint Services. • Our commitment to client success and long-term relationships. • Strength of experience with the public sector. <p>DEPTH OF EXPERIENCE IN SHAREPOINT SERVICES</p> <p>Elantis has been delivering SharePoint services since our inception nearly 12 years ago. We have a very experienced team, with the majority of our SharePoint team having over 10 year's experience specializing in SharePoint. We have delivered all types of SharePoint projects: design, architecture, implementation, migration, customization, integration, training, and support. This experience has helped us hone our approach, and we have developed a proven methodology for delivering project success.</p> <p>We have a close partnership with Microsoft, meeting monthly with our Microsoft Partner Manager and National Partner Technology Architect in support of growing our partnership, supporting our customers, and building the skills of our technical team. This relationship helps us align our solutions with Microsoft design principles, make recommendations to our clients based on Microsoft's future development, and provide industry insights on new Microsoft products and trends.</p> <p>Our close relationship with Microsoft, our experienced team, and our proven methodology in SharePoint services, ensure that we continually deliver successful SharePoint projects for our clients.</p> <p>Elantis believes the greatest testament to a project's success is not our own perspective, but that of our clients. We consistently we receive positive feedback from our clients at the close of projects. The following are just a few examples of the praise we have received from our clients.</p> <p>The BC Collage of Nurses and Midwives stated: "It's always a leap of faith to start working with a new vendor. I've had my share of disappointments once a contract has been signed. That has most certainly not been the case with Elantis. I cannot imagine undertaking this work without Elantis by our side."</p> <p>Simon Fraser University stated: "Elantis provided value with expert resources and services for our document management projects for our departments and enterprise content management for faculty users. These resources were also able to identify complexities and provide guidance and advice, including licensing options. I would recommend Elantis to any business or university that require their services."</p> <p>Alberta Health stated: "Elantis provides high quality IT consultants and services and takes a unique approach to the customer experience. I highly recommend Elantis and look forward to working with them again."</p> <p>The Alberta Teacher's Association stated: "The Alberta Teachers' Association is very pleased with the partnership we've developed with Elantis. All work is completed with attention to detail, and the development team is very willing to share their expertise and generally go the extra mile to ensure that outcomes well-match expectations. We have been very happy with their development work and professionalism."</p> <p>OUR COMMITMENT TO CLIENT SUCCESS AND LONG-TERM RELATIONSHIPS</p> <p>Elantis measures our success by customer satisfaction and referrals, not by sales. That means everything we do is centered on creating an exceptional customer experience. Our goal is to build long term partnerships with all our clients and ensure that you are 100% satisfied with the services we deliver. With this in mind, Elantis delivers high quality service with attention to every detail. The success of this approach is demonstrated by the positive feedback from our clients, as highlighted above.</p> <p>We pride ourselves on being a consulting company that prioritizes the customer experience above all else. Our commitment to excellence means we are outcome-focused, ensuring that your project is driven by tangible results that exceed your expectations. Transparency is at the heart of our approach—we set realistic expectations from the start and provide honest, straightforward communication throughout the project. With Elantis, you can trust that your project will be handled with integrity and a focus on your success.</p> <p>STRENGTH OF EXPERIENCE WITH THE PUBLIC SECTOR</p> <p>As highlighted throughout our response, Elantis has a strong presence in the Canadian public sector. We have worked with over 30 Canadian public sector organizations over the past few years, and in the last year, about 40% of our clients were public sector organizations. This experience gives us an in depth understanding of the concerns and considerations that are specific to the public sector. We understand the budget constraints, procurement processes, security and compliance requirements, and systems that are common within this vertical.</p> <p>Elantis has developed somewhat of a niche delivering migrations from legacy systems like OpenText eDOCS – a document and records management platform common in the Canadian public sector – and modernizing their systems using Microsoft SharePoint. As evidence of our success in this area, Elantis presented a success story with the District of West Vancouver showcasing their SharePoint migration at the Municipal Information Systems Association (MISA) conference in September 2024. The presentation was delivered to a standing-room-only crowd and generated a great deal of interest from municipalities planning similar initiatives.</p> <p>We are eager to expand our footprint within the public sector, meaning that we will put significant effort into making our agreement with Canoe a success.</p>
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Experience - Projects

Describe your past experience with public entities using E5/G5 licensing structure.

Include details on your 5 most recent projects with public entities. For each project, include: entity name, scope of services provided, dates and project budget, the outcome of each project and lessons learned.

Line Item	Entity name and location *	Project start and end dates *	Project Budget *	Scope of Services Provided *	Project outcomes *	Lessons learned *
1	The District of West Vancouver 750 17th Street, West Vancouver, BC V7V 3T3	Full eDocs Migration – June 2024 to Present Intranet Migration – November 2023 to September 2024 Library Migration Pilot – November 2023 to April 2024 eDOCS Migration Discovery – August 2023 to October 2023 SharePoint Intranet Migration Discovery – July 2023 to October 2023	Full eDocs Migration - \$250,000 Intranet Migration - \$165,000 Library Migration Pilot - \$50,000 1 eDOCS Migration Discovery - \$30,000 2 SharePoint Intranet Migration Discovery - \$15,000	Elantis has supported the District of West Vancouver (the District) through multiple projects: Elantis performed discoveries for migration of the District's content from OpenText eDOCS to SharePoint Online. This information was used to confirm that Microsoft 365 would meet the District's requirements and create a migration strategy. Based on the recommendations in the discovery, Elantis executed a migration pilot for the District's Libraries department to move content from eDOCS to SharePoint Online. The pilot served to validate our migration strategy as determine in the discovery. Based on the success of these projects, we are currently migrating the remainder of the District's content to SharePoint Online. Elantis also redesigned the District's four disparate intranets and migrated content from the legacy intranet platform, Intranet Connections, to SharePoint Online. The intranet migration included collaborative workshops to determine appropriate metadata, information architecture, navigation, and page templates in SharePoint Online.	The migration of the District's intranets, libraries content, and now the entirety of their documents and records to SharePoint, provided a modern, user friendly, and intuitive solution for managing information. It has improved the user experience and alleviated maintenance of the legacy eDOCS system. When the migration is complete, the District will be able to eliminate their eDOCS licensing subscription, resulting in millions of dollars in savings each year. In demonstration of the success of this project, the District presented at the Municipal Information Systems Association (MISA) conference in Whistler BC in September 2024. This showcases the trust built between Elantis and our client, and the care and attention with which we delivered this project.	Change management is often a challenge on large projects like this one, which impact users across the organization. Users can be resistant to changes in daily processes and reluctant to learn new systems. Elantis addressed this by using a phased approach, consisting of a discovery, a pilot, the intranet migration, and then completion of the remainder of the migration. This mitigated risk of user impacts and created champions who could support the change as it was rolled out to various departments.
2	The City of Medicine Hat 580 First Street SE Medicine Hat, AB, T1A 8E6	Budget and TCC Collaboration – October 2023 to March 2024 Power App Deployment – May 2024 to Present SharePoint Consulting SOR – June 2024 to Present	Budget and TCC Collaboration - \$80,000 Power App Deployment - \$190,000 SharePoint Consulting Services - \$45,000	Elantis is on an approved vendor list with the City of Medicine Hat (the City) and have delivered multiple projects for them. As relevant to this procurement, Elantis implemented SharePoint collaboration sites for two key departments: Budgeting and Technical Coordinating Committee (TCC). We also provided one of our SharePoint experts to provide support and perform a discovery of their file share content in preparation for a migration to OneDrive. Elantis is also implementing a Power Apps center of excellence and creating a pilot and developing governance framework for Power Apps usage throughout the organization.	The SharePoint implementation for the Budgeting and TCC departments created a template for SharePoint usage across the City. Users have been slow to embrace the use of Microsoft 365, particularly SharePoint, so this project enabled them to get hands on experience with the platform and the response has been very positive. In demonstration of the success of these projects and the strength of our relationship, the City's Manager of IT Application Services recently presented at one of Elantis' webinars, sharing their Microsoft maturity journey and endorsing their experience working with Elantis.	Due to strict security policies, gaining access to the City's environment was delayed. We agreed to complete their SharePoint project via remote desktop access while they monitored our team's changes to the environment, which resulted in increased involvement from the City but allowed us to keep the work on schedule. In future, we allow additional time for security clearances to be completed and make sure that the client is comfortable with the access required to complete the project.

3	The Alberta Pensions Services Corporation 5103 Windermere Blvd, Edmonton, AB T6W 0S9	SharePoint Managed Services – October 2023 – Present PMO SharePoint Site – September 2020 to January 2021	SharePoint Managed Services - \$65,000 PMO SharePoint Site - \$75,000	Alberta Pensions Services Corporation (APS) required a partner to plan, design, and implement a collaboration workspace in SharePoint Online. This project formed APS's first SharePoint Online deployment. Elantiss collaborated with APS through workshops to understand business requirements, and then designed a SharePoint pilot for their project management office (PMO). We developed a customized Information Architecture, using SharePoint Online modern features, taxonomy, data architecture, forms and workflows. The workflows have automated project management processes and improved tracking of projects. Detailed documentation and training were provided to ensure APS can support the environment long term. Elantiss has since been engaged to support APS' entire SharePoint environment.	The project streamlined processes for APS' PMO, created a better user experience, consistent site structure, and improved productivity and findability of documents. The project sponsor and CIO on the PMO SharePoint Site project had this to say: "Elantiss was excellent in delivering the SharePoint Online project. Any issues were addressed quickly as they go above and beyond unlike other vendors we have used. I look forward to working with them again." The managed services support agreement provides proactive monitoring and maintenance, as well as incident management and request fulfillment. In demonstration of its successful outcomes, this contract was recently renewed for another year.	APS had a firm timeline for the PMO SharePoint Site project completion, however APS' internal delays caused the award and final contract agreement to take place later than planned, which threatened the target deadline. Elantiss worked with APS to determine key features that needed to be delivered before the deadline and then added less critical features later in a phased release. In this way we were able to meet the deadline, achieve all of the business outcomes, and overcome the risks to the desired schedule.
4	FortisBC 16705 Fraser Highway, Surrey, BC V4N 0E8	M365 Consulting Services– January 2024 to Present M365 Assessment – May 2024 to September 2024	M365 Consulting Services - \$500,000 M365 Assessment - \$15,000	FortisBC has engaged Elantiss for Microsoft 365 consulting services – with much of this work centered on SharePoint. The agreement was structured like a temporary staffing model, where our team works under the guidance and direction of the FortisBC team. Within this arrangement, we have created SharePoint sites for their Major Projects division, to enabled internal and external stakeholders to collaborate on various documents. This includes a project site template, automation for updating permissions, B2B setup to enable external collaborators to access the sites securely, custom metadata, and document numbering for auditing and compliance. In addition, we assessed FortisBC's overall Microsoft environment to create a roadmap and identify opportunities for improvement.	The SharePoint sites for the Major Projects Division have created a consistent user experience and streamlined the process to collaborate with stakeholders inside and outside of the organization. It has eliminated the need for manual tracking of documents, which was previously handled via Excel, saving significant time. As evidence of the clients' satisfaction with our services, the contract has been extended, and FortisBC has also recently added an additional resource to this arrangement for the duration of 2025, who will focus on developing a SharePoint extranet. Our Microsoft assessment has also had positive outcomes. We identified key areas for optimization with actional recommendations for governance, security, training, and AI usage.	As mentioned, the agreement with Fortis was to deliver the services under a staff augmentation model where the client is responsible for managing resources and deliverables. However, after we began working with the client, they requested additional support to manage project interdependencies, coordinate their involvement in the project, and reduce their time commitment. In response, Elantiss complemented the assigned SharePoint resource with a project manager to monitor the scope, budget, and schedule on FortisBC's behalf.
5	The District of North Vancouver 355 West Queens Road North Vancouver, BC V7N 4N5	eDocs to SharePoint - Phase2 – June 2023 to October 2024 Consulting Service for Electronic Document & Records Management System – May 2022 to April 2023 SharePoint Migration Discovery – November 2022 to March 2022	eDocs to SharePoint - Phase2 - \$195,000 Consulting Service for Electronic Document & Records Management System - \$75,000 SharePoint Migration Discovery - \$60,000	The District of North Vancouver (the District) was using OpenText eDocs but wanted to consolidate their document and records management on the Microsoft 365 platform. Elantiss performed a detailed discovery and content analysis to create a strategy and roadmap for the District's move to the cloud. We provided a proof of concept to ensure that SharePoint Online would meet their needs. As a result of the discovery engagement and the proof of concept, the District had a clear path to consolidation on the Microsoft platform, including a gap assessment, potential risks, and an estimate of the effort required. The District then engaged Elantiss for the next steps of the migration. This included developing a strategy for records management, recommending a records management solution, documenting the file plan, and defining roles and responsibilities for the migration. We then completed the migration and records management implementation. The migration was carried out in waves, segregating departments or appropriate work groups to help manage change and provide training to each group as they transitioned to Microsoft 365. Regarding records management, retention policies and label were configured using Microsoft Purview.	Elantiss to SharePoint and Purview for document t and records management enabled the District to use their Microsoft 365 licensing without the added complexity and cost of a third-party add in, and eliminated their need for eDOCS. This has saved them millions of dollars in licensing costs.	Per the District's requirements, the migration was completed in multiple waves, with a "rider-driver" approach where the District shadowed Elantiss on initiation migration waves and later took over an increasing share of the migration tasks with Elantiss shadowing and providing guidance. The goal of this approach was to empower the District and provide thorough knowledge transfer for their team. While this approach was ultimately successful, we found that significant consulting time and training was required for the District to feel comfortable completing the migration. As a result, it may have been preferable for Elantiss to simply complete the migration and then provide training on SharePoint after the content had been moved.

Program offering

Describe your program offering.

Question	Reponse *
Provide a description of all the Microsoft SharePoint advisory and support services included in your offer.	<p>Elantiss provides comprehensive SharePoint advisory services and support. We have experience with all of the services noted in this request for procurement, including:</p> <ul style="list-style-type: none"> • Assessments and planning. • Implementation support. • Customization and development. • Training and documentation. • Ongoing support and maintenance. <p>ASSESSMENTS AND PLANNING Elantiss has conducted assessments and planning for SharePoint implementations, intranet design, migrations, information architecture, best practices, and overall health. We provide roadmaps specific to collaboration in SharePoint, as well as records and information management, automation, Copilot, and overarching Microsoft 365 optimization. Some municipal clients for whom we have provided assessments, roadmapping, and planning include FortisBC, the City of Delta, the City of Campbell River, and many others.</p> <p>IMPLEMENTATION SUPPORT Elantiss provides SharePoint implementation, configuration, deployment and integration services for SharePoint. We have a proven approach to SharePoint Online migrations – whether it be from SharePoint on premise, OpenText eDOCS, Drupal, M-Files, Alfresco, or other legacy platforms. For example, Elantiss performed migrations and implementations for the County of Grey, the City of London, the District of North Vancouver, and the District of West Vancouver, and many more.</p> <p>CUSTOMIZATION AND DEVELOPMENT Elantiss is experienced in customizing SharePoint and Microsoft 365 to meet our clients' needs and processes. This includes creating forms and workflows, designing intranets in SharePoint Online, customizing departmental collaboration sites, and integrating SharePoint with other line of business applications. We have customized SharePoint for clients like the City of Lethbridge, the City of Coquitlam, the Legislative Assembly Service of Saskatchewan, and others.</p> <p>TRAINING AND DOCUMENTATION As a standard, all of Elantiss' SharePoint projects include training and documentation. We also offer organizational change management services to support adoption of SharePoint. We can provide training at the administrator, power user, or end user level, depending on our client needs. The training can take a variety of forms, depending on our clients' needs. We have delivered live in-person and virtual training sessions, instructional videos, step-by-step guides, and drop-in sessions to ask questions. We often employ a "train the trainer" approach to empower our clients to become self-sufficient. In addition to training included in all the above projects for our clients, we have also provided training to The Alberta Teachers' Association, the Canadian Air Transport Security Authority, the Vancouver Fraser Port Authority, Mackenzie Health, and many others.</p> <p>ONGOING SUPPORT AND MAINTENANCE Because Elantiss stands behind the solutions we implement, every project includes 30 days' support after the go-live date. Should our clients prefer ongoing support, we offer a highly customizable support services incorporating ITIL and industry best practices. Our clients receive support from skilled personnel focused on delivering results and providing exceptional customer service. We offer proactive service delivery – rather than reactive IT services – with a focus on continuous improvement. Our support includes monthly health checks, optimization, and ongoing support for incidents and requests. Elantiss' support clients include Winchester District Memorial Hospital, the Alberta Pensions Services Corporation, the Winnipeg Airports Authority, and the City of Coquitlam, among many others.</p>

Describe the quality standards and processes you use for the delivery of your services.	<p>Quality processes will typically take one of two forms, depending on the development approach for a given solution: Agile development or traditional/waterfall, as detailed below. Please note that we are often requested to adopt our clients' prescribed model of quality control as well. We are flexible to adapt to our clients' requirements and processes.</p> <p>QUALITY CONTROL IN AGILE DEVELOPMENT Within an agile approach to development, enhancements or ongoing maintenance, the turn-around for releases is very rapid. Rather than making large changes, we instead make smaller, frequent releases to the solution and environment. The key approach within the agile framework is to ensure user stories (i.e., requirements) are captured up front, and then each story is tested prior to release. Where time permits, we also perform regression testing on previous stories. However, on large solutions, it is conceivable that so many stories exist, that a full test cycle would take more time than the actual development and as such, we will often look to identify key stories to test rather than attempt them all. If our clients is using separate environments for development, user acceptance testing, and production, we can use this agile model to move from development to user acceptance testing, and then do a more thorough test cycle prior to a larger release to production.</p> <p>QUALITY CONTROL IN WATERFALL DEVELOPMENT For critical systems, or other areas where quality is very sensitive, we capture a more robust set of requirements. Once the requirements are captured, and before development begins, we document test cases and present these using a Requirement Traceability Matrix. This matrix allows us to ensure we have considered and developed adequate coverage for the solution. As we develop and identify various logical branches within the solution, additional test cases are added. On any release, the full battery of tests will be run to ensure a high-degree of quality assurance, including:</p> <ul style="list-style-type: none"> • Unit testing to confirm the individual components of a solution work correctly in isolation (e.g., an individual form, workflow, or template is free from errors). • Integration testing to confirm the different solution components are working correctly when combined as a group. • Functional testing means testing a specific functionality required by Canoe Procurement Group of Canada, as determined in the requirements traceability matrix. <p>When our team is confident in the quality of the solution, we hand it over to a small group of select users and key project stakeholders for review. Upon approval, the solution will then be expanded to a larger user acceptance testing group who provide feedback. After each user acceptance testing cycle, Elantis incorporates your feedback and resolves any issues uncovered. This staged testing ensures our clients' satisfaction with the solution prior to its release.</p> <p>ESCALATING CONCERNS In the unlikely event that the above does not prevent or correct quality concerns, our clients will be able to escalate any issues. We build relationships on multiple organizational levels to create alignment on a tactical and strategic level to successful service delivery. We provide an account manager, our director of service delivery, and as required, practice leads to back up our onsite resources.</p> <p>The account manager owns the full customer experience and is empowered to act as a strong advocate and escalation point for our clients. They work with the project team, such as our project managers and solution architects, to ensure that projects are delivered on time and on budget. Your account manager is responsible to aggregate, measure, and act on your feedback to continually improve your experience and strengthen our relationship. Overall, your account manager's role is to be a trusted advisor to our clients, helping them to achieve your business goals, and ensuring that Elantis is delivering high-quality services.</p> <p>In addition to the account manager, our Director of Service Delivery, provides an additional escalation point, should it be required. The Director of Service Delivery is responsible for establishing processes that consistently provide a high level of customer service in a cost-effective manner. He oversees the technical resources' scheduling and acts as an escalation point for any capacity, quality, or project management issues. Feedback from our clients is used by the Director of Service Delivery to improve our processes, quality, and performance.</p> <p>In the rare event concerns are still not addressed, our clients can escalate to Elantis' CEO, Dave Roe, at dave.roe@elantis.com or 780-616-5252. Based on our commitment to high quality delivery, our CEO often reaches out proactively to our clients to confirm they are completely happy with the services they receive.</p>
List any ancillary services you would like to offer as applicable as part of your offering.	<p>Elantis provides services across the Microsoft 365 platform, many of which are closely tied to SharePoint. This includes design, development, support and training for applications like:</p> <ul style="list-style-type: none"> • Copilot. • Intune. • Power Apps. • Power Automate. • Power Pages. • Priva. • Purview. • Teams. • Viva. <p>We also offer Microsoft 365 assessments, which help our clients identify areas for improvement and optimization. The Microsoft 365 ecosystem is complex and it continues to evolve rapidly, thus many of our clients wonder how they can get the most from this powerful platform. Our Microsoft 365 assessment creates a roadmap to help customers maximize their return on investment in Microsoft 365 licensing.</p>
Considering the geographical locations included in your offering, describe your workforce and explain how you plan to have the necessary resources available to meet the needs of Canoe Members.	<p>While we have physical offices in Alberta and British Columbia, we have worked with clients throughout Canada and the United States, giving us experience managing projects in multiple locations and supporting clients effectively both in person and remotely. We are happy to travel to our clients' offices or source local experts if required by our clients, however, we often find that collaborating virtually is cost effective and convenient for our clients. Even amongst our local clients, many organizations prefer this way of working as they have a hybrid or remote workforce and are not on-site full time themselves.</p> <p>In demonstration of our success delivering projects virtually, the following are example of some projects we delivered entirely remotely:</p> <ul style="list-style-type: none"> • A large SharePoint migration for the City of London, Ontario that spanned multiple years and was valued at over \$650,000. • A multi-phase SharePoint implementation and migration, consisting of a discovery, roadmap, pilot, migration, training, and support for the Winnipeg Airports Authority. • Design and implementation of an intranet using SharePoint Online, along with moving content from the legacy platform into the new solution for the City of Lethbridge. • Assessing the City of Campbell River's Microsoft 365 environment, including SharePoint Online, to create a roadmap for improvements and optimization. <p>We have a strong bench of SharePoint specialists, and we are confident we will have the necessary resources to meet the needs of Canoe Members. Elantis' growth of over 250% growth since 2018 demonstrates our ability to expand our resource pool and scale to meet growing demands.</p> <p>We have a dedicated in-house recruiter and partnerships with recruitment agencies to maintain a funnel of qualified candidates in case we need to quickly scale our capacity to meet demands. We have multiple approaches to meeting resourcing needs:</p> <ul style="list-style-type: none"> • Talent Pipelining: We continuously identifying and engaging with potential candidates for future roles. By building relationships with candidates over time we are often able to source consultants with specific skillsets very quickly. • Referral Programs: We encourage our employees and contractors to refer qualified candidates. At times, we provide modest financial incentives or other perks to successful referrals. • Professional Networking: We build relationships with professionals in the industry through networking events, conferences, and online to build relationships with passive candidates are open to new opportunities. • Recruitment Marketing: We use various channels such as social media, job boards, and career fairs to actively promote our brand and attract top talent. We are experienced in creating compelling job descriptions to help attract the right candidates. • Diversity and Inclusion Initiatives: Elantis also seeks out candidates from diverse backgrounds to tap into a broader talent pool. We have inclusive hiring practices and promote a culture of diversity and inclusion within our organization. • Partnerships with Educational Institutions: We have collaborated with universities, colleges, and vocational schools to access a pool of recent graduates and talented students who are upskilling. • Technology and Automation: We use technology-based sourcing tools to streamline the sourcing process and identify candidates who are the best fit for the role more efficiently. <p>Perhaps most importantly, Elantis works to build a collaborative relationship characterized by open communication with our clients in order to anticipate their needs. This allows us to proactively build a funnel of desirable resources in advance of planned projects, so we can easily scale to the required capacity.</p>
Include a list of the subconsultant you plan to use as part of your offer.	Not applicable. As specialists in SharePoint with a strong team to deliver these services, Elantis does not plan to use any subconsultants as part of this offer.

<p>Provide a detailed explanation outlining the current certifications that are actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>MICROSOFT CERTIFICATIONS</p> <p>Elantis achieved Microsoft Gold Partner status in 2021. We are currently working towards Microsoft's new Solution Partner Designation Program with a specialization in Business Applications, which was launched late in 2022. Based on our expertise in the Power Platform and SharePoint, Elantis is also certified as a Microsoft App in a Day Delivery Partner.</p> <p>Our team holds the following Microsoft certifications:</p> <ul style="list-style-type: none">• Microsoft Power Platform Solution Architect Expert• Microsoft Power Platform Developer Associate• Microsoft Power Platform App Maker• Microsoft Power Platform Fundamentals• Microsoft Power Platform Functional Consultant• Microsoft Power BI Data Analyst Associate• Microsoft Teams Administrator Associate• Microsoft 365 Identity Services• Microsoft 365 Fundamentals• Microsoft Azure Fundamentals• Microsoft Azure AI Fundamentals• Microsoft Developer Associate• Microsoft Certified: Azure Administrator Associate• Microsoft Certified: Azure Database Administrator Associate• Microsoft Certified: Teams Administrator Associate• Microsoft SharePoint Certified Master.• Microsoft Certified: Security, Compliance, and Identity Fundamentals• Programming in HTML5 with JavaScript and CSS3.• Software Assurance Planning Service.• Managing Microsoft Teams.• Windows Server 2012. <p>INDUSTRY MEMBERSHIPS</p> <p>As required by Canoe Procurement Group for this solicitation, Elantis is a member of the Association for Intelligent Information Management (AIIM). Elantis is also a member of the Municipal Information Systems Association's (MISA) National Partner Program. MISA is a trusted association dedicated to advancing the use of information technology within municipal organizations in Canada</p> <p>CERTIFIED AS A GREAT PLACE TO WORK</p> <p>Elantis has been certified as a Great Place to Work® for three consecutive years. This prestigious recognition stems from a comprehensive, independent analysis, featuring direct feedback from employees through an extensive and anonymous survey that delves into their workplace experiences. This certification comes from the global authority on high-trust, high-performance workplace cultures. In addition to being certified overall as a Great Place to Work®, Elantis has also been recognized multiple specialized categories, including Best Workplace in Alberta, Best Workplaces for Inclusion and Best Workplaces for Today's Youth.</p> <p>These certifications assist in attracting high quality candidates to work with Elantis. The criteria needed to sustain this certification requires Elantis to provide an outstanding workplace culture to our team. Ultimately, this results in high retention rates, quality services, and value to our clients.</p> <p>ADDITIONAL PARTNER CERTIFICATIONS</p> <p>Elantis has been recognized in the Nintex Partner Awards for five consecutive years. Nintex is a process automation and management tool that is closely associated with SharePoint, making it relevant to this procurement. Even for Canoe Members not using Nintex software, these awards and certifications demonstrate our commitment to customer success and technical excellence.</p> <p>One of our team members was recognized in the Nintex Solution Innovation Awards for Individual Excellence in 2023. Elantis as a whole was recognized as the 2022 Nintex Partner Award for Business Transformation. In 2020, we won the Nintex Partner Award in the Regional Spotlight category for the Americas, and in 2019 we won in the Customer Success category. We were also finalists in the 2021, 2018, and 2017 Nintex Partner Awards.</p>
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Engagement , Marketing and Training Plan

Line Item	Question	Response *
1	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	<p>Elantis proposes a multipronged approach to maximize customer engagement and make our agreement with Canoe successful. These efforts are overseen by our Director of Sales and Director of Operations.</p> <p>Elantis has a strong network with thousands of contacts in the public sector, and we will implement an outreach campaign, to build awareness for Elantis' involvement in this solicitation. This list is comprised of a variety of roles – the majority being key IT decision makers. The outreach campaign will be led by our sales team, in particular our Account Manager who is dedicated to public sector clients.</p> <p>Assuming Canoe's approval of Elantis' public statements about our relationship with you, our marketing team will complement the above sales outreach with press releases, blog posts, social media content, and messages in our newsletters related to our relationship with Canoe to promote purchase through this agreement. We would also be interested in holding webinars in partnership with Canoe to drive the success of this arrangement.</p>
2	Describe how you will train your sales force and network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	<p>Elantis uses several approaches to ensure our team is familiar with group purchasing arrangements, like Canoe. We provide overall organizational awareness through internal communications on our intranet and within weekly "all hands" meetings, which includes the entire company. In the case of the Canoe agreement, we will also hold a training session with our sales and marketing teams to make sure the understand the agreement, its advantages, the target market, and messaging. This understanding will be reinforced during weekly sales and marketing meetings.</p> <p>All of Elantis' sales and marketing campaigns are tracked in Salesforce, our CRM, to understand the success of our efforts. This includes KPIs like touchpoints with contacts, target revenue, number of opportunities created, and opportunities won. These metrics are reviewed weekly between the sales and marketing team, and monthly with management, ensuring we don't lose sight of our goal to capture revenue through agreements like these. These reviews include identifying where we have seen success as well as opportunities for improvement, so that we can continue to optimize our approach.</p>
3	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	<p>Elantis takes a programmatic approach for sales and delivery success. As described above, we will first execute internal education, consisting of communication to our entire team, training for our sales and marketing teams, and regular reinforcement to ensure adoption.</p> <p>We will then begin public roll out to our network of thousands of public sector contacts. This consists of:</p> <ul style="list-style-type: none"> • Dedicated sales outreach. • Website content. • Blogs. • Social media posts. • Newsletters. • Webinars. <p>The success of these effort are tracked within our CRM, Salesforce. We track number of contacts, activities, revenue targets, opportunities created, and opportunities won. These metrics are reviewed weekly and monthly with our sales and marketing team, and with management, so that we can adjust our approach based on what is working and what is not, and create corresponding action items.</p>
4	How will you be marketing this contract to your current and potential public sector clients? (e.g. web content, marketing materials, trade shows, conferences, business association meetings, etc.)	<p>As described above, Elantis has a network of thousands of public sector contacts. We reach these through coordinated website content, blogs, social media posts, and newsletters, and would be happy to include content about our relationship with Canoe through these channels. Elantis regularly holds webinars, with registration averaging over 100 for each webinar. Pending Canoe's approval, will would incorporate information about our agreement with you into these webinars – potentially co-hosting events with Canoe and sharing customer success stories from this agreement.</p> <p>Elantis also has Account Managers dedicated to the public sector, who will personally discuss the advantages of this arrangement with our network of contacts.</p> <p>We are a National Partner of MISA, the Canadian Municipal Information Systems Association, which is specifically designed to provide education and support for IT services within the Canadian public sector space. This partnership is an ideal platform to share our arrangement with Canoe.</p> <p>Elantis is also interested in promoting our relationship with Canoe through other appropriate trade shows and conferences.</p>
5	Describe your commitment to attending and/or sponsoring member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	<p>As a growing consultancy, Elantis is always interested in opportunities to network with peers and potential clients, build brand awareness, and provide education to the technology community. As such we are committed to attending and sponsoring relevant industry events, such as trade shows, conventions, golf tournaments, etc.</p> <p>As noted above, Elantis has a regular cadence of webinars in which we provide education to hundreds of registrants per event. We would be happy to co-host events with Canoe or feature customer success stories resulting from this agreement.</p> <p>We have sponsored other events such as the MISA conference in Whistler, BC in September 2024, where we hosted a booth and presented an educational session alongside the District of West Vancouver that featured our success migrating the organization from OpenText eDOCS to SharePoint Online.</p> <p>Elantis also hosted a CIO roundtable in October 2024 that was specifically designed for Canadian municipalities, explaining how to implement records management within SharePoint.</p> <p>We have also sponsored and presented at other industry events like M365 user groups, Microsoft CollabDays, and Microsoft Community Days.</p> <p>We would be happy to promote our agreement with Canoe in future similar events or participate in events hosted by Canoe, so that we can develop our business together.</p>

Member access to services

Describe the process and steps for Members to access the services you offer.

Line Item	Question	Response *
1	List the necessary steps for a Canoe Member to access your services should you be awarded a contract. How will you work Canoe Members to scope their requirements, provide a project plan and quote for their deliverables?	<p>We provide multiple convenient ways for our clients to work with us. Our team can be contacted through our website, through sales@elantis.com, or by reaching out to an Account Manager directly. While the process may vary slightly depending on the client's preferences, the complexity of their requirements, and the nature of the engagement, the following steps are typical:</p> <ul style="list-style-type: none">• An account manager will meet with the client to understand their business goals, the challenges they are facing, and their requirements. Together, we will develop a mutual action plan that outlines their needs, key stakeholders, timelines, and next steps.• If needed, a technical team member, such as a Solution Architect, participates in follow up discussions with the client to refine our understanding of their requirements, confirm our solution approach, and ensure alignment with their business and technical needs. For larger or more complex projects, we often find a beginning with a discovery engagement is effective in creating alignment on requirements, building a clear understanding of their environment, and minimizing the risk of scope and budget changes.• Elantis will draft a statement of work detailing the scope of the project, the responsibilities of all parties, and the budget for the project.• We review the statement of work with the client to ensure it meets their expectations, answer any questions they may have, and confirm their approval.• Upon approval of the statement of work, our project management office coordinates our team and the clients to validate availability and create a project plan. The schedule is approved by the client and the project begins.
2	Describe your firm's approach to managing and resolving disputes, disagreements and issues with clients? Please provide examples of how you handle challenges in a manner to ensure service excellence and maintain strong client relationships.	<p>MANAGING ISSUES EFFECTIVELY</p> <p>To minimize the impact of issues on project success, Elantis prides ourselves on frequent, transparent communication. Our goal is to identify and address any concerns before they become significant issues. We hold formal weekly meetings with clients for every project, with additional communication as needed to overcome any roadblocks and deliver results.</p> <p>For minor issues related to project delivery, we take the following systematic approach:</p> <ul style="list-style-type: none">• Identifying issues: We encourage all team members and stakeholders to raise issues as soon as they are identified. Clients can raise an issue during a weekly status meeting – or at any time, with any member of the Elantis team. The team member will then ensure it is communicated to the Project Manager. Raised issues are added to the project issue log, which is reviewed with the client weekly as a minimum, to ensure the issue is tracked through to closure.• Assessing issues: Upon receiving the issue, the Project Manager will assess it by qualifying and quantifying the impact of the issue, engaging other team members as needed to correctly assess it. Once an issue is qualified, we will understand and log the impact it will have on scope, schedule, costs and quality.• Creating and executing a resolution plan: The Project Manager will assign the issue to a team member for resolution. They also identify additional resources to assist if required, capture the steps required to resolve the issue, and a date that the assignee has committed to resolving the issue by. These details are added to the project issue log. Once the plan has been defined and ownership of the issue is clear, the agreed upon resources execute the plan.• Once an issue is resolved, the owner of the issue updates the Project Manager. If required, documentation is gathered and stored with other project deliverables, to be transitioned to the appropriate operational teams immediately, or at project end, as the issue resolution warrants. The project log is updated with the issue being resolved. <p>Throughout this process, open communication between our team and our client is critical. We provide status updates on the issue resolution weekly at a minimum, but more frequently if needed based on the severity of the issue and how time sensitive it is.</p> <p>A CLEAR ESCALATION PATH</p> <p>In the unlikely event that the above does not prevent or correct the concern, our clients are able to escalate any issues. We build relationships on multiple organizational levels to create alignment on a tactical and strategic level to successful service delivery. We provide an account manager, and our director of service delivery as key points of contact for quick resolution of issues. As a company that is focused on strong relationships and ensuring an exceptional customer experience, our clients also have direct access to our CEO as an escalation point.</p> <p>The account manager owns the full customer experience and is empowered to act as a strong advocate and escalation point for our clients. They work with the project team, such as our project managers and solution architects, to ensure that projects are delivered on time and on budget. Your account manager is responsible to aggregate, measure, and act on your feedback to continually improve your experience and strengthen our relationship. Overall, your account manager's role is to be a trusted advisor to our clients, helping you to achieve your business goals, and ensuring that Elantis is delivering high-quality services.</p> <p>In addition to your account manager, our Director of Service Delivery, Rob Little, provides an additional escalation point, should it be required. The Director of Service Delivery is responsible for establishing processes that consistently provide a high level of customer service in a cost-effective manner. He oversees the technical resources' scheduling and acts as an escalation point for any capacity, quality, or project management issues. Feedback from Canoe Procurement Group of Canada is used by the Director of Service Delivery to improve our processes, quality, and performance. He can be reached at rob.little@elantis.com.</p> <p>In the event concerns are still not addressed, our clients can escalate to Elantis' CEO, Dave Roe, at dave.roe@elantis.com or 780-616-5252. Based on our commitment to high quality delivery, our CEO often reaches out proactively to our clients to confirm they are completely happy with the services they receive.</p> <p>EXAMPLES OF SUCCESSFUL DISPUTE RESOLUTION</p> <p>Elantis was developing a SharePoint-based solution for job tracking for a client, however a bug was uncovered in UAT that impacted the functionality the client required. After troubleshooting, Elantis determined that the bug was the result of a Microsoft error, which Microsoft was in the process of resolving. Naturally, the client did not want to wait until the error was resolved by Microsoft, so after discussion with Elantis, we agreed to resolve the issue by developing a workaround per ITIL best practices.</p> <p>While the bug was not the fault of Elantis, we developed the workaround without charging the client for the additional effort. We also actively monitored Microsoft updates to determine when the error was resolved and the solution could be updated to rely on the originally intended functionality. This example demonstrates willingness to be flexible and our commitment to delivering business results, rather than holding strictly to the agreed upon scope.</p> <p>As another example that demonstrates our commitment to long term relationships, Elantis was performing a migration to SharePoint Online for a Canadian Airport Authority. After a successful discovery and pilot migration, Elantis was in progress of completing the full migration when it came to our attention that there were deep links within migrated files, which would need to be updated to indicate the new file locations after the migration. These deep links were unexpected because they were not in any of the discovery or pilot content that the larger migration was based upon, and our agreement stated that editing content within files was out of scope – however, keeping the links within the files intact was important to the client.</p> <p>As such, Elantis worked closely with the Airport Authority to determine a solution that would be agreeable to both parties. We met with them on multiple occasions to create open and transparent communication, and our CEO also travelled to meet with them personally and make sure that both parties were happy with the resolution. Ultimately, we agreed on an augmented schedule to accommodate this additional work, and provided the extra services at a reduced cost, and worked closely with the client's IT team to minimize rework and reduce the extra effort as much as possible.</p>

Reporting

Question	Response *
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.	<p>At Elantis, sales, contract management, and invoicing are centralized which avoids miscommunications, silos, or difficulties in knowledge transfer, thus preventing the likelihood of non-compliance with the Canoe agreement.</p> <p>Our rates are standardized across clients, with any exceptions requiring management approval. Thus, Canoe members will receive proper pricing.</p> <p>In addition, all invoices are personally checked by management every month to ensure there are no errors, and to manage compliance with our agreements – including that with Canoe.</p> <p>Monthly reports will be generated by our accounting team and reviewed by management to so they are accurate and include all sales under the Canoe contract.</p>
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	<p>Elantis is familiar with providing a variety of reports to clients and partners.</p> <p>We will incorporate the monthly Canoe sales report into our month-end procedures, and will send a sales report to Canoe once we complete our monthly invoicing to all of our clients – typically on the first business day of the month.</p>

- [Mandatory: 1 Current Microsoft Partner credential 1 - Document from Microsoft](#) - Elantis Microsoft Partner Credentials.pdf - Wednesday November 13, 2024 15:55:41
- [Mandatory: 1 Letter confirming current membership from Record and Information Management Organization\(s\)](#) - Elantis Records Management Org Membership.pdf - Wednesday November 13, 2024 15:55:52
- [Hourly rates for services and discounts offered](#) - Elantis Hourly Rates and Discounts.pdf - Wednesday November 13, 2024 15:56:00
- Optional - Current Microsoft Partner credential 2 - Document from Microsoft (optional)
- Optional - Current Microsoft Partner credential 3 - Document from Microsoft (optional)
- Optional - Current Microsoft Partner credential 4 - Document from Microsoft (optional)
- Optional - Current Microsoft Partner credential 5 - Document from Microsoft (optional)
- Optional - Letter confirming current additional membership from Record and Information Management Organization(s) (optional)
- Optional - Letter confirming current additional membership from Record and Information Management Organization(s) (optional)
- Additional Document (optional)

Addenda, Terms and Conditions

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 subject to 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
- Ontario Broader Public Sector (BPS) Procurement Directive

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

- 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:

- is the sole property of Canoe and must be treated as confidential;
- is not to be used for any purpose other than replying to this SOLICITATION and the performance of any subsequent contract for the Deliverables;
- must not be disclosed without prior written authorization from Canoe; and
- 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:

- 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
- 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.ns/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):

- make public the names of any or all Proponents;
- 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;
- waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
- contact or not contact any or all references provided by the Proponent;
- 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);
- 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;
- 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;
- disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- 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;
- disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - are subject to final judgments in respect of serious crimes or other serious offences; or
 - 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;
- disqualify any Proponent if the Proponent has failed to pay taxes;
- 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;
- accept or reject a Proposal if only one Proposal is submitted;
- accept any Proposal in whole or in part;
- reject a subcontractor proposed by a Proponent within a consortium;
- reject a Proposal:
 - if CANOE or RMA has initiated a dispute, claim or litigation with that Proponent;
 - 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;
 - if the Proponent has failed to satisfy an outstanding debt to CANOE or RMA;
 - if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
 - if CANOE determines that it would not be in the public interest to accept the Proposal;
 - select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CANOE; or
 - 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.

- Amy Grendus, Director of Operations, Elantis Solutions Inc.

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 02 - CAN 2024-018 Fri October 25 2024 11:13 AM	<input checked="" type="checkbox"/>	5
Addendum 01 - CAN 2024-2018 Thu October 24 2024 10:59 AM	<input checked="" type="checkbox"/>	4

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.