

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: Cadence Solutions Inc.

Supplier Corporate Jurisdiction: 203, 4103-97 Street, Edmonton, AB T6E 6E9
(the "**Supplier**"), as of

Date of Agreement: December 1, 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 30th, 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:

CADENCE SOLUTIONS INC.
203, 4103-97 Street,
Edmonton, AB T6E 6E9

Attention: Jordan Uytterhagen, Founder & CEO
Tel: 780.935.6901
Email: Jordan@cadencesolutions.ca

11.3 Insurance Obligations

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

- (a) the Indemnitees as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement or the performance with the Supplier (or its representatives, agents, dealers and distributors) under a Purchase Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation, termination or material change.

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

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

11.4 Public Announcements

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

11.5 Governing Law and Forum

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

11.6 Entire Agreement

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

11.7 Amendment and Waiver

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

11.8 Severability

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

11.9 Assignment

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

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances


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

11.12 Counterparts


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

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

CANOE PROCUREMENT GROUP OF CANADA

By: 
 Tyler Hannemann (Dec 11, 2024 10:14 MST)
 Name: Tyler Hannemann
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: CADENCE SOLUTIONS INC.

By: 
 Name: Jordan Uytterhagen
 Title: Founder & CEO

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: Cadence Solutions
Address: 203 - 4103 97 Street
Edmonton, Alberta t6e6e9
Contact: Jordan Uytterhagen
Email: jordan@cadencesolutions.ca
Phone: 780-935-6901
Fax: 780-935-6901
HST#:

Submission Details

Created On: Thursday October 10, 2024 15:22:10
Submitted On: Thursday November 14, 2024 14:38:06
Submitted By: Jerad Uytterhagen
Email: jerad@cadencesolutions.ca
Transaction #: 0b09026a-e4ab-4857-abe2-3d941846bbcf
Submitter's IP Address: 184.67.61.174

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): | Cadence Solutions Inc. |
| 2 | Proponent Address: | 203, 4103-97 Street, Edmonton, AB T6E6E9 |
| 3 | Proponent website address: | cadencesolutions.ca |
| 4 | Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent): | Jordan Uytterhagen Founder & CEO Jordan@cadencesolutions.ca 7809356901 |
| 5 | Proponent's primary contact for this proposal (name title address email address & phone): | Jerad Uytterhagen Business Development jerad@cadencesolutions.ca 587-416-6494 |
| 6 | Proponent's other contacts for this proposal if any (name title address email address & phone): | Lindsay Wierzba Executive Assistant lindsay@cadencesolutions.ca 587-412-2117 |
| 7 | Proponent GST registration number: | GST Number: 842 456 436 RT0001 |
| 8 | If the Proponent is representing a consortium, each member of that consortium. | n/a |
| 9 | Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation. | <p>Cadence Solutions, founded in 2013, has established itself as a leader in digital transformation, with a distinct focus on AI readiness, data governance, and regulatory compliance. Since our inception, we have successfully delivered over 100 projects across 50+ locations in Canada and the US, serving clients across the public sector, provincial, and Local government, education, financial services, utilities, energy, insurance, and other non-profit entities. Many of our past and current clients are already Canoe members. We continually meet out clients' expectations of delivering innovative solutions that enhance operational efficiency, ensure regulatory compliance, and effectively support their goals in M365 SharePoint Advisory and Support Services.</p> <p>Our journey began with a County ECM implementation, where our founder, Jordan Uytterhagen, identified the common gap between client needs and implementation outcomes. This experience inspired the creation of Cadence Solutions, where client priorities and transparency are at the heart of every project. Our core values—, Consistent Resourcing, Cost Control, Honesty, and Delivery—guide our approach. We assign named resources to each project, avoiding the "bait-and-switch" and ensuring top-quality expertise throughout the project lifecycle. Transparency and cost control are integral to our forecasting, allowing us to meet realistic goals and deliver precisely what we promise. This commitment builds trust with our clients, ensuring projects stay on track and aligned with expectations.</p> <p>As a recognized Microsoft partner in Modern Work, Content AI, and a member of the exclusive Microsoft Risk and Compliance Advisory program (one of only 24 partners globally), Cadence Solutions brings deep expertise in Microsoft SharePoint, Microsoft Purview, Microsoft Copilot, and the Power Platform. We empower organizations to leverage these powerful platforms for effective SharePoint integration, enhanced information management, and comprehensive compliance. Our services address the full spectrum of M365 SharePoint services, guiding clients through assessments, strategic planning, and deployment while ensuring data governance and compliance.</p> <p>Our consultants are certified in Enterprise Content Management (ECM) and Enterprise Records Management (ERM) bring unparalleled expertise to every project, ensuring that Canoe members would have access to industry-leading resources and insights. By joining Canoe's vendor list, we would bring a trusted track record of success, a client-centric approach, and cost-effective solutions that meet the high standards of cooperative purchasing. Our commitment to honesty and transparency makes us a reliable partner, dedicated to helping the membership achieve their Microsoft digital transformation goals with confidence.</p> |
| 10 | Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to. | Cadence Solutions has no suspensions or debarments to declare. |

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> | <div><input type="radio"/> Yes</div> <div><input checked="" type="radio"/> No</div> |

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 | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | (Our head office is based in Edmonton) |
| 2 | British-Columbia | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 3 | New-Brunswick | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 4 | Manitoba | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 5 | Newfoundland and Labrador | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 6 | Northwest Territories | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 7 | Nova-Scotia | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 8 | Nunavut | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 9 | Ontario | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 10 | Prince Edward Island | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 11 | Saskatchewan | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |
| 12 | Yukon | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | <div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div> | |

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>Cadence Solutions traces its roots to projects in the Public Sector back to 2013. Our founder, Jordan Uytterhagen, started Cadence after a failed implementation of an enterprise system at a County in the Edmonton metropolitan region.</p> <p>Since then, we have had a significant portion of our business in the public sector, assisting organizations at the municipal, provincial / state, and federal levels with Microsoft 365 implementation projects. Some of our key references in this proposal demonstrate some of these clients, but rest assured, there are many more organizations that we have assisted beyond these. We estimate that our client list is at least 40% public sector entities at this stage of our history.</p> <p>We recognize the unique importance that projects such as Microsoft 365 implementations play in the public sector, and we are dedicated to providing exceptional service to our public sector clients for the greater good. We recognize the impact that poorly built solutions can have on the citizen experience, and we are proud of our track record built on our unique approach that focuses on providing the right tailored solutions with a focus on improving citizen service.</p> <p>Our collaborative approach involves engaging with various stakeholders, including government officials, community organizations, and citizens. This ensures that our solutions are aligned with community needs and enhance public trust. Furthermore, Cadence Solutions prioritizes adherence to regulatory standards and accountability, ensuring that all our solutions comply with relevant laws and guidelines, which promotes transparency in public sector operations.</p> <p>With a proven track record in the public sector and our Microsoft credentials, Cadence Solutions is well-equipped to support Canoe and its entire membership in achieving its Microsoft SharePoint goals. We are committed to delivering innovative solutions that drive efficiency and enhance service delivery. We look forward to this partnership opportunity.</p> <p>We would like to note that we are currently party to a number of pre-qualification lists with the Government of Alberta, including AMSA which is a major standing offer list with the Ministry of Technology and Innovation.</p> |
| 2 | What is your Canadian public sector market share for the solutions that you are proposing? | <p>We are proposing services related to the implementation of Microsoft 365. As such, we will answer this question with the lens of Microsoft 365 market share.</p> <p>Microsoft holds a significant market share in the Canadian public sector, particularly in areas like cloud services, productivity software, and enterprise solutions. Microsoft Azure and Microsoft 365 are widely adopted by government agencies for their flexibility, security, and scalability. Estimates suggest that Microsoft's market share in the Canadian public sector is around 60-80%. This range is based on the number of Canadian Public Sector entities using M365 for productivity/collaboration (including Teams, SharePoint, Purview). This does not necessarily mean that these entities actively use the features available to them in M365 (that they are paying for), but they have the features available to them and do not use them. Whether this be a lack of internal expertise, knowledge, confidence, policy, etc.</p> |
| 3 | What do you consider to be the top three market differentiators of your services relative to this solicitation? | <p>We believe that our top three market differentiators for this RFP lie in the distinctiveness and depth of our approach to delivering Microsoft SharePoint services. These differentiators reflect our commitment to client-focused and saleable solutions and include:</p> <p>Tailored Microsoft SharePoint Solutions</p> <p>We prioritize solutions customized to meet the precise needs of each client. Rather than applying pre-built solutions that might not align fully with organizational goals, we assess and adapt SharePoint to fit each client's specific context and internal information management structures. This approach results in solutions that feel like a natural extension of the organization, empowering users and supporting unique solutions centered around why they wanted to change in the first place rather than forcing adjustments based on vendor standardized templates.</p> <p>Comprehensive Stakeholder Engagement</p> <p>We understand successful SharePoint implementations require more than just technical expertise; they require a clear understanding of the people they impact. We prioritize inclusive stakeholder engagement, recognizing the importance of considering many internal voices, from key stakeholders, power users, technical staff, project managers, to end users. By capturing diverse perspectives, our approach ensures solutions that not only meet regulatory standards but are also universally aligned within the organization. This fosters support for the organization's drive toward their desired future state and minimizes costly project delays.</p> <p>Hands on Training and Support</p> <p>We maximize the effectiveness of these solutions by pairing them with comprehensive training and support. Our hands-on workshops empower end-users and administrators, equipping them with practical skills to utilize SharePoint confidently and independently. This also allows for either "train the trainer training", or training direct to end users, either of which can be chosen based on client preference, or our recommendation based of client factors such as size. Our dedicated support team is available post-implementation to address any challenges, ensuring smooth adoption and enhancing long-term value. This commitment to knowledge and support helps clients achieve their SharePoint goals in a sustained, and immediately impactful way.</p> <p>We feel that these differentiators make us an ideal partner for Canoe Procurement Group members seeking transformative, user-centered Microsoft 365 solutions, especially since we have already proven their effectiveness with many current Canoe members.</p> |

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 * |
|-----------|----------------------------|-------------------------------|------------------|------------------------------|--------------------|-------------------|
|-----------|----------------------------|-------------------------------|------------------|------------------------------|--------------------|-------------------|

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| 1 | Sunshine Coast Regional District | 2021-2023 2024 - Present | Confidential. Out of respect for our clients, we maintain confidentiality around their budgets to protect their financial privacy and uphold the trust of our partnerships. However, we can provide this information upon request in the next phase of the RFP process if required. | The Sunshine Coast Regional District (SCRD) is a regional government located in British Columbia, Canada. Formed in 1967, the SCRD provides various local government services to its residents and communities. The SCRD like most municipalities generates many document types such as bylaws, regulations, policies, reports and more. As the volume of content and records continues to grow, the SCRD needed a comprehensive enterprise content management solution to transform how they create, store and dispose of content. They uncovered the need to use SharePoint Online as their current system could no longer keep up with the demands of the modern work experience such as document coauthoring and remote work. Therefore, to begin their digital transformation, SCRD partnered with Cadence Solutions to help them migrate their Planning and Development division's documents from OpenText Content Server and Share Drives to SharePoint Online. | In order to achieve SCRD's desired goal of adopting and migrating their content into SharePoint Online, Cadence Solutions guided SCRD through 6 key project phases that consisted of: 1. requirements gathering, 2. development configuration, 3. user acceptance testing, 4. migration (OpenText to SharePoint) 5. end user training 6. Go Live in SCRD's production environment. Through each phase Cadence gave SCRD the required expertise and help to guarantee success with SCRD's adoption of SharePoint Online. Cadence solutions configured a SharePoint Online site for the Planning and Development division that aligned with industry best practices to reap the benefits of metadata, document sets, improved searchability, simplified permissions, and live document collaboration. To introduce metadata at scale to migrated documents, Cadence leveraged their in-house document set creation tool to pre create thousands of document sets. This process enabled bulk metadata application during the migration from Content Server to SharePoint Online. With new metadata in place users are able to find content quicker by easily searching, sorting, and filtering by metadata. Additionally, as part of the migration phase, Cadence's in-house migration tool enabled the SCRD to migrate documents and emails from OpenText Content Server to SharePoint Online. This tool ensured the efficient and secure transport of documents between these two systems. Thanks to the tool provided by Cadence, SCRD was able to take ownership of the migration. The SCRD then migrated all Planning and Development documents from Content Server to SharePoint Online with the security knowing their file's contents and metadata were preserved. Upon the completion of the migration the SCRD's end users were able to quickly adapt to SharePoint Online thanks to the extensive training sessions and materials provided by Cadence. | As a result of Cadence's expertise in SharePoint Online and OpenText Content Server the SCRD was able to successfully migrate their documents between Content Server and SharePoint Online. This collaboration not only accelerated the speed at which SCRD could adopt SharePoint Online but also gave SCRD a standardized and repeatable process that has set them up for success with future migrations of their other departments into SharePoint Online. Overall, Cadence's specialized knowledge and proven record of success ensured the SCRD had a seamless digital transformation experience during their transition to SharePoint Online. |
| 2 | Town of Gibsons | 2023 - 2024 | Confidential. Out of respect for our clients, we maintain confidentiality around their budgets to protect their financial privacy and uphold the trust of our partnerships. However, we can provide this information upon request in the next phase of the RFP process if required. | The Town of Gibsons, located in British Columbia, engaged Cadence in a modernization project to transition the Town from a file share into a modern EDRMS. The key problems that the town wanted addressed related to struggles with searching, document management, sharing, collaboration, access control, and a lack of records management. Additionally, the town desired an intranet landing page (SharePoint Hub Site) that could provide employees with quick access to key documents required by employees. | The town's content was migrated from their file share into a SharePoint Online structure with fully automated records management built in. The transition into SharePoint Online helped solve various pain points the town experienced, such as improvements in searchability and sharing, built-in records management, and real-time collaboration. A two-site approach was taken to help achieve the town's needs - the first site to served as the intranet landing page and the other site is the document repository. The document repository was built out following the legislation imposed on municipalities in BC - the LGMA records format. Additionally, this format was built out in a records-first approach while still maximizing the user experience of SharePoint Online features. Our design ensured that users cannot bypass retention but can still have the flexibility to organize content as they do their work. This helped the town solve their struggles with access control, as well as the implementation of seamless records management following the LGMA. | Based on the success of our "records-first" approach, we were able to successfully migrate approximately 1TB of documents into SharePoint Online with automatic retention being applied to files as soon as they landed in SharePoint Online. What made the Go-Live of SharePoint Online for TOG a success was our extensive training and change management plan. Over the course of the project Cadence delivered over 25 user training sessions and 15 tailored change management communications, thus ensuring the seamless transition to SharePoint Online. Now using SharePoint Online, TOG staff can quickly find the files they need, co-author, and share files with fellow staff members, and be confident that business critical records are being retained according to local legislation. |
| 3 | Canadian Forces Morale and Wellness Services - CFMWS | 2023 - Present | Confidential. Out of respect for our clients, we maintain confidentiality around their budgets to protect their financial privacy and uphold the trust of our partnerships. However, we can provide this information upon request in the next phase of the RFP process if required. | Canadian Forces Morale and Welfare Services (CFMWS) is a large organization that operates under a social enterprise business model, with the fundamental belief that they exist to create positive value for their members (similar to Canoe/RMA). With an ongoing transition to cloud solutions, CFMWS desired to move their data onto the Microsoft 365 platform to better support collaboration and legislative compliance. CFMWS, as response to the changing needs of the Canadian Armed Forces (CAF), wanted our programs and services to enhance operational readiness by making members stronger at the individual and community level. Members who are stronger mentally, socially, physically, and financially are better prepared to serve our country and protect Canadian values. | In the initial phase of the project, Cadence was challenged to build a SharePoint-based data management solution for one of CFMWS' departments. Through an agile approach, Cadence helped to define and configure the Microsoft 365 environment to suit and support the business' goal of supporting CAF members. This implementation included developing an information architecture (structure, metadata, etc.) for data, an integration with Dynamics 365 CRM, and third-party solutions for compliance, backup, and email management. Cadence also advised on how to add multi-lingual support to SharePoint for the staff located in Quebec. | The success of the first department has set the foundation and pathway we will continue to follow for the subsequent departments as we continue to implement Microsoft 365 throughout the organization. The department who began to use the solution reported significant improvement in finding their information and appreciated the collaboration features they now have at their fingertips. We continue to be their trusted partner for M365 SharePoint Advisory, Support, and Implementation Services. |

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| 4 | City of Penticton | 2023 | Confidential. Out of respect for our clients, we maintain confidentiality around their budgets to protect their financial privacy and uphold the trust of our partnerships. However, we can provide this information upon request in the next phase of the RFP process if required. | <p>Project Description</p> <p>Implement a blueprint for a scalable and repeatable formula for the City of Penticton to configure their M365 environment with records management best practices. The project saw the pilot department of IT undergo a classification process to identify the types of records used by the department, restructure the information architecture of the department, implement the City's records retention schedule via Microsoft Purview, migrate content from the source location to the new IA, and automatically classify existing and new records.</p> <p>Project Scope</p> <ul style="list-style-type: none">• Analysis of department's records• SharePoint IA configurations<ul style="list-style-type: none">o Use of metadata and document sets• Purview Records Management solution• Defaulting of records management• Migration of content• UAT period• End user training | <p>Outcome</p> <p>A repeatable, scalable standard operating procedure that Penticton utilize for remaining departments in the organization to keep efforts internal.</p> | <p>Lessons learned</p> <ul style="list-style-type: none">• Maximizing the value of their Microsoft E5 licences• Learn the importance of clean information structures• Values of taking the time to classify and clean existing content prior to migration• How to configure SharePoint and Purview follow records-focused best practices. |
| 5 | Village of Lytton | 2021- 2022 | <p>Free.</p> <p>Given the unique circumstance of the wildfire disaster, we understood that the success story of this project would value more than the budget for the project.</p> | <p>Ground up Records Configuration using Microsoft 365. Cadence Solutions donated our time and Microsoft 365 expertise to rebuild the Village of Lytton's records management system after the entire village burnt in a wildfire.</p> <p>In the June of 2021, disaster struck the Village of Lytton, British Columbia. A wildfire engulfed the village destroying approximately 90% of the village's property including all the village's paper records as well as their primary and backup locations for electronic documents and records. Although much was lost, the Town of Lytton needed to rebuild and could do so completely from the ground up, an opportunity that rarely presents itself.</p> <p>The Village of Lytton needed somewhere to begin. Lytton called Cadence Solutions, and we quickly became their preferred system implementer. Cadence built a new Microsoft 365 SharePoint Site in Microsoft E5, based on all their functional activities and created a file plan encompassing all the appropriate retention periods utilizing Microsoft Purview (records management in M365) for Lytton's records and documents. This included a new record retention plan. This solution ensured that all of Lytton's business activities are captured securely online and protected from inaccurate disposition.</p> <p>Furthermore, Cadence provided municipal sector best practice recommendations for Lytton to follow for years to come.</p> <p>Lytton can now store all their records in SharePoint Online. SharePoint Online and Microsoft Purview now act as an essential cloud repository always giving Lytton confidence that, their records will be properly stored and retained securely. The new records cloud repository prevents further incorrect record dispositions.</p> <p>As part of this implementation project, all of Lytton's departments now have an organized online storage space for every one of their records; they can access them anytime from anywhere giving them the enhanced business connectivity that modern organizations strive for.</p> <p>The Village of Lytton is a remarkable example for organizations that are starting their records management journey in Microsoft SharePoint.</p> <p>"Cadence stepped up to help us after we lost almost all of our records including the majority of our bylaws and policies. They worked with our team to create a records management system where we could securely store all of our records regarding the rebuild of Lytton in a safe, logical, and secure manner. The staff at Cadence was knowledgeable, available, easy to work with, and helped to set Lytton up for a successful future." – Corporate Rebuilding Lead.</p> | <p>Cadence built a new Microsoft 365 SharePoint Site in Microsoft E5, based on all their functional activities and also created a file plan encompassing all the appropriate retention periods utilizing Microsoft Purview for Lytton's records and documents; this included a new record retention plan. This solution ensured that all of Lytton's business activities were captured securely online and protected from inaccurate disposition.</p> <p>SharePoint Online and Microsoft Purview now act as an essential cloud repository always giving Lytton confidence that, their records will be properly stored and retained securely. The new records cloud repository prevents further incorrect record dispositions.</p> <p>As part of this implementation project, all of Lytton's departments now have an organized online storage space for every one of their records; they can access them anytime from anywhere giving them the enhanced business connectivity that modern organizations strive for.</p> | <p>Lytton learned how to store all their records in SharePoint Online. .</p> <p>Furthermore, Cadence provided municipal sector best practice recommendations for Lytton to follow for years to come.</p> <p>Cadence stepped up to help the Village of Lytton after we lost almost all of our records including the majority of our bylaws and policies. They worked with our team to create a records management system where we could securely store all of our records regarding the rebuild of Lytton in a safe, logical and secure manner. The staff at Cadence was knowledgeable, available and easy to work with and helped to set Lytton up for a successful future." Shannon Story – Corporate Rebuilding Lead</p> |

Program offering

Describe your program offering.

| Question | Reponse * |
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| Provide a description of all the Microsoft SharePoint advisory and support services included in your offer. | <p>We offer 6 key Microsoft SharePoint advisory and support services (pricing for these services is provided in the pricing section and uploaded document):</p> <p>1) SharePoint Governance Playbook Development</p> <p>This is an advisory program offering which is particularly useful for organizations who have either, not yet implemented SharePoint Online, or are unsure how to proceed in its setup and design. In this 2-3 month engagement, we do a rapid diagnostic of the organization, understand how they work and their current pain points, and develop a succinct document which provides recommendations on how to leverage SharePoint Online and any related tools to accomplish their goals. This project results in the creation of a roadmap that is tailored to their organization, which will prioritize tasks that have the most value toward improving operations. We place particular emphasis on the usability and scalability of the proposed Microsoft SharePoint system.</p> <p>o This tailored SharePoint Governance Playbook addresses many key topics: Information Architecture: Recommendations for structuring sites, document libraries, and folders for optimal document organization. Metadata Structure: Suggested tagging and metadata systems for efficient document classification and retrieval. Permissions and Security Model: A framework for securing documents and maintaining data protection standards. Policy and Governance Guidance: Recommendations for implementing governance policies that ensure compliance and data integrity. Retention and Compliance Recommendations: Strategies for document retention protocols and compliance considerations. Advanced Purview Features: Guidance on leveraging Data Loss Prevention (DLP), eDiscovery, Sensitivity Labeling, and other features to enhance document management and security. Ongoing Management and Support: Recommendations for long-term management of Microsoft 365. Training & Change Management Planning: Identification of training and change management needs to support smooth adoption. Migration Options Analysis: Strategic insights on data migration options into SharePoint Online. Average Timeline: 2-3 Months</p> <p>2) Microsoft SharePoint Health Check Engagement</p> <p>This is a technical advisory product which checks their current SharePoint Online environment against 150+ dimensions of digital health. In doing so, we highlight the top 10 areas of improvement and provide a roadmap toward closing those key gaps step by step.</p> |

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| <p>The Approach</p> <p>It is a holistic assessment designed to optimize Microsoft 365 environments. Our approach examines three core dimensions: People, Process, and Platform. Through workshops, we engage with a client's team to understand SharePoint usage and proficiency, analyze documentation and workflows to ensure procedural consistency, and conduct a technical review of the SharePoint platform to identify potential security and performance improvements.</p> <p>The Benefits</p> <p>Gain valuable, tailored insights into your organization's usage, with a clear roadmap to align current practices with leading industry standards. Our custom-tailored insights reflect an organization's current state and provide a realistic analysis of how they can progress towards meaningful improvements.</p> <p>Key Features</p> <ul style="list-style-type: none"> • Educational workshops to gather requirements and educate your team • Identified opportunities for improvement within your information governance • Recommendations on Microsoft software to achieve governance <p>Average Timeline: 2-4 Months</p> | <p>3) Microsoft SharePoint Implementation and Support Services</p> <p>These projects are wide ranging and can have very flexible scope. Generally, they follow the path of Plan > Design > Build > Test > Train > Launch, but some stages may be lengthened or shortened based on key needs. Some examples of changes in scope include number of departments (pilot department vs. whole organization) or features of the Microsoft 365 stack (e.g. not implementing Purview). These projects require discussions to scope properly up front, but can be modified to exactly suit the budget, capacity, and most pressing needs of the organization. These implementation projects often span multiple products in the Microsoft 365 stack and have the capability to truly transform a client's operations with any number of tools within the ecosystem. Below is some added insight into each stage of our base implementation services.</p> <p>Stage 1: Plan</p> <p>In the planning phase, we focus on defining the project's scope, timeline, and objectives in collaboration with key stakeholders. We finalize the project schedule, identify necessary resources, and establish project management tools to ensure smooth progression. Our approach emphasizes open communication and collaboration from day one, setting a clear foundation for the project. By the end of this phase, the team has a comprehensive understanding of the project structure and is fully aligned with timelines and processes.</p> <p>Stage 2: Design</p> <p>In this stage, we assess the client's current environment and gather requirements through interactive workshops with key business users. These workshops help us to design a SharePoint Online environment tailored to meet specific organizational needs. We develop technical and business specifications that outline how SharePoint Online and Microsoft Purview will address identified gaps. This stage ensures that all design elements align with the client's operational requirements and long-term goals.</p> <p>Stage 3: Build</p> <p>During the build phase, our team configures the SharePoint Online environment based on the specifications developed in the design phase. Weekly demos allow stakeholders to provide feedback, ensuring that adjustments can be made as necessary. Concurrently, clients are encouraged to prepare their data for migration. By the end of this stage, a test-ready SharePoint environment is complete, ready for validation in the next phase.</p> <p>Stage 4: Test</p> <p>In the testing phase, Cadence Solutions facilitates User Acceptance Testing (UAT) with a select group of users. We guide users through the testing process and gather feedback to identify any issues that require remediation. Testing includes an initial data migration of 5% to validate the setup. We complete multiple cycles of testing and corrections to ensure a smooth transition, culminating in final approval from users that the environment meets their needs.</p> <p>Stage 5: Train</p> <p>We conduct training sessions tailored to the needs of users and administrators, equipping them to effectively use SharePoint Online and the configurations made. Training materials are customized and may include options such as administrator training, end-user support, and specialized coaching. Simultaneously, we prepare the production environment and execute the full migration of data. This phase ensures that all users are confident and proficient in the new system.</p> <p>Stage 6: Launch</p> <p>The final stage is the go-live phase, where we provide 20 business days of post-launch support. During this period, clients can raise support tickets for any issues that arise. Our team ensures knowledge transfer to the client's IT department, enabling them to manage ongoing support independently. This phase includes final sign-off and handover, marking the successful completion of the project.</p> <p>We've found that through this six-stage approach, we provide our clients with a structured, responsive project plan that is agile enough to adapt to evolving needs, ensuring that the transition to SharePoint Online is both seamless and effective.</p> <p>Average Timeline: Varies from months to years depending on the project</p> |
| <p>4) Microsoft SharePoint Migration Services</p> <p>Our migration services help clients pull information from legacy systems (e.g. file shares, OpenText, Laserfiche, Content Server, Alfresco, on-premise SharePoint etc.) and bring it into Microsoft SharePoint. Often, these migrations attach to an implementation project, but they can also be standalone. We have many options for how to address a migration, some with extra effort required but others are simplified and straightforward. Our migration services utilize tools that we have in our toolkit, including off the shelf tools like the SharePoint Migration Tool (SPMT). Depending on our client needs, we will set up the migration strategy, help with their cleanup / prioritization, help select a tool, help set up infrastructure, and execute the migration.</p> <p>Our process ensures secure, compliant content migration to SharePoint, preserving data accuracy and effortlessly transferring documents and metadata.</p> <ul style="list-style-type: none"> • Flexible Mapping and Transformation: Customize data mapping to meet an organization's specific needs. • Advanced Error Handling: Clients receive detailed logs and error reports to monitor and manage the migration process. • Scalability: Whether it's a small migration or a large-scale operation, Peregrine scales to meet unique client requirements. <p>Average Timeline: dependant on Data amounts, Data Locations, and desired structure</p> | <p>5) Microsoft Purview (SharePoint) Training & Education Courses</p> <p>Our comprehensive training programs cover essential areas of data governance and compliance through Microsoft Purview and Microsoft 365 SharePoint tools, equipping organizations with the foundational skills necessary to manage information effectively and securely. This foundation is valuable not only for immediate compliance and data management but also for setting the stage for future scalability within their organization.</p> <p>As of this writing, our three primary Microsoft SharePoint training options include:</p> <ul style="list-style-type: none"> • Records Management Training <p>This course offers in-depth training on Microsoft Purview's records management capabilities, helping organizations build a structured approach to document retention and regulatory compliance. By mastering these functions, participants gain valuable insights into organizing and managing data at scale—a skill set that directly supports the structured data environments necessary for effective AI integration.</p> <ul style="list-style-type: none"> • eDiscovery Training <p>Focused on content search, audit functions, and legal holds, this training provides participants with critical skills for managing sensitive information and ensuring compliance during legal inquiries. The ability to locate, protect, and analyze data within Microsoft 365 not only enhances compliance but also provides a secure framework for handling data, which is essential as organizations move towards data-driven AI applications.</p> <ul style="list-style-type: none"> • Data Loss Prevention (DLP) Training <p>This course covers DLP tools within Microsoft Purview, helping participants learn to secure sensitive information and implement policies that prevent data breaches. By developing a robust approach to data security, participants help their organizations establish reliable data protection protocols. Such secure data environments are crucial for AI readiness, as they ensure data integrity and privacy are safeguarded in AI implementations.</p> <p>Each of these courses provide practical, actionable skills and include live demonstrations and interactive exercises led by experienced trainers. These courses not only enable organizations to build compliance and data management capabilities but also lay the groundwork for future AI projects by establishing a controlled, compliant, and well-organized data landscape. There are no more than 20 people per session and all participants will receive a certificate of completion in both electronic and paper copy format.</p> <p>Additionally, all of our courses are eligible for professional development credits and approved for AIIM International Certified Information Professional CEU's, ICRM (Institute of Certified Records Manager) CMP's and ARMA International Information Governance Professionals CEU's.</p> <p>When an organization is looking for exclusive private training of our public courses, we do engagements on a mutually agreed upon contracting basis.</p> <p>Average Timeline: 2-3 half day courses per course</p> <p>6) Microsoft Copilot (AI) Readiness Assessment</p> |

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| | <p>This tailored solution empowers organizations to optimize SharePoint usage, smoothly adopt Microsoft Copilot, and seamlessly integrate AI technology. Clients will experience enhanced efficiency, control, and innovation as they navigate the digital landscape with renewed confidence.</p> <p>In this engagement, We assess a clients usage of Microsoft 365 from three key aspects:</p> <ul style="list-style-type: none"> • People – through collaborative workshops, Cadence will get a picture of how your people use SharePoint, OneDrive and Purview • Platform – using technical assessment tools such as Purview, Data Access Governance and SharePoint Advanced Management we uncover the oversharing and gaps in Governance • Findings & Recommendations – A report detailing the necessary changes to be Microsoft Copilot ready. <p>The Benefits Expert guidance, offering best practice recommendations to steer clients towards optimal adoption of Microsoft Copilot. Thorough our preparation and risk mitigation strategies, organizations can confidently embrace Microsoft Copilot, ensuring a smooth and successful integration without compromising efficiency or security.</p> <p>Key Features</p> <ul style="list-style-type: none"> • Educational workshops to gather requirements and educate your team • Identified opportunities for improvement within your information governance • Recommendations on Microsoft 365, Purview and SharePoint protections to achieve AI governance <p>Each of these service offerings make up a comprehensive set of advisory, support and technical services that we offer to assist clients at any stage of their transformation with adopting and making the most efficient use of Microsoft SharePoint.</p> <p>Average Timeline: Dependant on many variables such as organization size</p> |
| Describe the quality standards and processes you use for the delivery of your services. | <p>Strictly adhering to our company's core values of Consistent Resourcing, Cost Control, Honesty, and Delivery; we understand the importance of providing quality solutions to our clients, and we are happy to report that we have not had a major quality issue in our work during the history of our company.</p> <p>We maintain robust quality reviews as part of our projects to ensure that we are only delivering the best solutions to our clients. These processes include:</p> <ul style="list-style-type: none"> • Senior Business Analysts on each project are required to perform a full run of quality assurance tests (based on standard acceptance test scripts) and report back to project leadership on results. • Project manager reviews of all minor and major deliverables to ensure quality. • Vice President and CEO review of all major deliverables, including technical demonstrations to ensure quality. <p>If there are any concerns identified at any of these stages, we will go back and re-do the work to make it right. If this causes a deadline delay, we will be transparent with the client, identify the remediation and expected timeline, and work towards a better understanding of the deliverable with the team.</p> <p>The Project Manager assigned to the project is more broadly responsible for delivery quality and will work closely with the client Project Manager to keep the project on track. This includes:</p> <ul style="list-style-type: none"> • Aligning expectations in the creation of a project charter to start the project off right. • Weekly status reporting and checkpoints to ensure adherence to schedule and budget. • Tracking of risks and issues, including management of emerging risks to avoid concerns. <p>With our company core values stated on our website, the project management processes handling delivery quality, and our review processes measuring the deliverable quality itself, we will continue to deliver high quality Microsoft SharePoint Advisory and Support Services in each of our engagements.</p> |
| List any ancillary services you would like to offer as applicable as part of your offering. | <p>We believe that training and change management are critical success factors in SharePoint projects. For our implementation and migration services, we integrate these components to ensure smooth adoption and long-term value for our clients.</p> <p>Our change management approach leverages the ADKAR (Awareness, Desire, Knowledge, Ability, and Reinforcement) methodology, providing structured stages of engagement. We begin by transparently communicating the value of new tools, keeping users informed and engaged throughout the project. This method builds readiness and alignment across the organization, preparing users for in-depth training at key transformation points.</p> <p>On the training side, we bring extensive experience in Microsoft 365 education, including exclusive training for ARMA International's Microsoft SharePoint (Records Management) courses. Our training is highly interactive, with test environments and exercises that make learning accessible and engaging. We view training as an experience as it encourages users to fully leverage the platform's potential through its hands-on nature.</p> <p>For added flexibility, clients may also engage us on a "bucket of hours" basis, allowing them to access our expertise incrementally and as needed. These services are available as ancillary options that can be scaled up or down as necessary.</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>Cadence Solutions is located in Edmonton, Alberta, and all of our staff (except for one salesman in Vancouver and another in North Carolina) are located in our Edmonton office. Being centrally located, we are easily able to work across every Canadian time zone with very little disruption to our day. Since the pandemic, we have fine-tuned our virtual delivery approach, and we are happy to continue delivering virtually for any client if required. This reduces costs and simplifies engagement. But, if clients wish for in-person interaction, we are happy to travel across Canada (and even the US) to attend at client sites. This can be negotiated as part of our contract.</p> <p>Our team is always growing and changing. We expect to have more than enough capacity to take on multiple new projects at once, and if we find that we need additional staff, we will not hesitate to bring on more people to adapt. We have robust resource planning strategies internally to manage demand and effectively deliver to the demand of our clients. Our team is 27 strong currently, but with room to grow, we expect that number to double within the next 3 years.</p> <p>For each new client engagement, our leadership team will review and provide an estimated start date back to the client. Although unexpected, if we find a need for additional resources to backfill a request, we will start the process of hiring and onboarding new staff to increase our delivery capacity.</p> |
| Include a list of the subconsultant you plan to use as part of your offer. | Not applicable, we will not use any sub-consultants. |
| 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. | <ul style="list-style-type: none"> • We are a Microsoft Content AI Partner Program Charter Member, recognizing our focus and expertise in the Content Management and AI space, specifically around SharePoint Online and Purview. • We are a Microsoft Modern Work Solutions Partner, recognizing our expertise in the Modern Work tools (SharePoint, OneDrive, Teams, etc.) and our ability to implement those tools effectively and efficiently. • We are a member of the Purview Risk and Compliance Partner Accelerator program (RCAP), which recognizes partners' specific ability to advise on Purview as a product, including its impact on risk and compliance. • We are an AvePoint Opus Certified partner, the first globally to achieve that status with AvePoint. Opus is an add-in to SharePoint which improves Records Management capabilities across the Microsoft 365 suite. • We are the ARMA International training partner for Microsoft 365, which recognizes our skills and dedication to effective and engaging training in the solutions. |

Engagement , Marketing and Training Plan

| Line Item | Question | Response * |
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| 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>Our marketing strategy will evolve significantly as we begin to promote this contract opportunity, with a focus on demonstrating the unique value we bring the Canoe members at a heavily discounted price-point. Our primary message will highlight this offering as an innovative and efficient alternative to the traditional, time-consuming tender process. By choosing this path, Canoe Members can bypass the complexity and delays typically associated with RFP's, opting instead for a streamlined, cost-effective, and legally secure purchasing method. There are many advantages to this approach: faster decision-making, reduced costs, enhanced operational efficiency, and minimized legal risks. Canoe contracts offer a simplified, compliant solution, and when compared to the traditional (almost painful) tendering process, it appears much more seamless.</p> <p>As a Canoe-approved supplier, Cadence Solutions would understand our unique position to leverage the value and reputation that Canoe has built through its rigorous procurement process. Since Canoe has already managed the tendering process on behalf of members, we can confidently position ourselves as a reliable partner, offering immediate access to our solutions through this pre-vetted channel. This distinction not only simplifies the decision-making process for potential customers but also underscores the credibility and transparency of working with Cadence Solutions.</p> <p>When targeting Canadian public entities, we will tailor our approach by associating ourselves with the Canoe's well-respected contracting programs. Doing so, we anticipate trust and rapport with potential clients will be vetted quite quickly. Our strategy will center on conveying how our offerings, meet the specific needs of the membership, are cheaper through the contract, and seamlessly integrate with their existing procurement framework when purchasing through the Canoe Procurement Group. We will also highlight Canoe member who have already completed projects utilizing our services.</p> <p>We are open to exploring new and creative methods to promote our services, and want to ensure Canoe members (and potential Canoe members) recognize the value we bring to their procurement processes. Our goal is to position ourselves as the Canadian go-to choice for Microsoft SharePoint Advisory and Support Services. By doing so, we aim to exceed the expectations of every client we work with, building long-term, scalable relationships grounded in trust and mutual success.</p> <p>If a public entity is not a member of the Canoe program but qualifies to be one, we will advise they contact their local Canoe Client Relations Manager and sign up as a member to start receiving discounts on suppliers as well as attain another avenue to procure vendors (such as Cadence Solutions), that they already wish to buy from.</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>To ensure our salesforce and network will fully understand and communicate the value of the Canoe contract for public sector and non-profit clients, we will implement a structured training and engagement program focused on maximizing the benefits of Canoe's group purchasing model to our entire sales staff.</p> <p>The program will begin with internal meetings where our team will learn the efficiencies and cost savings offered by members utilizing Canoe contracts in general. These will emphasize the practical benefits of the contract itself and why this contract makes 3-way sense for Cadence Solutions, the Client, and Canoe. We will reinforce this with real-life success stories of the contract's advantages. Following this initial training, we will place quarterly meetings in our calendars to keep the sales team updated on the program, dollars flowing through the program, new opportunities for client engagement, or contract updates. We understand the importance for our sales force stay up to date with the Canoe program and its benefits so they can confidently address client/prospect questions directly on their sales calls or meetings.</p> <p>In addition to our internal formal training, if Canoe approves it, we wish to have at least one introduction meeting (in-person or digital) between our Sales Team and the Canoe Client Relations Managers where we can develop the best "plan of attack" for rolling out the new partnership to public entities. At minimum, discussions may include: how best to engage current Cadence Solutions Clients that qualify for a Canoe membership, or how Cadence may engage current Canoe members that are interested in our services.</p> <p>These intro meeting(s) would allow us to align our approach with Canoe's mission and values, ensuring our team will communicate the contract's value clearly to potential clients. If things go the way we expect them too and are successful in promoting this program, we also hope to have semi-annual meeting with appropriate Canoe staff where we can discuss any updates to Cadence Solutions, the Canoe program, what sells best, or areas for potential improvement.</p> <p>To measure the program's effectiveness, we will track metrics such as client satisfaction, engagement levels, and contract utilization rates, for example, we would measure the ratio of Cadence clients who qualify for a Canoe membership that actually leverage the Cadence/Canoe contract. This data will help us make ongoing improvements, ensuring our sales force is trained to guide public sector clients/prospects towards fully leveraging the benefits of the Canoe contract. We feel that this would equip our team with the knowledge and confidence to sell this contract across Canada.</p> <p>It's plain to see that Canoe members leveraging this contract would create a win-win-win situation for the Member, Canoe, and Cadence. This is what we would primarily focus on for training of our sales force, marketing, and partner network.</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>To ensure this, our approach would center around building a structured yet agile plan that includes milestones and continuous engagement. We would focus on establishing a foundation that maximizes contract adoption and awareness among potential clients (prospects). Internally we would have measurable milestones and checkpoints to track progress.</p> <p>Program Launch (Start up) Our process would begin with a collaborative launch phase, where ideally we would conduct dedicated planning sessions with Canoe representatives to establish shared objectives, priorities, and strategies for engaging clients. We would focus on understanding Canoe's members and tailor our offerings their needs as required. We would set clear timelines, key milestones, and responsibilities, ensuring an effective roll out of the new contract offering. To drive early awareness and adoption, we would train our staff through meetings that emphasize the value and operational benefits of the Canoe contract. These sessions would equip our team with the knowledge to confidently address client questions and highlight the contract's unique benefits to Canoe members.</p> <p>Ongoing Review and Monitoring Following the launch, we would implement a proactive approach to track contract engagement and identify areas for enhancement. We would schedule quarterly check-ins and review meetings to analyze usage data and gather client feedback, allowing us to adapt as member needs evolve. Regular update sessions with our sales team would ensure they stay informed on contract performance and are aligned with current strategies.</p> <p>To facilitate these reviews, we would set up KPIs such as contract utilization rates, client satisfaction ratings, and engagement metrics. For example, we would track how frequently qualified clients are leveraging the Canoe contract and analyze trends in new client adoption. This data would drive our outreach efforts and ensure our approach remains aligned with Canoe's goals and expectations for Cadence Solutions.</p> <p>Promotion and Continuous Improvement Although we understand that promotion of the contract falls squarely on Cadence Solutions, to maximize initial engagement, we wish to collaborate with Canoe to promote the launch of the new contract. Internally, we would add Canoe opportunities to our weekly sales and marketing meetings. Collectively, these teams currently meet 3x per week. They often involve many discussion points including sales performance metrics, current client project expansion opportunities, prospect opportunities, and new marketing strategies. By maintaining this open feedback loop, we would stay adaptable, responding quickly to new opportunities to enhance visibility and increase Canoe contract usage.</p> <p>To summarize, we would ensure that the Canoe contract delivers maximum value to both our current and future clients as well as scales towards greater and greater value over years to come.</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>To effectively market the Canoe contract to our current and potential public sector clients, we will deploy a multi-channel outreach strategy that integrates email campaigns, personalized interactions, and high-visibility engagements such as webinars and speaking sessions.</p> <p>We will incorporate information about the Canoe contract into our existing webinars and training workshops, providing attendees with insights into the contract's benefits, like cost efficiencies and streamlined procurement tailored to their needs. Leveraging our presence at Canadian conferences like ARMA Canada, the Public Sector Innovation Show, and of course, the RMA/Canoe tradeshow, we will connect with clients and demonstrate our solutions face to face.</p> <p>For consistent communication, we will use targeted email campaigns and newsletters through HubSpot, our CRM, to track engagement metrics like open rates and click-throughs, helping us refine messaging to emphasize the Canoe contract's key benefits. HubSpot's email tracking will allow us to evaluate and optimize these campaigns for maximum engagement. We will also contact all our Canadian public sector clients, such as Red Deer County, to directly inform them of this new offering. Additionally, we plan for our website to feature a dedicated section detailing the benefits we can provide to Canoe members.</p> <p>With Canoe, we hope to develop co-branded marketing materials that we can share through our email campaigns, newsletters, and hand out at conferences. Social media channels such as our YouTube, LinkedIn, and Instagram, will support the distribution of these co-branded materials with posts that highlight the benefits of leveraging the Canoe contract.</p> <p>And of course, Cadence staff will reach out to qualified current clients informing them of the newly established contract. We will ensure that all our public sector clients and prospects across Canada learn the benefit of leveraging Cadence's newly established contract with Canoe and how it works.</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>We are fully committed to participating in and sponsoring member engagement events to strengthen our relationship with Canoe as well as its members. We understand that active involvement in events listed above are a core part of building connections, demonstrating our value, and showing our dedication to the Canoe partnership.</p> <p>We would be particularly enthusiastic about opportunities to sponsor and attend educational offerings where we can engage with members directly, share insights on best practices, and discuss how our services may align with their specific needs. Participation in events such as golf tournaments and retreats would also allow us to connect with clients in a more informal setting, possibly building lasting relationships that lead to successful long-term partnerships.</p> <p>We believe this proactive involvement reinforces our dedication to public sector clients and to supporting Canoe as a whole. We also believe that these sound like an awesome time.</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>To access our services, the interested Canoe member would reach out to a member of our Sales Team (or already be interacting with them). From there, we will have a discovery conversation to identify their key needs and select which service is most appropriate given their current needs.</p> <p>From there, the Cadence sales executive will involve a member of our leadership team to verify the scope and identify the highest value services we can offer to the client. From there, an estimate will be drafted and approved by our Vice President and CEO before returning to the client. This estimate would provide the Canoe member discount pricing and steps to procure through the Canoe Procurement Group.</p> <p>With the scope solidified, we then develop a detailed project plan, including milestones and timelines, followed by a comprehensive pricing structure that is reviewed again by the senior leadership team to ensure it meets client expectations. Once approved, we formalize the arrangement through a Statement of Work (SOW) and Master Services Agreement (MSA), clarifying terms and project expectations. This efficient process ensures Canoe members receive a transparent, tailored project plan and quote that align with their specific requirements.</p> <p>We will get those documents duly signed and begin the project from there. As it's anticipated that the Canoe Member would utilize the program, this is where the accounting paperwork would provide all the necessary information required to set up the account (if not already done so). We would contact the members local Canoe Client Relations Manager if necessary.</p> <p>If the client requires us to complete any additional forms, questionnaires, or adhere to their master services agreement, this can be negotiated. We are open to reviewing and assessing our ability to adhere to these extra terms, and we will work closely with our CEO to assess mutually beneficial terms with each agreement.</p> |
| 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>In our mind, our relationships with clients are the most important part of our company. We pride ourselves on having strong, effective, and efficient working relationships with the majority of our clients. We approach every interaction with transparency, integrity, and proactive communication to address potential issues before they escalate. Our commitment to honest, direct communication builds a foundation of trust that minimizes misunderstandings and aligns expectations from the beginning.</p> <p>Despite our preventive approach, we recognize that disagreements or issues can arise. To address these, we equip our Project Managers with specialized training in conflict resolution and effective communication. This training empowers them to handle issues promptly and constructively, making them the first point of escalation for any concerns. Project Managers maintain strong visibility and control over project details, allowing them to resolve most issues efficiently at the earliest stage. If an issue requires further escalation, our Vice President of Business Solutions steps in to provide additional guidance and resolution strategies. Should the challenge persist, we engage our CEO directly to ensure that every resource is used to resolve the matter to the client's satisfaction. Throughout this process, our team is committed to finding solutions that meet client expectations, and we remain open to making internal adjustments that reinforce our dedication to service excellence.</p> <p>An example of this approach in action involves a past project where a client raised concerns about the timeline's feasibility due to their internal staffing constraints. Our Project Manager immediately initiated a transparent discussion with the client to reassess project priorities and resource allocations. When the timeline required further adjustments, our Vice President joined the conversation, collaborating with the client to modify milestones without compromising deliverables. This proactive and collaborative approach strengthened our relationship and reinforced our commitment to ensuring project success, even through challenges.</p> <p>We have found that our tiered escalation approach to conflict resolution ensures that client concerns are taken seriously and met with meaningful action.</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. | All contracts, pricing, and sales data will be reviewed by the Vice President of Business Solutions and the CEO before being sent to a client, during execution of the contract, and at the closure of contracts. This double level of audit will ensure compliance and quality in all contracting and reporting associated with the Canoe contract as well as all Canoe members we do engage with. |
| Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement. | <p>Cadence tracks all project work in Microsoft Project. We will export details of executed work, including progress toward milestones and/or hours billed, through Project reports which are directly informed by our staff's timesheets.</p> <p>Monthly, the team will pull an excel report from Microsoft Project and return this to the required Canoe contacts.</p> |

Pricing

| Line Item | The pricing offered is: | Select 1 yes * | Pricing methodology for the one you selected "yes" |
|-----------|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | The same as the Proponent typically offers to an individual municipality, university, or school district OR | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 2 | The same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial entities OR | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 3 | Better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial entities. | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>The pricing Cadence Solutions offers to Canoe members is structured to deliver significant value, with discounts at a minimum of 15%. This pricing is highly competitive compared to existing cooperative agreements and provincial contracts. Given the substantial purchasing power associated with the Canoe vendor list, we have designed this structure to provide meaningful savings for Canoe members. We want to make Canoe the ideal and logical choice for procuring Microsoft SharePoint Services.</p> <p>Canoe's purchasing leverage and streamlined procurement processes allow us to extend discounts across our service offerings, creating economies of scale that lower costs without compromising service quality. Additionally, the advantages of expediting the purchasing cycle and simplifying administrative complexities are major factors. This efficiency helps us justify the heavily discounted pricing structure. Canoe members can make budget conscious decisions with clear expectations, transparent prices, and with trusted pre-vetted vendors.</p> <p>Our approach to service delivery is also highly flexible, allowing clients to select and pay for only the specific services they need, with options for remote or onsite delivery of services based on their preferences. This adaptability is especially valuable for public sector clients facing varying budget cycles and unique procurement requirements, as it enables customization not typically available in standard group procurement contracts.</p> <p>Cadence Solutions understands the fiscal constraints and operational challenges of public sector entities; we have worked with these entities since our 2013 inception. The Canoe program allows us to align our pricing with these specific needs, making it easier for clients to access comprehensive services within budgetary limits. By reducing procurement barriers and simplifying the contracting process, we offer an accessible, value-driven approach that optimizes the savings and efficiencies provided by Canoe's cooperative purchasing model.</p> <p>Enhanced by Canoe's buying power, our pricing is crafted to deliver substantial savings, resulting in market-competitive rates that allow Canoe members to access high-quality services at value pricing.</p> |

Agreement acceptance

Please review the draft agreement, indicate your acceptance and proposed changes if any as applicable.

| Article | We agree and accept * | If no, indicate your proposed changes or N/A * |
|----------------------------------------------|------------------------------------------------------------------|------------------------------------------------|
| ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 3 FINANCIAL MATTERS | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 4 TRADE-MARKS | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 5 REPRESENTATIONS AND WARRANTIES | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 6 CONFIDENTIAL INFORMATION | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 7 INDEMNITY AND LIABILITY | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 8 TERM AND TERMINATION | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 9 FORCE MAJEURE | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 10 DISPUTE RESOLUTION | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| ARTICLE 11 GENERAL | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |
| SCHEDULE "A" PROGRAM DETAILS | <input checked="" type="radio"/> Yes <input type="radio"/> No | N/A |

Proactive disclosure of Artificial Intelligence (AI) in drafting response

| Line Item | Question | Comments * |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1 | Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response? | No |
| 2 | If yes, please specify which AI tools were used and describe their roles in the drafting process. | N/A |
| 3 | How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal. | N/A |

Documents

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

Please note you can only upload 1 document per item requested.

The maximum size is 10 MB.

Do not include any documents not explicitly requested by Canoe. Canoe will not review any materials not explicitly requested in this RFP. This includes and is not limited to: Generic promotional marketing materials, resumes, corporate brochures, unless specifically asked in the RFP.

Please ensure the pricing list is in legible font, format and size.

- [Mandatory: 1 Current Microsoft Partner credential 1 - Document from Microsoft](#) - Current Microsoft Credential 1.pdf - Thursday November 14, 2024 11:36:27
- [Mandatory: 1 Letter confirming current membership from Record and Information Management Organization\(s\)](#) - Letter Confirming current Membership from Records and Information Management Organization.pdf - Thursday November 14, 2024 11:37:14
- [Hourly rates for services and discounts offered](#) - Hourly Rates for Services and Discounts Offered.pdf - Thursday November 14, 2024 11:47:18
- [Optional - Current Microsoft Partner credential 2 - Document from Microsoft](#) - Current Microsoft Credential 2.pdf - Thursday November 14, 2024 13:14:14
- 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](#) - ICRM, IGP, CIP Professional Development Training Credits.pdf - Thursday November 14, 2024 13:51:51

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.

- Jordan Uytterhagen, Founder & CEO, Cadence 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.