

PROGRAM ADMINISTRATION AND SUPPORT 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: Gordian Group Corp.

Supplier Corporate Jurisdiction: 30 Patewood Drive, Building 2, #350 Greenville, SC 29615  
(the "Supplier"), as of

Date of Agreement: February 29, 2024 regarding

RFP No. CAN-2023-025

RFP Title Job Order Contracting (JOC) or Indefinite Quantity Indefinite Delivery  
JOC or IQCC Program Management Consulting 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 Schedule A1 (Administrative Fee) and protected under FOIPPA.

**"Agreement"** means this Program Administration and Support 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 form set out in Schedule E (Change Request Form).

**"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 Schedule A (Program Details).

**"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://rmalberta.com/wp-content/uploads/2022/11/Provincial-Associations-Public-Sector-Agencies-2022-2.xlsx> 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 the Proposal, unless other pricing is specifically agreed to by CANOE prior to the execution of this Agreement, or unless that pricing is amended via a Change Order Form submitted by the Supplier and approved by CANOE according to this Agreement.

**"Purchase Agreement"** 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 8.1.

**"Territory"** means the provinces or regions identified in the Goods/Services Schedule A (Program Details).

**"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 Schedule D (Trade-marks).

## **1.2 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.

### **1.3 Schedules**

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

Schedule A	Program Details
Schedule A1	Pricing
Schedule A2	Administrative Fee
Schedule B	Trade-marks

### **1.4 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 (Program Details);
- (c) Schedule A1 (Pricing)
- (d) Schedule A2 (Administrative Fee);

provided that Schedule A (Program Details) 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 who wish to purchase Goods/Services as part of the Program may be required to enter into a separate Purchase Agreement with the Supplier. The terms of that Purchase Agreement shall not conflict with any provision of this Agreement.
- (c) The Parties agree that the Supplier is an independent supplier and is not the agent or partner of CANOE. Nothing contained in this Agreement shall create or be deemed to create the relationship of joint venture, partnership, or agency between the Parties. Neither Party shall represent itself as the joint venturer, partner or agent of the other. The Supplier has no authority to bind CANOE, and will not represent itself as having that authority.

#### **2.2 Responsibilities of the Supplier**

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.

Promote the Master Agreement within the Canoe member community.

- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedule A (Program Details), the Proposal and the RFP.
- (c) The Supplier will execute the engagement plan set out in Schedule A (Program Details) and its Proposal 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 and Schedule A (Program Details) will be posted on [www.canoeprocurement.ca](http://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 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 Schedule A (Program Details at all times during the Term.

## **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 Schedule A (Program Details), Schedule A1 (Administration Fee), the Proposal, and the RFP.
- (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**

- (a) 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 Pricing Commitment and Adjustment**

- (a) Generally, Program Pricing is fixed for the Term of the Agreement. However, if the Supplier wishes to adjust Program Pricing, the Supplier must provide CANOE with at least 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 (or other change) is acceptable or not within 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.

#### **3.2 Administrative Fees**

- (a) Defined in Schedule A1 (Administration Fee).

#### **3.3 Supplier Expenses**

- (a) 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's address;
  - (ii) a 'Ship To' section that includes the Member name, address, and Member number; and
  - (iii) for each type of Goods/Services purchased by the Member:
    - (A) detailed description of what was purchased;



- (B) quantities, unit price, and extended price (these prices shall include any Administrative Fee based on Section A1); and
  - (C) GST, PST, and/or HST number (stated separately).
- (c) Invoices should not include:
  - (i) any statement of an Administrative Fee, commission or discount rate; or
  - (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 should 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 shall provide the reports described in Schedule A (Program Details).
- (b) 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.
- (c) In addition to the Supplier reporting for the Program as a collective, the Supplier must be able to provide segmented reporting based on individual provinces and their respective associations.
- (d) 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 JOC SYSTEM LICENSE**

**5.1** Gordian hereby grants to CANOE, and CANOE hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, the JOC Information Management System (as defined below) applications and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and CANOE shall return to Gordian all Proprietary Information in CANOE's possession.

**5.2** CANOE acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. CANOE further acknowledges and agrees to respect the copyrights, registrations,

trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to CANOE, subject to federal and state laws related to public records disclosure.

**5.3** Upon expiration or termination of this Agreement as provided herein, Gordian shall provide to Canoe all project data generated by CANOE in a form accessible by a standard database program, such as Microsoft® Access®.

**5.4** Gordian agrees to grant a license to each contractor that is awarded a JOC contract by CANOE, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when CANOE awards the contract, and provided the Contractor agrees to abide by the terms and conditions of the JOC System License Agreement presented as part of their use of the software. No other third-parties may access the Proprietary Information without Gordian's Consent.

**5.5** In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by CANOE, this JOC System License shall take precedence.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

### **6.1 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.

### **6.2 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 applicable standards and requirements referred to in this Agreement or as may be required by law;
- (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 7**

### **CONFIDENTIAL INFORMATION**

#### **7.1 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).

#### **7.2 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.

### **7.3 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.

### **7.4 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.

### **7.5 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.

### **7.6 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 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.

### **7.7 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 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 logically separate from other information held by the Supplier;
  - (v) not destroy any information related to Program Administration until 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 8 INDEMNITY AND LIABILITY**

### **8.1 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.

### **8.2 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 through either intentional actions or negligence. 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 Indemnatee 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 Indemnatee. The Indemnifying Party will, upon payment of an indemnity in full under this Agreement, be subrogated to all rights of the Indemnatee with respect to the claims and defences to which such indemnification relates.

### **8.3 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.

### **8.4 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 9 TERM AND TERMINATION**

### **9.1 Term**

This Agreement comes into effect on the Effective Date and shall continue in force for the initial term of 5 years, unless terminated in accordance with its provisions. That initial term may be extended on the same terms and conditions with an option in favor of Canoe by a further period of up to 5 years for a combined 10-year total.

### **9.2 Reduction in Scope**

CANOE may, on 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 no longer be part of the Program.

### **9.3 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 15 days of written notice of such failure being provided to that Party.

### **9.4 Termination by CANOE**

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

- (a) 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;
- (b) on 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
- (c) 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.

### **9.5 Termination by the Supplier**

The Supplier shall be entitled to terminate the Agreement, without liability, cost, or penalty on written notice to CANOE where CANOE ceases to carry on operations.

## **9.6 Orderly Termination**

In the event of termination or expiry of the Agreement, each Party shall cooperate to effect an orderly wind-up of the Program. Within 30 days of termination or expiry, each Party shall pay to the other any amounts owed to that other Party under this Agreement.

In the event of a termination of this Agreement by CANOE pursuant to Section 8.3, 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.

## **9.7 No Limitation of Remedies**

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

## **9.8 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.

# **ARTICLE 10 FORCE MAJEURE**

## **10.1 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.

## **10.2 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.

## **10.3 Right to Terminate**

In the event that a Party's inability to perform due to an Event of Force Majeure continues for longer than 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 11 DISPUTE RESOLUTION**

### **11.1 General**

- (a) Subject to Section 7.4, in the event of any dispute concerning this Agreement, the Parties agree to address the dispute through arbitration. Before pursuing arbitration, the Parties shall have first escalated the dispute to the highest level of management within their respective organization and given at least 7 days for resolution of the matter 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.
- (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.

### **11.2 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.

### **11.3 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 7 days of receipt of a demand to arbitrate by a Party, then either Party may apply to the Court of Queen's Bench for the appointment of an arbitrator willing to serve.

### **11.4 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 12 GENERAL**

### **12.1 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 Schedule A (Program Details). 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.

### **12.2 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.

### **12.3 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.

#### **12.4 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.

#### **12.5 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.

#### **12.6 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.

#### **12.7 Assignment**

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

#### **12.8 Time of Essence**

Time shall be of the essence in this Agreement.

#### **12.9 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.

#### **12.10 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

DocuSigned by:  
By: Tyler Hanemann  
Title: General Manager, Canoe Procurement Group of Canada

Supplier Legal Name: Gordian Group Corp.

DocuSigned by:  
By: Matt Bausher  
Title: chief customer officer

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## SCHEDULE "A"

### PROGRAM DETAILS

***Note:** The following schedule may highlight aspects of the Proposal for convenient reference, or may address clarifications or the result of negotiations.*

#### 1. RFP Part B – Scope of the deliverables

##### 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.

Canoe requests that proponents submit their entire line of Services as it applies and relates to the scope of this RFP.

##### 1. Requested Services

Canoe is seeking proposals for JOC or IQCC Program Management Consulting Services, including services for the development, design, implementation, management, oversight, and direction of job order contracting (JOC) or indefinite quantity indefinite delivery construction contracting (IQCC) programs. Canoe's intent with this solicitation is to provide multiple options for current and future members by enabling the creation of various programs nationally, regionally and custom such as:

- A. Consulting with Canoe in the development and design of a JOC or IQCC program nationwide.
- B. Consulting with Canoe in the development and design of a JOC or IQCC program for various regions in Canada for members at large.
- C. Consulting with Members in the development and design of a JOC or IQCC program that aligns with the specific goals and objectives of the member;
- D. Identification and selection of the program platform or resource materials necessary to implement the Member's JOC or IQCC program, such as technical specifications, general terms and conditions, pricing index or reference materials, bidding methodology, process or procedure manuals, and contract forms;
- E. Support for Member performance of procurement-related processes and tasks (contractor outreach and development, solicitation drafting, pre-bid conference, bid evaluation, contract award, etc.);
- F. Technology, software, application, or platform solutions related to the offering of the solutions described in Sections a. – c. above, including resources for cost proposal development, project documentation and tracking, and reporting tools; and,
- G. Services related to the offering of the solutions described in Sections a. – d. above, including training, program administration, technical and contractor support, hosting, and customization.

While the primary focus of this solicitation is on JOC or IQCC Program Management Consulting Services for Canoe's nationwide JOC or IQCC program, and the related delivery of services, this solicitation also includes services for the management of a region or member specific JOC or IQCC program.

Proponents may include related services to the extent that these solutions are complementary to the services being proposed.



Canoe prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract.

Canoe desires the broadest possible selection of services being proposed over the largest possible geographic area and to the largest possible cross-section of Canoe current and future members.

## **2. Utilisation of Services**

Generally, the solutions for all programs can be turn-key solutions, providing a combination of technology and services. However, products only solutions may be appropriate for situations where Members possess the ability, either in-house or through local third- party contractors, to properly install and bring to operation the equipment or products being proposed.

Canoe intends to create regional and national lists of third party contractors for members to utilize and implement a JOC program.

Members may choose to implement a JOC program utilizing Canoe's national or regional list of third party contractors created and managed by Canoe.

Members may also choose to implement their own JOC program creating or utilizing their existing list of third party contractors.

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2. **Supplier Response**

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# CAN-2023-025 - Job Order Contracting (JOC) or Indefinite Quantity Indefinite Delivery JOC or IQCC Program Management Consulting Services

Opening Date: November 21, 2023 6:30 AM

Closing Date: December 18, 2023 3:00 PM

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**Vendor Details**

Company Name:	Gordian
Does your company conduct business under any other name? If yes, please state:	VFA Canada Corp
Address:	3700 Steeles Ave W Suite 400 Woodbridge, Ontario L4L 8K8
Contact:	Jen Marshall
Email:	j.marshall@gordian.com
Phone:	613-857-5950
HST#:	784298929

**Submission Details**

Created On:	Wednesday November 22, 2023 11:01:22
Submitted On:	Friday December 15, 2023 13:19:06
Submitted By:	Jen Marshall
Email:	j.marshall@gordian.com
Transaction #:	e412f546-aa26-4270-adc8-17ad71c39f2b
Submitter's IP Address:	104.129.206.107

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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):	Gordian Group Corp.
2	Proponent Address:	3700 Steeles Avenue West, Suite 400, Vaughan, ON, Canada L4L 8K8
3	Proponent website address:	www.gordian.com
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Ammon Leshner, Chief Operating Officer 30 Patewood Drive, Building 2, #350 Greenville, SC 29615 alesher@gordian.com 800.874.2291 Toll-Free 864.752.4545 Direct 864.395.8054 Mobile
5	Proponent's primary contact for this proposal (name title address email address & phone):	Jen Marshall VP Sales, International 3700 Steeles Avenue West, Suite 400, Vaughan, ON, Canada L4L 8K8 jmarshall@gordian.com 613.857.5950
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Louis Patin Vice President, Procurement Channel Partners 30 Patewood Drive, Building 2, #350 Greenville, SC 29615 l.patin@gordian.com 818.518.0678
7	Proponent GST registration number:	784298929 RT0001
8	If the Proponent is representing a consortium, each member of that consortium.	Not applicable: Gordian is not representing a consortium.
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>Gordian Group Corp. ("Gordian") stands as the most experienced and qualified firm for implementing and supporting customized Job Order Contracting (JOC) solutions. We have served public and private facility and infrastructure owners, including Canoe Members, since our inception in 1990. Our founder, Ret. Lt. Colonel Harry H. Mellon pioneered this efficient construction procurement method over 40 years ago. For our first 24 years, Gordian's sole focus was the development, implementation, and support of Job Order Contracting programs using industry-leading software, data, and expert services. Over the past three years alone, Gordian has partnered with hundreds of organizations to execute more than \$10.4 billion in construction volume using Gordian's JOC solutions. These solutions, customized for each Owner, integrate a complete set of our proprietary JOC components to drive maximum performance.</p> <p>In Canada, Gordian has a successful track record of implementing and supporting JOC programs and has facilitated cooperative JOC programs in Ontario for other Group Purchasing Organizations (GPOs) and managed JOC programs for the City of Mississauga and the City of Richmond. Gordian is committed to expanding our Canadian presence and will continue to implement and support JOC programs in provinces across Canada. Our core values and business philosophy center around advancing and improving efficient and effective processes across the entire construction lifecycle. Backed by unmatched industry data, technology, and human resources, our continuous improvement culture ensures the consistent delivery of high-quality solutions to our customers. Gordian's commitment to innovation and refining our JOC products and services, combined with our philosophy of minimizing Owner effort while maximizing benefits, set us apart in the industry. Since 2014, we have expanded our offerings through acquisitions such as R.S. Means Company, Sightlines, VFA, Kykloud Solutions, and NSR Management. These acquisitions have enhanced our construction cost database and added new dimensions like Assessments and Capital Planning, Return on Physical Assets (ROPA), Space Utilization, and Sustainability to our portfolio.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	Neither Gordian nor any principal, officer, or authorized representative of Gordian has been suspended or debarred from public entities in Canada at any time in its history.

### Program offering

Line Item	Question	Response *
1	Provide a high level description of the services that you are offering in your proposal.	<p>This proposal includes a description of all services and solutions to be provided through the Canoe RFP for Job Order Contracting (JOC) or Indefinite Quantity Indefinite Delivery JOC or IQCC Project Management Consulting Services. Gordian's JOC solutions combine and integrate a complete set of our proprietary JOC components, uniquely customized for each individual Owner to drive maximum performance. These solutions are the result of our experience, innovation, and willingness to invest in state-of-the-art products and follow best practices.</p> <p>Cooperative JOC Solution</p> <p>Gordian developed its Cooperative JOC Solution solely for cooperative purchasing organizations like Canoe and for use by cooperative Members who wish to utilize the procurement efforts of a cooperative purchasing agency to procure competitively bid construction through cooperative contracts. This solution benefits all cooperative Members, large or small, who want access to shovel-ready, competitively awarded construction contracts without self-performing the initial procurement of the JOC contractors.</p> <p>A detailed explanation of the required tasks and deliverables for Gordian's Cooperative JOC Solution is provided in response to question one in the Industry Specific Questions Section and summarized herein with the additional JOC solutions and services available to Canoe Members. We will take the confusion out of Job Order Contracting and will deliver a turnkey, customized, and effective Cooperative JOC Solution for Canoe. Our philosophy of continuous improvement will be applied to create your Cooperative JOC Program to increase the efficiency, effectiveness, and value of Canoe's service to its Members. Through this offering, Canoe will advertise, evaluate, award, and make available to its Members construction contracts which can be utilized to procure almost any type of renovation, repair, maintenance, or straightforward construction project at competitively bid prices following Canadian procurement laws.</p> <p>Gordian will provide several deliverables for Canoe:</p> <p>Gordian will provide Canoe and its JOC Contractors with a license to use our proprietary JOC system for the term of the contract. The license includes a Unit Price Book (which we call a Construction Task Catalogue®, or CTC), Gordian JOC software, and various supporting materials. This includes a best-in-class data management system that enables Canoe to organize, sort, and analyze data in highly specific and pinpointed ways. This level of data analysis does not exist elsewhere in the market today. It gives Canoe Members the ability to create metrics that enable swift and actionable decisions to be made based on real-time programmatic data. This capability allows Canoe to make real-time strategic corrections at both the programmatic level and for individual contractor performance. This ultimately results in enhanced benefits to Canoe Members' satisfaction and the overall success of the program.</p> <p>Gordian has customized our Construction Task Catalogue® for Canoe's use from our database of approximately 275,000 construction and demolition tasks. Each task is locally priced and supported by detailed written Technical Specifications prepared by our in-house specifications staff. The Construction Task Catalogue® and Technical Specifications are provided to Canoe in both hard copy and electronic form compatible with all Windows operating systems and our JOC information management software.</p> <p>Gordian will prepare Contract Documents, which include developing JOC-specific language that meets the specific requirements of applicable procurement codes and laws where the work is to be performed. Our expertise results in unquestioned compliance with the General Terms and Conditions and the Bid Documents that will be used to procure the JOC contractors. Other document preparation services we provide include developing specific Execution Procedures and a JOC Training Program that incorporates actual member projects into the on-site training. Gordian also provides comprehensive marketing support to increase the number and quality of bidders resulting in more competitive bids and better JOC contractors.</p>

Gordian will provide our JOC information management software which automates the JOC process including the generation of all required forms, Proposals, independent estimates, and information management, as well as other search, retrieval, and reporting functions. Gordian will develop and conduct training sessions for Canoe and JOC contractors in the use of the automated system. Gordian will support Canoe Members by assisting with the development of each individual Job Order through our account managers. Job Order development assistance will include coordinating the Joint Scope Meeting, assisting with preparing the Detailed Scope of Work, and reviewing the Price Proposal. A full description of these services provided on every job order procured through the Cooperative JOC Solution is found under Direct Purchase JOC Solutions Available to Member below. Once requests are initiated via the dedicated web portal, we will immediately dispatch an account manager. Member satisfaction tracking can be provided for every completed Job Order.

Gordian will provide ongoing technical support for the Canoe JOC program for the duration of the contract term. Technical support includes updates to the Contract Documents, Construction Task Catalogues®, and Technical Specifications, additional contractor procurement, training, Gordian JOC software upgrades, and technical support. Throughout the life of the contract, Gordian will actively market and sell the contracts to the member community and coordinate directly with Canoe on joint outreach and marketing activities as requested.

#### Direct Purchase JOC Solutions Available to Members

In addition to the Cooperative JOC Solution described in question one in the Industry Specific Questions Section and summarized above, which meets the primary scope of the RFP, Gordian proposes to include its JOC Solutions described below to be made available for direct purchase by Canoe Members.

Gordian offers three JOC solutions that can be procured by Canoe Members to implement a customized JOC program that enables them to implement and run their own JOC program, with their own JOC providing distinct levels of support contractors. Varying levels of support for these Independent JOC programs are available and summarized below:

#### Job Order Contracting System and Technical Support

Gordian's JOC System and Technical Support services have helped facility and infrastructure owners control and fast-track their repair, maintenance, and construction projects for nearly three decades. This solution is suited for customers who have the in-house expertise necessary to develop Job Orders properly and can execute the JOC program using their own internal staffing resources.

Gordian will provide all the necessary products and services to develop, implement, and provide ongoing technical support for the Member's JOC program including the in-depth, on-site training necessary to achieve a successful JOC program. The following is a list of the products and services that will be provided to each Member procuring a JOC solution from Gordian through the Master Agreement:

- Experienced Account Managers. Gordian will provide experienced account managers who are responsible for the implementation and support of the Member's JOC program. This staff will report directly to the Member and will be available to assist the customer with any JOC-related issues.
- Establish JOC Program Guidelines. Gordian will be responsible for conducting the activities necessary for establishing the structure of the Member's JOC program. Responsibilities include preparing customer-specific Execution Procedures that will be used to execute the JOC program.
- JOC Program Documents. Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents, and Technical Specifications, and providing a customized Construction Task Catalogue®.
- JOC Management Applications. Gordian will be responsible for providing a license for an unlimited number of Member staff to access Gordian's web-based JOC System, which includes the JOC Information Management System ("IMS") and Construction Task Catalogue®. The JOC IMS will be capable of generating the JOC documents including independent cost estimates, Contractor Price Proposals, Job Orders, and management reports and forms. The customer's standard reports and forms will be incorporated as requested.
- Marketing. Gordian will be responsible for marketing the JOC program by informing internal Member staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.
- Training. Gordian will be responsible for developing and conducting a comprehensive JOC training program for the Member and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Member and JOC construction contractor staff.
- On-going Support and Maintenance. Gordian will be responsible for providing comprehensive JOC follow-up support to the Member for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Member. Support services will include, but are not limited to:
  - o unlimited toll-free IMS software support
  - o access to all IMS software updates and additional functionality
  - o updating for each new JOC construction contract in the Construction Task Catalogue®
  - o Technical Specifications
  - o Contract and General Conditions and Bid Documents
  - o Procurement assistance for new JOC contracts
  - o Training for the new Member and JOC Contractor staff
  - o Preparing customized forms and reports requested by the Member.

Pricing for the JOC System and Technical Support services is provided to Canoe and will be made available for purchase to all Canoe Members.

#### Job Order Development Services

Like the services provided for every Cooperative JOC project procured through the Canoe Cooperative JOC Program, Gordian can provide Job Order Development services to any Member that elects to directly procure JOC System and Technical Support Services as described above. Developing the Job Order is a critical step for ensuring a transparent and auditable process for project procurement and execution. Utilizing Gordian's expert account managers and Project Managers to perform the Job Order development tasks associated with the project procurement and execution process is a quick, cost-effective way to ensure that each Job Order is developed and managed properly and that the customer is paying for the correct tasks at the correct quantities, and at the correct adjustment factor. The tasks required for developing each Job Order are as described below:

- Contractor Identification. In the event the Member has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.
- Joint Scope Meeting. After identification of the JOC contractor, a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform, including verification of measurements taken by the JOC contractor. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.
- Prepare a Detailed Scope of Work. Gordian, in coordination with the Member and the JOC contractor, will assist in preparing the Detailed Scope of Work that describes the work to be performed.
- Request for Price Proposal. After all parties agree that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor. At this stage, or earlier if requested by the Member, the Gordian account manager will prepare an independent estimate using the JOC software and Construction Task Catalogue®.
- Prepare the Price Proposal. Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalogue®. The JOC contractor will also prepare any additional required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- Price Proposal Review. The Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will direct the JOC contractor to make any required changes. We will also obtain and review any Member required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the Member.
- Issue Job Order. Once the Member approves the Price Proposal and related documents and decides to move forward with the project, Gordian will assist with obtaining the necessary approvals and the issuance of a purchase order to the contractor.
- Project Management. During construction, the Member's Project Managers will follow their standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the Member desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

The Job Order Development Services can be provided on every Job Order as a comprehensive support package for any Gordian JOC customer, or they can be provided on a project-by-project basis when requested by the Member. Pricing for the Job Order Development Services, which is exclusive of any other fees set forth herein, is provided.

#### Project Management Services

In addition to the Job Order Development services described above, Gordian proposes to provide our project management on a project-by-project basis to any Canoe Member that procures projects either through the Canoe Cooperative JOC Program or their own Independent JOC program as described above. This will allow the Member to assign projects to Gordian to manage Job Orders from Job Order issuance to Job Order close out. Whether due to high volumes, staff shortages, or new strategic staff directives, our project management services can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve a Member's project workload burden. Our staff becomes the Member's staff. A detailed list of Gordian's

		<p>standard construction management services, which we modify as necessary to meet the needs of each customer, is as follows:</p> <ul style="list-style-type: none"> <li>• Preconstruction. First, a Gordian Project Manager will conduct a pre-construction meeting with a Member representative(s), the JOC contractor, and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with the Member, the JOC contractor, and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.</li> <li>• Site Visits. During construction, the Gordian Project Manager will monitor the JOC contractor's work in progress, manage the JOC contractor's compliance with the approved safety plan, and complete a report for each site visit.</li> <li>• Communicate. The Gordian Project Manager will provide weekly construction status reports to the Member, conduct project progress meetings with all JOC contractors and staff periodically, and coordinate any required technical and code inspections.</li> <li>• Supplemental Job Orders. In the event there are unforeseen conditions or the Member requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.</li> <li>• Approvals. The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies.</li> <li>• Project Close-out. As the final step in the process, the Gordian project manager will enter all Job Order-related information into the JOC Software information management system and collect any required as-builts, warranties, etc., from the contractor.</li> </ul> <p>The Project Management Services can be provided on every Job Order as a comprehensive support package for any Gordian JOC customer, or they can be provided on a project-by-project basis when requested by the Member. Pricing for the Project Management Services, which is exclusive of any other fees set forth herein, is provided in the Attachment: Pricing Section - Questions 4, 5, and 6 - Market Basket Pricing.</p>
2	What is your Canadian market share for the solutions that you are proposing?	<p>Canada's total construction spend in the education, healthcare, provincial, and municipal sectors exceeded \$12.3 billion in 2021. Of this spend, \$5.6 billion is on projects less than \$4 million in value and \$4 billion is on projects less than \$500 thousand (and 70% of the project count). The Job Order Contracting method is the most effective procurement strategy for delivering recurring renovation, maintenance, updating, and straightforward new construction projects, therefore helping alleviate project delivery capacity pressures. Currently, Gordian is the only firm that offers a structured JOC program, but the share of the Canadian construction market being procured through Job Order Contracting is a fraction of a percent.</p> <p>In general, Gordian has a strong presence in the pre-construction estimating, capital planning, and assessments market in all public sectors—federal, provincial, municipal, health, education, and post-secondary. Currently, Gordian serves more than 20 municipalities, numerous Provincial ministries, and many federal government departments. These existing relationships and our strong reputation allow Gordian to confidently introduce our offering of JOC to existing business partners. We are uniquely positioned to provide this offering to the public sector market in Canada.</p>
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	<p>Gordian houses all the essential components for a successful Job Order Contracting program—expertise, software, and data—under one roof. We ensure the highest quality by not outsourcing any activities related to the development or implementation of a JOC program. Gordian's top three market differentiations relative to this solicitation are as follows:</p> <ol style="list-style-type: none"> <li>1. Expertise and GPO Experience</li> </ol> <p>Proven track record: Job Order Contracting (JOC) was first created in 1982 by Gordian's founder, Harry H. Mellon. Since then, Gordian has developed a best-in-class JOC Program Management software solution that manages the development of each Job Order from project initiation to completion.</p> <ul style="list-style-type: none"> <li>• Gordian also has a strong Canadian JOC program presence in Ontario and a growing presence in Alberta and British Columbia.</li> <li>• More than 1,200 organizations in North America use Gordian JOC solutions to complete their communities' essential construction projects.</li> <li>• More than 1,300 contractors participate in Gordian JOC programs across North America.</li> <li>• Gordian's team of experts reviews more than 30,000 project proposals annually.</li> <li>• Our JOC solutions help organizations complete more than \$4 billion of construction volume each year, with more than \$830 million in construction volume year to date in 2023 through cooperative JOC programs supporting cooperative purchasing agencies and their Members.</li> <li>• In the past three years, hundreds of organizations have relied on Gordian's JOC solutions to execute more than \$10.4 billion in construction volume.</li> <li>• Over the past 33 years, Gordian's JOC Solutions has had a 95%+ customer retention rate.</li> <li>• Gordian has provided planning services in Canada for 25 years and to Canoe cooperative member organizations for three years.</li> </ul> <p>Experience with GPOs: Gordian has designed our Job Order Contracting (JOC) solution specifically for cooperative purchasing organizations such as Canoe. Known as ezJOC in some cooperatives, this solution is intended for cooperative Members who want to leverage the procurement efforts of a cooperative purchasing agency. It's particularly beneficial for those who may not have the necessary staff capacity or construction volume for an independent, standalone JOC program. Therefore, Gordian is uniquely qualified to implement and maintain large-scale cooperative JOC programs based on our proven track record of success with cooperative customers like Canoe. Gordian has demonstrated the ability to understand and handle the significant challenges and unexpected nuances of running a large geography program with a complex and diverse customer base. We have extensive experience supporting cooperative purchasing organizations of 300+ Members with 20+ construction contracts in place at a single time. Gordian's advancements in Job Order Contracting have earned best-in-class results and recognition for both Gordian and our customers. A growing list of national organizations have recognized the results of our programs for customers including public procurement (NIGP), Housing (NAHRO), and the American Public Works Association (APWA).</p> <p>2. Software. Gordian's Job Order Contracting software is the most comprehensive and widely used tool for managing the entire JOC process. Developed in-house specifically for administering a JOC program, our software streamlines the process with its user-friendly design. As a web-based solution, it is accessible anytime and anywhere with an internet connection. It can handle an unlimited number of users, projects, construction task catalogues, and other information. Our customers receive unlimited access to our software for the term of the contract as part of the JOC System License with our JOC Solution.</p> <p>With over 30 years of experience, Gordian's JOC software features over 20 individual modules for tracking and reporting job orders. These modules cover a range of functions, from price proposal development and review to managing budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates, and more. Our software experts, who are experienced in working with information system professionals, will collaborate with our customer to develop any additional infrastructure procedures and administration processes necessary for success.</p> <p>Gordian JOC software is highly secure, flexible, and powerful when it comes to integration and reporting. It is designed to meet the expectations and needs of our users, currently numbering almost 7,500. Gordian JOC software provides security at all levels, is easy to use, flexible to adapt to the user's specific environment, and is expandable to allow for additional features and components. It also offers the ability to import data from other systems and export in almost any format, provides unlimited support and maintenance, and requires no user action for updates. Furthermore, Gordian JOC software has more features, components, and management capabilities than any other software package. It is built with Microsoft's .NET development tool utilizing Microsoft's SQL Server as the database.</p> <p>3. Data. Gordian possesses a world-class product and technology organization that is continuously experimenting, evaluating, and improving our data to ensure each end customer receives the full value of our products and services. For each JOC solicitation, we generate an updated Construction Task Catalogue® tailored to the specific needs of the project, whether it involves general construction or specialized tasks such as paving, painting, electrical work, plumbing, or demolition.</p> <p>Our dedicated construction cost data team works tirelessly to ensure our JOC customers have access to the most accurate and current construction cost data. This data is compiled through extensive research and analysis of historical data by our team of data scientists. They meticulously identify, review, and verify any pricing anomalies before publication, ensuring unparalleled accuracy and breadth in our construction cost database.</p> <p>Furthermore, we collaborate with each customer to identify any unique, customized tasks required based on the type of work to be performed. Throughout the contract term, we will work with our customer to identify any recurring non-prepiced items and ensure these tasks are developed and included in any subsequent solicitations for the customer's JOC program. This collaborative and meticulous approach ensures our customers receive the most accurate and customized data for their specific needs.</p>
4	If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?	Gordian would not be described as any of these.



5	If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Gordian is the sole developer and provider of JOC solutions in North America, offering comprehensive, turnkey JOC programs with single-point responsibility for all essential products and services. Our JOC solutions are provided utilizing in-house staff only and include the proprietary data, technology, processes, and staff resources necessary for our customers to achieve successful JOC programs. We do not "private label" products from other companies, nor do we rely on third parties, independent vendors, or subcontractors. Gordian directly employs a province-wide/territory-wide network of sales executives, account managers, and full-time employees dedicated to marketing, developing, managing, and supporting Gordian's products and services.
6	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	This is not applicable.
7	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	<p>Gordian developed our JOC solution, for organizations like Canoe, for use by cooperative Members who wish to utilize the procurement efforts of a cooperative purchasing agency or who may not have the staff capacity or construction volume necessary for a standalone, independent JOC program. This has been one of Gordian's JOC-related strategies for 16 years. We have numerous partnerships across North America and have dedicated internal team members responsible for supporting these partnerships. This is a core component of our business.</p> <p>A complete detailed explanation of Gordian's Solution for developing, implementing, and supporting a JOC program that will fulfill Canoe's requirements is provided in this Proposal.</p> <p>Below is a list of Gordian cooperative contracts in North America, with the number of projects completed and the yearly total construction dollar volume.</p> <p>Arizona Department of Administration  2022: 630 projects, \$55,232,487 construction volume  2023 YTD: 722 projects, \$98,001,172 construction volume</p> <p>Buyboard  2022: 123 projects, \$9,819,275 construction volume  2023 YTD: 98 projects, \$17,796,076 construction volume</p> <p>Capital Region Council of Governments  2022: 144 projects, \$13,725,797 construction volume  2023 YTD: 164 projects, \$34,473,028 construction volume</p> <p>Cooperative Educational Services  2022: 472 projects, \$38,099,011 construction volume  2023 YTD: 441 projects, \$48,514,751 construction volume</p> <p>Educational Services Commission of New Jersey  2022: 563 projects, \$57,130,630 construction volume  2023 YTD: 416 projects, \$53,955,321 construction volume</p> <p>Keystone Purchasing Network  2022: 412 projects, \$32,751,134 construction volume  2023 YTD: 345 projects, \$47,318,514 construction volume</p> <p>Sourcewell  2022: 1966 projects, \$387,579,159 construction volume  2023 YTD: 2092 projects, \$414,122,105 construction volume</p> <p>Utah Division of Purchasing  2022: 147 projects, \$9,868,295 construction volume  2023 YTD: 208 projects, \$13,062,802 construction volume</p> <p>Indiana Department of Administration  2022: 39 projects, \$12,107,602 construction volume  2023 YTD: 52 projects, \$15,411,581 construction volume</p> <p>PACE Purchasing Cooperative  2022: 9 projects, \$279,515 construction volume  2023 YTD: 15 projects, \$733,296 construction volume</p> <p>Goodbuy Purchasing Cooperative  2022: 7 projects, \$1,134,724 construction volume  2023 YTD: 2 projects, \$1,668,461 construction volume</p> <p>Equalis Group  2022: 33 projects, \$3,776,796 construction volume  2023 YTD: 56 projects, \$11,969,076 construction volume</p> <p>OMNIA Partners - New Program in 2023  2022: not applicable  2023 YTD: 33 projects, \$1,990,418 construction volume</p>

### Financial Profile

Line Item	Question	Response *
1	Demonstrate your financial strength and stability with meaningful data.	<p>As a public entity, Gordian reports financials that are published under the Annual 10-K Report of the parent company, Fortive Corporation (NYSE: FTV). Gordian financials are rolled up into the Intelligent Operating Solutions business segment in the Fortive 10-K Report. Fortive's Intelligent Operating Solutions accelerate safety, reliability, and productivity, as well as provide operating intelligence with data analytics across a range of markets and environments. The success of this strategy in 2022 drove 12% core revenue growth, an increase in our recurring revenue profile to the low 30% range, as well as strong margin expansion with adjusted operating margins approaching 30%.</p> <p>Sales (\$ in millions)  2020: \$1,883.7  2021: \$2,169.4  2022: 2,466.1</p> <p>Operating profit (\$ in millions)  2020: 317.8  2021: 408.5  2022: 519.4</p> <p>Full Annual Reports are available at Fortive.com under Investors &gt; Reports and Filings. Consolidated Balance Sheets are included on the following pages showing two years of audited data.  We have also included the following Bank Reference.  Bank Reference:  Bank: Bank of America  Address: 1401 Elm Street, 2nd Floor, Dallas, TX 75202  Account: The Gordian Group, Inc.  Routing #: 071923284  Account #: 8765331742  Type: Checking  Contact: B of A Merrill Lynch, Treasury Fulfillment Service Operations, dedicatedmwtwo@bankofamerica.com  Phone: 214.508.6178</p>

### Sales and distribution network



Line Item	Question	Response *
1	<p>Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area that the Proponent wishes to do business in. Your response should address at least the following areas.</p> <p>a. Sales force. b. Dealer Network or distribution methods. c. Service personnel/teams.</p> <p>Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.</p>	<p>a. Sales force. Gordian is uniquely positioned to support Canoe Members in Canada. Our Procurement Solutions sales team, composed of 80 professionals across North America, is dedicated solely to providing the JOC products and services outlined in this RFP. Our sales directors and field representatives are strategically located across the continent, ensuring familiarity with local market economies, politics, and construction environments. Specifically in Canada, Gordian employs team members across the country to cater to the diverse needs of Canoe Members. Our direct employees, including 30 in Ontario, 21 in British Columbia, and one in Manitoba, support sales and services functions. Our sales and service teams have extensive experience supporting customers in all provinces and territories within Canada, across various sectors and organizations of different sizes and complexities. Our Ontario-based staff operates from our office in Vaughan, our Canadian headquarters, which serves as a hub for internal meetings and customer and contractor training events. As we continue to expand into Canada, this office, currently supporting approximately 24 employees, will accommodate our growing workforce. Employees based outside this area operate remotely, equipped with the necessary tools and technology to maintain virtual connectivity with team members and customers. They also have the flexibility to travel across the province and country as required, ensuring that the needs of Canoe Members are consistently met.</p> <p>b. Dealer Network or Distribution Methods. Gordian does not utilize dealers or distributors and sells directly to customers and end users.</p> <p>c. Service personnel/teams. Providing Job Order Contracting products and services is Gordian's primary business. Within a total staff count of more than 850, Gordian employs more than 80 sales professionals, 300 JOC professionals, 40 engineers, and dozens of data scientists, cost researchers, software developers, product managers, and others dedicated solely to our JOC products and services. Our teams have extensive experience in all areas of consulting, planning, construction, information management systems, database administration, construction cost data, estimating, training, project management, operations, and maintenance. The vast knowledge and experience of our employees assist us to fully understand the complexities that our customers face every day. We deliver our products with state-of-the-art computers, cloud servers, third-party Internet providers, and redundant backup systems. Support for our JOC System is provided by our well-established corporate facilities located in Greenville, South Carolina, and Vaughan, Ontario. Account managers work with sales and marketing team members to provide customer and community support. Gordian currently has 52 employees in Canada, primarily concentrated in British Columbia and Ontario. This team includes management-level staff and personnel in JOC operations, facility planning operations, engineering, data science, product development, customer support, professional services, and sales.</p> <p>Gordian is an extremely flat organization. This provides several advantages, including decentralized decision-making, maximum flexibility, rapid responsiveness to our customers, and a unique and attractive corporate culture for employees. We operate under a team concept that allows for the liberal transfer of personnel, ideas, and information, providing our customers with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience that can be leveraged to support Canoe Members in Canada when needed. Our team is not limited to within their home borders, therefore, as we have dedicated Canadian team members, the structure of Gordian enables support from our counterpart in the United States as well. As an example, we recently leveraged the deep experience of one of Gordian's US-based account managers within the healthcare space to support an Ontario healthcare client.</p> <p>Gordian is well-equipped to recruit, train, and add staff at a pace needed to sustain growth in the Canadian market. As the Canoe JOC program grows, our Canadian resources will grow with it to ensure long-term success for you and your Members. Each of these teams is directly supported by substantial resources focused on areas such as product, data, customer support, customer success, marketing, training, and engineering. Gordian's back-office operations include finance, accounting, human resources, and legal operations. The following is the team that will be involved in supporting Canoe:</p> <p>Program Development</p> <p>The Program Development Team is led by Louis Patin, VP National Programs. Mr. Patin's cooperative team will manage Gordian's activities relating to the compilation of bid documents, general conditions, and other program documents required to procure JOC contractors. This includes the citation and incorporation of best practices during each rebidding process and providing standard work for contractor outreach and pre-bid meetings. Mr. Patin's team has assisted in hundreds of public procurements for cooperative buying agencies and will ensure all contracts and bid documents meet Canoe's requirements.</p> <p>He has been with Gordian for 17 years and has experience assembling and managing a complex program with significant regulatory measures. Some of the agencies Mr. Patin has worked with include:</p> <ul style="list-style-type: none"> <li>• Sourcewell</li> <li>• OMNIA Partners</li> <li>• United States Postal Services</li> </ul> <p>Program Management</p> <p>Ammon Leshner, Chief Operating Officer. As COO, Mr. Leshner's role focuses on the management and growth of Gordian's business in North America and the United Kingdom. Mr. Leshner is responsible for assisting with setting the go-to-market strategy, managing the sales team, and ensuring that Gordian's solutions provide value to our customers and cooperative partners. Prior to his current role, Mr. Leshner served as Gordian's Vice President and General Counsel for eight years. He was responsible for overseeing business in Canada and the United Kingdom, gaining familiarity with each country's market dynamics and regulations. Mr. Leshner has been involved in all aspects of Gordian's business including strategic planning, product development, mergers and acquisitions, marketing, and executive management of the organization. Mr. Leshner also directly manages the team responsible for the implementation of JOC programs for all new customers. He has been a keynote speaker on Job Order Contracting issues at several conferences, including in Canada, and has extensive experience working with cooperative partners such as Sourcewell, OMNIA Partners, and many others to develop and implement successful cooperative construction programs. Mr. Leshner has been with Gordian for 10.5 years.</p> <p>National Sales</p> <p>Jen Marshall, VP Sales, International. As VP of International Sales, Ms. Marshall is responsible for developing strategic growth plans for the Canadian and UK markets in the areas of efficient procurement and facilities planning. She is responsible for developing partnerships and leveraging growth opportunities and will work with the Canoe Procurement Business Development Managers and Directors. She also collaborates with team members to build strategic plans to achieve sales targets for the business and is actively involved in go-to-market approaches that include sales, marketing, and operations. Ms. Marshall works with customers to elevate their understanding of best practices in the full building lifecycle and helps organizations create a solid foundation from which smart capital planning decisions can be made to strategically manage their facilities portfolio. Often working from ground zero, she has assisted organizations in putting effective capital planning programs in place that evolve into successful, evidence-based approaches for project procurement and execution. Ms. Marshall has been with Gordian for 10 years and has worked with numerous organizations and public sector entities across Canada including:</p> <ul style="list-style-type: none"> <li>• City of Richmond</li> <li>• City of Mississauga</li> <li>• City of Oshawa</li> <li>• Ontario Ministry of Education</li> <li>• BC Ministry of Health</li> <li>• NS Health</li> <li>• Department of Fisheries and Oceans</li> <li>• Global Affair Canada</li> <li>• Laboratories Canada Scientific and Parliamentary Infrastructure Branch</li> <li>• Public Service Procurement Canada</li> </ul> <p>Government &amp; Regulatory Affairs</p> <p>Led by Jacob Johnson, VP, Government &amp; Regulatory Affairs, the Government Affairs team will work within Canada to develop, prioritize, and focus public policy initiatives directed at making Job Order Contracting an accepted construction procurement process. This team also provides a critical level of service while monitoring legislative activity for potential threats and providing support in the interpretation and application of construction procurement statutes.</p> <p>Software and Data</p> <p>The Data Operations teams are led by Chris Gaudreau, Chief Technology Officer and Chief Product Officer. Mr. Gaudreau leads all aspects of data strategy, innovation, software development, and data operations. Sam Giffin, Director of Data Operations, leads dozens of engineers, cost estimators, and cost researchers responsible for ensuring our construction cost database is the most comprehensive, accurate, and up-to-date cost database in the market. The Construction Task Catalogue® team, which includes John Melin and Paul Cowan, is responsible for the compilation of our customized Construction Task Catalogues®.</p> <p>Marketing</p> <p>Bradi Henao, VP, Commercial Marketing. Mrs. Henao is the VP of Marketing responsible for all marketing efforts including demand</p>

		<p>generation and field marketing strategies supporting SLED, Higher Education, Healthcare, Federal, and AEC industries across North America and Europe. She oversees all strategic marketing efforts focused on building Gordian's market reputation through multi-channel integrated marketing campaigns and events to drive demand, support sales enablement, foster repeat business, and promote brand evangelism through customer engagement. She works closely with Cooperative Procurement and Gordian's product management, support, sales, and operations teams as well as strategic partners to ensure marketing campaigns are relevant and customer-centric focused on current and future needs and market trends.</p> <p>Gordian's marketing department consists of 28 team members focused on pre- and post-sale activities, including:</p> <ul style="list-style-type: none"><li>• Reputation. Broaden the market's awareness of Gordian's products and services.</li><li>• Demand. Drive product preference and conversion.</li><li>• Enablement. Support our field teams' and vendors' ability to drive revenue.</li><li>• Engagement. Foster repeat business and brand evangelists.</li></ul> <p>Customer Support</p> <p>Bill Duff leads our Customer Experience and Support teams which are available to assist with any customer issues including product installations, user access, defect escalation and tracking, and new release guidance. Gordian's Customer Support and Success team Members are dedicated resources for our customers when called upon for assistance. These two teams consist of seven team members. Core responsibilities for these team members are focused on pre- and post-sale activities. Focus areas include:</p> <ul style="list-style-type: none"><li>• On-Boarding New Customers</li><li>• Training/Demos</li><li>• Product Support</li><li>• Product Installations</li><li>• User Access</li><li>• User Navigation</li><li>• Defect Escalation &amp; Tracking</li><li>• Liaison Contact for Engineer Inquires</li><li>• Updating Payment Information</li><li>• RSMeans Storefront Inquires</li><li>• New Requirement/Modifications Requests for Products</li><li>• New Release Inquires of All Products (Books, CDs, &amp; Web)</li></ul> <p>Customer support is available via phone at 800.874.2291 or via email at <a href="mailto:gordiansupport@gordian.com">gordiansupport@gordian.com</a>. Hours of operation are Monday – Friday 8 am EST to 10 pm EST, excluding holidays.</p>
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Service coverage and delivery

Line Item	Question	Response
1	Describe your ability to provide the services you offer to Canoe members in Canada.	<p>Gordian teams have been providing services to the Canadian market since 2002 and have been specifically serving Canoe Members under the Sourcewell contract in Canada for three years. With extensive knowledge and expertise in the building lifecycle industry, we have teams situated in Ontario and British Columbia specialized in this area and ready to service Canoe Members. Additionally, our Canadian teams benefit from the continuous support of our U.S. teams, who collaborate with their Canadian counterparts whenever necessary. Our teams are accustomed to providing virtual support but are also ready to travel to Member locations as necessary both in province and out of province. This is a core component of our business that we have been executing since we were established in 2002. As an organization, Gordian is dedicated to the Canadian market and has committed to the investment of resources to support the existing customer base and the growth anticipated through the Canoe contract. Plans are underway to recruit additional resources. Gordian will provide JOC services to the following Canadian provinces and territories:</p> <ul style="list-style-type: none"><li>• Alberta</li><li>• British Columbia</li><li>• Manitoba</li><li>• New Brunswick</li><li>• Newfoundland &amp; Labrador</li><li>• Northwest Territories</li><li>• Nova Scotia</li><li>• Nunavut</li><li>• Ontario</li><li>• Prince Edward Island</li><li>• Saskatchewan</li><li>• Yukon Territory</li></ul>
2	Identify any geographic areas in Canada that you will NOT be fully serving through the proposed contract if any.	<p>Currently, Gordian is unable to provide JOC services in the province of Quebec as we do not have fully bilingual resources to do so. We have served Quebec customers with other offerings that can be found in the value-add section of this response. As JOC develops in Canada, we will continue to look for opportunities to support this province.</p>
3	Describe in detail the process and procedure of your customer service programs. Include your response-time capabilities and commitments.	<p>Gordian's Customer Support and Success team members are dedicated resources for our customers when called upon for assistance. The Procurement customer-specific account team is also prepared to assist with answering questions, requests, or resolving issues. Core responsibilities for these team members are focused on pre- and post-sale activities. Focus areas include:</p> <ul style="list-style-type: none"><li>• On-Boarding New Customers</li><li>• Training/Demos</li><li>• Product Support</li><li>• Product Installations</li><li>• User Access</li><li>• User Navigation</li><li>• Defect Escalation &amp; Tracking</li><li>• Liaison Contact for Engineer Inquires</li><li>• Updating Payment Information</li><li>• RSMeans Storefront Inquires</li><li>• New Requirement/Modifications Requests for Products</li><li>• New Release Inquires of All Products (Books, CDs, &amp; Web)</li></ul> <p>Customer support is available via phone at 800.874.2291 or via email at <a href="mailto:gordiansupport@gordian.com">gordiansupport@gordian.com</a>. Hours of operation are Monday – Friday 8 am to 10 pm EST, excluding holidays. Gordian's JOC products and services contracts are performance-based and we only get paid if the Canoe Member is satisfied with, and accepts our products and services provided for in this contract.</p> <p>Customer problems and complaints are resolved following Gordian's Support Policy and Service Level Policy. Issues are escalated and addressed by the specific departments best equipped to handle them such as software, services, and billing. Depending on the nature and severity of the issue raised, Gordian's service standards commit to a response time ranging from one hour for critical issues to three business days for low-impact issues and general inquiries. A copy of each policy can be provided upon request along with current Gordian performance standards.</p>

Depth and Breadth of Offered Services

Line Item	Question	Offered *	Comments
1	Development and design of a JOC or IQCC program	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gordian assists the Owner with developing an overall JOC program and detailed execution procedures. Specifically, Gordian: 1. Prepares the Bid Documents: Form of contract, bid forms, general conditions, etc. 2. Develops the custom Construction Task Catalogue® (CTC): Construction tasks with unit prices based on local prevailing wage rates and local material and equipment costs. 3. Develops Technical Specifications: Standard technical specifications for the organization.
2	Identification and selection of program platform or resource materials	<input checked="" type="radio"/> Yes <input type="radio"/> No	Based on our understanding of the intent of the question, Gordian employs a customized Construction Task Catalogue® (CTC) specifically designed for construction procurement. This catalogue comprises over 275,000 tasks, each with pre-set costs. Our team, made up of cost researchers, cost engineers, and data scientists, collectively has over 500 years of construction experience. They dedicate thousands of hours each year to developing local material, labor, and equipment pricing for client-specific CTCs. These CTCs are tailored to include commonly used tasks, brands, and technical specifications unique to each client. In fact, our data team invests more than 22,000 hours annually in researching and developing local costs for these CTCs.
3	Performance of procurement-related processes and tasks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gordian works in support of the contracting agencies—in both a cooperative purchasing organization or a client entity in the direct program context—processes and tasks, using our knowledge of JOC best practices and construction industry expertise. This includes contractor outreach and pre-bid education to familiarize the industry with this procurement method, explaining the rules for preparing a price proposal, and conducting a price proposal exercise to inform adjustment factor bids. Gordian typically supports the contracting agency in the qualification and selection of responsive, responsible bidders.
4	Technology software application or platform solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Gordian's JOC solutions are managed on an easy-to-use, collaborative online platform. Gordian's Job Order Contracting software is designed to meet JOC best practices and provides instant access to your customized CTC, ensuring price certainty and procurement speed. The Owner and awarded contractors can manage the Job Order workflow from creation to closeout with transparency, auditability, and control.
5	Training program administration technical and contractor support hosting and customization services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Training is a vital element of any successful Job Order Contracting (JOC) program. At Gordian, we ensure all parties involved in the process receive comprehensive training, familiarizing them with each step and emphasizing the importance of adhering to established procedures. We also offer refresher courses as needed to reinforce this knowledge. Depending on the level of support required, Gordian can provide a range of services—from price proposal reviews to construction management—to ensure the success of the program. As highlighted in this proposal, our dedicated customer experience team is always on hand to provide support, ensuring a successful outcome for all parties involved.

Industry specific questions

Line Item	Question	Response *
1	Describe your approach to developing implementing and supporting JOC or IQCC programs for governmental or educational entities.	<p>Gordian's approach to developing, implementing, and supporting JOC programs for governmental or educational entities is as follows:</p> <p>Implementation Kickoff</p> <p>Gordian's startup team is responsible for the design and implementation of the Owner's JOC program. This team is comprised of two departments: Program Design &amp; Contracts (PDC) and the local Operations.</p> <ul style="list-style-type: none"><li>The Program Design &amp; Contracts team is assigned to each new Owner startup to assist the local Operations team with the design of the Owner's JOC program and ensure all facets of the implementation are completed within the agreed-upon schedule.</li><li>The local Operations team will be with the Owner throughout the design and implementation process, and once construction contracts are fully executed, will be responsible for the management and support of the Owner's JOC program.</li></ul> <p>To start the implementation, Gordian conducts a series of kickoff meetings with the Owner to discuss the specifics of the Owner's JOC program. This is typically two meetings but could be more depending on the level of complexity of the Owner's program. Topics for the kickoff meetings include:</p> <ul style="list-style-type: none"><li>Introduction of Gordian's PDC and Operation team members</li><li>An Overview of the Implementation Process from Kickoff to Contract Award</li><li>Broad Discussion of Owner's Needs and How the Owner Believes JOC can Assist</li><li>Types of Work the Owner Anticipates Procuring with JOC</li><li>Geographic Area of Work</li><li>Estimated Annual Construction Volume</li><li>Review of Best Practices for a Successful and Timely Implementation</li><li>Outreach to the Local Contracting Community and Associations</li><li>Process for Customizing the Contract Documents</li><li>General Discussion on Schedule and Owner's Desired Contract Award Timeframe</li></ul> <p>Based on the information discussed at the kickoff meetings, the Gordian startup team will present to the Owner a program design framework and a detailed implementation schedule. The program design is developed and customized for each Owner individually. Elements of the program design framework may include, but are not limited to the following:</p> <ul style="list-style-type: none"><li>Number and Types of Contracts to Award (General Construction + Any Trade Specific Contracts)</li><li>Geographic Area of Work and Map (If Applicable)</li><li>Basis of Contract Award</li><li>Estimated Annual Value and/or Maximum Contract Value</li><li>Contract Term (Base Term + Option Terms)</li><li>Adjustment Factors (Price Component of a JOC Bid)</li><li>Annual Price Adjustment</li><li>List of Contract Documents</li><li>Subcontractor Participation Goals (Adheres to Owner's Diversity Program for Construction Work)</li><li>Potential Funding Sources (Local, State, Federal – ESSER, FEMA, HUD, FHWA, CDBG, etc.)</li><li>Wage Rates</li><li>Payment and Performance Bonds</li><li>Insurance</li><li>Contractor Outreach and Engagement Plan</li><li>Setting a regular cadence for JOC Progress Meetings</li></ul> <p>Best practices that are considered when designing a program include:</p> <ul style="list-style-type: none"><li>Developing a program to maximize the opportunity for the Owner to have multiple contractors available to perform the work, either as a primary contractor or as backup. This can be achieved in a variety of ways, but it is a best practice for an Owner to have different contractors available so that all eggs are not in one basket.</li><li>Being mindful of the number of Contract awards and trades bid regarding construction volume. A successful JOC contractor is one that has a steady flow of work. Each contract award should have the opportunity to be issued at least \$1,000,000 of Job Orders annually. Anything less and an Owner may consider reducing the number of contract awards.</li><li>Don't get too fancy. Depending on the market and construction volume where the Owner is located, simple can be better. If JOC is brand new to an area, bidding out a variety of trade-specific JOCs may not be best right out of the gate. Keep it simple, educate the general contractors that are used to being primes, and award general construction contracts to start. Over time, it will become clear which trades have enough volume and potential bidders to warrant a separate bid.</li></ul> <p>Recurring JOC Progress Meetings</p> <p>At the conclusion of the kickoff phase, there will be three concurrent paths occurring simultaneously.</p> <ul style="list-style-type: none"><li>Development of the Front-End Bid Documents, Bid Forms, General Conditions, and Agreement</li><li>Customization of the Construction Task Catalogue® and Technical Specifications</li><li>Development of the Contractor Outreach and Engagement Plan</li></ul> <p>To provide regular updates on these tasks, Gordian will establish bi-weekly JOC progress meetings. At these meetings, the Gordian and Owner teams will discuss the work progress on the items specified above and confirm the implementation is still on schedule.</p> <p>Preparing the Front-End Bid Documents</p> <p>The Gordian PDC team will develop a set of bid documents customized for the JOC procurement system and the agreed-upon design. Gordian will prepare bid documents, which include developing JOC-specific language and requirements that will complement the Owner's standard Contract and General Conditions and the bid documents that will be used to procure the Owner's JOC contractors.</p>

To start, the Owner provides Gordian with their boilerplate bid documents to review and customize. The boilerplate documents the Owner sends are typically dependent on whether the basis of the contract award is a low bid Invitation for Bid document or a Request for Proposal document where the contract award is based on both technical qualifications and price.

Bid Documents typically include, at a minimum:

- Advertisement (Notice to Contractors, Notice to Bidders)
- Instructions to Bidders
- General Terms and Conditions of the Contract for Construction
- Bid Forms
- Sample Agreement and Bond Forms

Gordian's PDC team will prepare the initial version one bid document for the Owner to review. Multiple versions of the bid documents typically go back and forth between PDC and the Owner with both parties polishing the language until it is determined that the Bid Documents are complete enough for legal review. As an option, having legal review concurrently can help expedite the implementation process as it is generally faster than legal performing a head-to-tail review.

During this process, Gordian PDC and the Owner should participate in the meetings specific to the review of the bid documents. The work progress on the front-end bid documents is one item discussed on the JOC progress meeting calls with the entire Gordian and Owner team.

Customizing the Construction Task Catalogue® and Technical Specifications

The Construction Task Catalogue® consists of two parts: localizing the Unit Prices and customizing the content for the type of work the Owner anticipates completing.

To start, Gordian will conduct an initial meeting specific to providing an overview of the Construction Task Catalogue®. This meeting will be to provide the Owner with an overview of the Construction Task Catalogue®, the guidelines for using the Construction Task Catalogue®, the layout of sections, tasks, and pricing, and a review of the Table of Contents.

Each Construction Task Catalogue® contains localized Unit Prices for local labor, equipment, and material prices. Gordian's data engineers spend weeks performing data research required to localize the Unit Prices.

To customize the content of the Construction Task Catalogue® and Technical Specifications, the Gordian team will schedule separate meetings with the Owner's facilities department and others who want to participate in the customization process for the Construction Task Catalogue®. Through the review of the Table of Contents, Owners may elect to remove sections they may not use. Owners also can add sections or tasks for commonly used and routine tasks that are not currently in the Construction Task Catalogue®. For these tasks, the Gordian team will work directly with the Owner to identify tasks for Gordian's data team to create. Gordian's data team will research and develop the following for any new tasks:

- A unit of measure
- A detailed task description specifying the task and when and how it is used
- Labor, material, and equipment price components, updated to reflect local prices, prevailing wages, and working conditions at the time of publishing
- Details of the work crew necessary to install the task
- Productivity factors that determine how much time it takes to install one unit of the task

The Gordian team will publish the final Construction Task Catalogue® and Technical Specifications prior to the Owner advertising the Job Order Contracts.

Contractor Outreach

While the Contract Documents are being customized, the Gordian PDC team will work directly with the Owner to develop a comprehensive plan to perform contractor outreach and engagement with the local contracting community.

We will work with the Owner to develop a comprehensive list of performing contractors. Gordian has a database of performing JOC contractors in local markets. Gordian will add to the list of performing JOC contractors the list of contractors who have performed well for the Owner. Gordian can also work directly with the Owner's Diversity, Equity, and Inclusion (DEI) department to ensure small, diverse, and emerging businesses are part of the contractor outreach and engagement. Gordian can establish relationships with local contractor and trade associations to further develop the contractor outreach list.

As part of the contractor outreach plan, Gordian can perform targeted outreach to those contractors on the master list, and/or conduct a JOC Informational Seminar open to the entire contracting community. During the contractor outreach and at the JOC informational seminar(s), the discussion will be general in nature with a focus on the JOC procurement system. Any specifics about the Contract will be minimal as the bid documents have not yet been advertised. Typical topics for contractor outreach include general discussions on the Job Order Contracting procurement system, possible types and sizes of contracts to be bid, and why Job Order Contracting is good for contractors. The goal is to get the contractors interested in the bid opportunity and to attend the pre-bid meeting where contract-specific details will be discussed, and any questions will be answered in full.

Competitive Procurement

Once the Contract Documents are approved for advertisement and contractor outreach is complete, the Job Order Contracts will go through the same competitive procurement process as the Owner's other construction bids.

The Owner will advertise the Job Order Contracts through the same mechanism as other construction contracts. Many Owners utilize bid portal software and JOC can conform to those bidding systems.

Gordian will work with the Owner to develop an agenda for the pre-bid meeting. Gordian normally takes an active role with the Owner in developing and conducting the pre-bid meeting. Gordian will provide the Owner with a PowerPoint presentation. The pre-bid presentation includes a summary of the JOC procurement system, the contract specifics, required bid submittals, and schedule. Gordian can present the JOC-specific portions of the pre-bid meeting.

Contractors will have the opportunity to submit questions regarding the bid and the Contract Documents. Gordian will assist the Owner in developing draft responses to the questions as well as any required addenda documents.

The Owner will conduct the public bid opening or evaluation of the proposals and execute a contract accordingly.

Execution Procedures

While the contractors are preparing their bids during the competitive procurement phase, Gordian will work with the Owner to develop a set of execution procedures setting forth the steps for the Owner to procure work. The execution procedures will include steps for:

- Project identification and selection of JOC as the procurement method
- Procedure for the development of a Job Order Proposal
- Issuance of the Job Order and the signature/approval routing process
- The process if any changes in work are encountered requiring a modification to the project's scope of work

Gordian will prepare the draft execution procedures, meet with the Owner to review, and revise as necessary.

Configuration of the JOC Information Management Software

Concurrently with the Execution Procedures, Gordian will work with the Owner to configure and customize the JOC Information Management Software ("JOC IMS"). The JOC IMS will be configured to track milestone events during the procurement of a Job Order and other information that is important to the Owner, including, but not limited to: subcontractor participation, diversity participation rate, budgets, and tracking dates. The JOC IMS will keep a detailed record of all Price Proposals submitted by the contractor and a record of their review. The JOC IMS will also include a standard set of forms used to procure a Job Order and management reports used by the Owner to track JOC usage, and contractor assignments, and review the overall performance of the JOC program.

Gordian will load the awarded contracts into the JOC IMS.

Training

Gordian will conduct comprehensive training for both Owner and contractor staff. Gordian will prepare a training manual for the training session. Topics include:

- Job Order Contracting Overview
- Understanding the Construction Task Catalogue®
- Guidelines for Using the Construction Task Catalogue®
- Contract Specifics and Pertinent Contract Language
- Execution Procedures and Procuring Individual Job Orders
- Hands-on Software Training on the JOC IMS

Conclusion

With Contracts awarded and training complete, the Owner now has JOC contractors under contract ready to perform work. The Owner can identify projects, select JOC as the procurement method, procure the Job Order according to the approved execution procedures, and complete many projects under a single competitively bid contract.

Attachment: Industry Specific Section – Question 1- Implementing and Supporting JOC Programs - A flow chart outlining our standard process for implementing JOC programs for government and cooperative purchasing agency customers has been uploaded as an attachment.

Technical Support

Gordian will provide ongoing technical support in several areas during the term of the contract. Specific technical assistance will include the following:

JOC Program Updates

During the term of the contract, Gordian will provide continual updates for Canoe's JOC program as follows:

- Provide Canoe with updated JOC Contract Documents for all new JOC contracts and JOC re-bids. This support will include: updating



		<p>Construction Task Catalogues® and Technical Specifications; monitoring recent changes and recommending improvements to the Contract and General Conditions to specify the requirements of Canoe; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that Canoe retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever-changing needs of Canoe.</p> <ul style="list-style-type: none"><li>• Work closely with the project managers on existing contracts to identify non-prepriced tasks, price those tasks, and insert them in the next Construction Task Catalogue® to minimize the number of non-prepriced items.</li><li>• Provide procurement and marketing support during the solicitation of new JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization.</li></ul> <p>Contract Implementation Support</p> <p>During the term of the contract, Gordian will provide continuing contract implementation and support services as follows:</p> <ul style="list-style-type: none"><li>• Conduct complete training sessions on an as-needed basis for new JOC contractor staff in the execution of JOC and the use of the JOC Software.</li><li>• Conduct periodic refresher training sessions for existing JOC contractors in the execution of JOC and the use of the JOC Software.</li><li>• Continue to develop and customize the execution procedures, training materials, forms, and reports to facilitate the management and execution of JOC.</li><li>• Work closely with Canoe and participating Member staff and the JOC contractors to ensure that both parties are executing JOC following the established procedures.</li><li>• Assist Canoe in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract.</li></ul> <p>Software Support and Maintenance</p> <p>Gordian has configured, tested, and is currently maintaining the JOC Software for over 700 locations. After the program is up and running effectively, we will provide the following technical support services for the JOC Software using multiple communication methods to serve Canoe conveniently and efficiently.</p> <p>On-Site Personnel</p> <p>Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in JOC Software and can handle almost every assignment without additional assistance. Our representatives have conducted a substantial number of JOC Software training sessions and have customized some of the most challenging reports for our customers. We believe that working on-site is the best way to accomplish most tasks.</p> <p>Remote Access</p> <p>Remote access applications like GoToMeeting and TeamViewer allow us to connect directly to a user's computer, enabling us to analyze and resolve specific problems they are experiencing. With a basic internet connection, our support representative operates the user's computer as if they were sitting at the user's desk. GoToMeeting and TeamViewer are compatible with most firewall and security settings, ensuring seamless connectivity. This remote access solution closely replicates the benefits of an on-site visit, and it has proven highly successful in delivering real-time solutions and support.</p> <p>Furthermore, our Gordian team members are proficient in utilizing platforms such as Microsoft Teams, Zoom, and Google Meet. These tools allow us to offer remote troubleshooting and advice, further enhancing our ability to provide efficient and effective support.</p> <p>Toll-Free Support Line</p> <p>Calling our toll-free software user support line will connect the user with an information technology specialist who will promptly assist the user concerning their immediate software questions. The support line is staffed by knowledgeable and trained personnel.</p> <p>The primary reason JOC programs developed and implemented by Gordian are so successful is the on-going support we provide to our customers.</p> <p>Our program is based on the concept of shared success. We succeed only if you do. We are excited about the opportunity to provide a customized Gordian JOC solution with its many benefits for Canoe and its Members. Please visit <a href="http://www.Gordian.com">www.Gordian.com</a> to learn even more.</p>
2	Describe the JOC or IQCC unit pricing method(s) employed by your organization and how it is developed and maintained.	<p>Gordian's Construction Cost Database is built using unmatched expertise that relies on exhaustive research coupled with decades of historical data analyzed by our team of data scientists to ensure any pricing anomalies are identified, reviewed, and verified before publication. We believe that no firm in the world can match the level of resources we've dedicated to ensuring the accuracy and breadth of our construction cost database.</p> <p>Gordian maintains a Construction Cost Database consisting of more than 275,000 construction tasks. With this database, we have developed a Construction Task Catalogue® and associated Technical Specifications that include all of the tasks necessary for the Members of our cooperative purchasing customers to procure their routine construction-related jobs.</p> <p>During the past 32 years, our team of experienced cost estimators has prepared more than 3,000 customized Construction Task Catalogues (CTCs), specifically designed for JOC programs. Gordian CTCs support over 275,000 construction tasks, with prices that are localized and time-specific for each contract publishing. This work involves a team of over 50 people including cost engineers, cost researchers, data scientists, quality control experts, and data collection tool developers. The data consistency is a product of over 22,000 man-hours of cost research efforts every year. Construction tasks are derived from the combination of materials, labor, and equipment costs compiled together by an algorithm, that proportions each element as it is required to complete each task, and a determination of the hours of work (productivity) involved per task UOM. Data science and quality control contribute to the consistency and the segmentation of cost, to determine drivers that are statistically defensible at the local, regional, territory, or provincial level, utilizing 100 years of cost collection data delivery experience.</p> <p>Every year Gordian revalidates tens of thousands of tasks to update work to today's construction standards. The results of this work produce fair and equitable mean costs, that represent the midpoint of localized bare construction cost data. This does not include overhead or profit for the prime or sub-contractors as the Adjustment Factors submitted should include these costs. Gordian continually enhances the breadth of our task portfolio to keep up with current construction trends and utilizes our experience with over 300 active JOC programs across North America to provide the construction tasks that make for a successful program.</p> <p>When we build a new Construction Task Catalogue®, we start with our 275,000 task database which is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogues® for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition, and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC customers are using the most accurate, up-to-date construction cost data available.</p> <p>The construction cost database is continuously researched through a structured, formulaic methodology that ensures accuracy and consistency across all tasks. Each line item contains territory, providence, regional, or local material, labor, and equipment costs, targeting the appropriate source for each:</p> <p>Material</p> <ul style="list-style-type: none"><li>• Material Price Indicators</li><li>• Modifiers</li><li>• Live Data Requests</li></ul> <p>Labour</p> <ul style="list-style-type: none"><li>• Union Wages</li><li>• Prevailing Wages</li><li>• Local Requirements</li></ul> <p>Equipment</p> <ul style="list-style-type: none"><li>• Rental Equipment Costs</li></ul> <p>In addition to the tasks already compiled, Gordian will work with Canoe to determine whether any unique, customized tasks will be required based on the type of work to be performed. During the term of the contract, Gordian will also work with Canoe to identify any recurring non-prepriced items, and ensure those tasks are developed and included in any subsequent solicitations for the Canoe JOC program.</p> <p>Pricing compliance is simple with a cooperative JOC program as all fees are set within the JOC construction contracts and do not change during the life of the contract. Under Gordian's cooperative pricing model, all Gordian fees and Canoe administrative fees are included in the JOC contractor's adjustment factors at the time of the bid. When a Canoe member procures construction through a Canoe JOC contractor all project and pricing information is captured in Gordian's JOC software application, which is integrated with Gordian's Netsuite ERP system. Upon the entry of a purchase order into the JOC system, the revenue associated with that purchase order is accrued and the administrative fees for Canoe, which will be collected by Gordian and remitted to Canoe, are automatically generated as a payable item within SAP. Since the pricing is set at the time Canoe awards its JOC contracts, compliance with contract pricing terms simply consists of setting those payment terms within the SAP system at the outset of the program. In addition to routine reviews of contract pricing Gordian undergoes annual 3rd-party audits to ensure compliance with contracting and pricing requirements across the business.</p>

3	Describe the JOC or IQCC program training available to participating entity staff and contractor personnel.	<p>Gordian will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that Canoe Member staff, Gordian team members, and Canoe's JOC contractor staff will receive specialized training.</p> <p>Canoe Member Staff. For those Canoe Members who elect to procure a JOC solution directly from Gordian, a comprehensive training program for member staff will be provided including the following training modules: JOC Overview, JOC Contract Documents, JOC Program Execution, Job Order Development, Construction Task Catalogue®, and JOC Software.</p> <p>Gordian Team. Gordian offers extensive training to its sales management and team regularly. Occurring through quarterly on-site sales meetings and monthly webinars, training focuses on solution-specific information, messaging, and sales strategies to ensure that both internal and external best practices are shared amongst the team.</p> <p>Additionally, Gordian believes that training specifically on the Canoe contract is critical to the sales team's success. To ensure that the sales team is enabled with all pertinent information and tactics, upon award of the Canoe contract, Gordian will deliver training as outlined below:</p> <ul style="list-style-type: none"><li>• Canoe Overview – A discussion with Canoe</li><li>• Contracts that are available to our customers through Canoe</li><li>• Use of Canoe</li><li>• Advantages for the buyer</li><li>• Procedures for use</li><li>• Canoe resources</li><li>• Legal</li><li>• State statutes that address Joint Powers</li><li>• How to explain the legal issues, if necessary</li><li>• Marketing material</li><li>• Explanation of the marketing material</li><li>• When to use</li><li>• Updates</li></ul> <p>Awarded Contractors. Regarding Gordian's awarded contractor network, a significant investment has been refined in the development of a robust contractor training and enablement program to prepare contractors to sell and market the contracted solutions. Our training consists of a live on-location "Success Workshop" or "Success Webinar" depending on the market momentum aimed at building a foundation of business development enthusiasm, product knowledge, and awareness of provincial best business development practices. In major markets, contractors are also afforded private 1:1 consulting sessions with the Gordian team to assist in crafting custom go-to-market plans. The Success Training is followed by:</p> <ul style="list-style-type: none"><li>• Technical training (CTC &amp; Gordian JOC software) usually in the contractor's office</li><li>• Field Sales accompaniment on three sales calls as a demonstration</li><li>• Providing custom sales collateral for interested contractors</li><li>• Invitations to co-exhibit at trade events involving co-branding, and, occasional sales webinars, best practice communique, and contests throughout the year</li></ul>
4	Explain your method of addressing change orders within the JOC or IQCC program.	<p>The Job Order Contracting process naturally reduces change orders because all project stakeholders (Owner, contractor, and Gordian representative) participate in a site visit called a Joint Scope Meeting. During this meeting, the team walks the job site to develop a Detailed Scope of Work—which the contractor will use to develop a price proposal—in a collaborative and constructive atmosphere. This step reduces the misunderstandings and mistakes that lead to most change orders, but that doesn't mean changes never happen. When a project scope changes, the process starts anew, and the project team meets at the site for a Joint Scope Meeting just as they did at the beginning of the project. Together, they develop a Detailed Scope of Work and process the expanded scope as a separate Job Order. Changes are priced out of the Construction Task Catalogue®, eliminating price negotiations and unnecessary delays. A collaborative software platform keeps everyone on the same page, and Gordian's proven process keeps the project moving without costly and time-consuming contractual or legal disputes.</p>

Engagement Plan

Line Item	Question	Response
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1	<p>Considering how JOC is still new in Canada, describe the engagement strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders and subject matter experts involved such as Canadian and regional Construction Associations, public sector facility management experts. Upload representative samples of your engagement materials in the document upload section of your response. You can include links to websites where content is available for review.</p>	<p>If awarded, Gordian will incorporate Canoe messaging into our robust marketing plan already in place. Our corporate-wide marketing plan is composed of a comprehensive communications plan layered with strategic industry components supporting the SLED, Higher Ed, Healthcare, Federal, and AEC markets. Our global marketing strategy is focused on building Gordian's market reputation through a strong digital presence, third-party partnerships, events, and other promotional channels driving demand generation, supporting sales enablement, and fostering repeat business and brand evangelism through engagement.</p> <p>Gordian has established a Business Development position, entrusted to a highly respected and accomplished professional with a background in public sector real estate. This strategic role is dedicated to enhancing brand visibility and driving market expansion by leveraging established networks among public servants and industry peers.</p> <p>Gordian will issue a co-branded press release and develop co-branded collateral pieces. Gordian is experienced in developing External Marketing and Outreach Programs to raise awareness of available programs, primarily through seminars. Gordian also uses seminars to facilitate minority and woman-owned business participation through prime contracts, if available opportunities exist, or networking opportunities with prime contractors.</p> <p>Marketing Focus Areas</p> <ul style="list-style-type: none"><li>• Reputation: Broaden the market's awareness of Gordian's products and services</li><li>• Enablement: Support our field teams' ability to drive revenue</li><li>• Demand: Drive product preference and conversion</li><li>• Enablement: Foster repeat business and brand evangelists</li></ul> <p>Marketing Goals</p> <ul style="list-style-type: none"><li>• Brand awareness</li><li>• Growing new markets</li><li>• Customer Marketing</li><li>• Sustainability/Penetration</li><li>• Nurture</li><li>• Product Marketing</li></ul> <p>In addition to incorporating Canoe into our existing demand generation, nurture, and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by region and industry promoting Canoe messaging. A marketing representative will work directly with Canoe's marketing team at contract kick-off to ensure marketing messaging is aligned and develop a Canoe-specific marketing plan with quarterly check-ins.</p> <p>Gordian's strong marketing presence with various associations across North America would be leveraged to promote the Contract.</p> <p>More specifically, to maximize exposure and awareness of contracted solutions, a long-term marketing plan is in place that leverages Gordian's geographic footprint and existing customer network. This strategy has proven to be effective in growing revenue. The foundation of our marketing plan is based on the idea that it is much more impactful to expand upon existing campaigns to grow both new and existing markets. Gordian realizes that the techniques used for both existing and new markets require different strategies and messaging and is poised to develop and deploy as the type of market dictates. These tactics based on adoption status are detailed below:</p> <p>Obtaining Repeat and Incremental Solutions Use from Existing Customers</p> <ul style="list-style-type: none"><li>• Canoe Campaign. Multi-Channel Campaigns: triggered messaging based on key milestones in the customer's engagement designed to build affinity and stay top of mind.</li><li>• New Market Entry and Market Relaunch Campaigns. Announcement and Education Email Campaign: messaging designed to announce and educate the market when new contracts are awarded.</li><li>• Increased Capability of Customer Reporting. Reporting: Gordian conducts regular program analyses and reviews program health with the customer.</li><li>• Affinity Campaigns: Annual JOC Awards Program and Customer Highlights: Recognition demonstrates gratefulness to customers and ensures increased affinity and likelihood to continue to leverage Gordian solutions.</li></ul> <p>Knowing that the catalyst for great word-of-mouth marketing is satisfied customers, Gordian's marketing begins with delivering outstanding service each day to our customers. Since our beginning, we have employed a performance-based pricing model where customers only pay for work processed through our systems and they can order or elect not to, at will. Our account managers have close relationships with our customers to provide top service. Additionally, our satisfaction tracking monitors customer satisfaction and allows all parties—cooperative, contractor, Gordian—to respond to the results.</p> <p>Acquire New Customers</p> <p>To acquire new customers, such as Canadian and regional Construction Associations and public sector facility management experts, Gordian will:</p> <ul style="list-style-type: none"><li>• Acquire New Names. Digital Advertising, Association, and Co-Partnerships- Including the following channels: digital advertising (PPC, SEO, social media), webinars, trade shows, publications articles and ads, sponsored emails, and events.</li><li>• Engage Leads in our Database. Nurture Programs- Content and messaging designed to be highly segmented on demographic information targeting behaviors to identify key indications of what interests the lead before sales qualification.</li><li>• Build Brand Recognition and Thought Leadership. Concentrated Multi-Channel Approach-Strategically aligning the placement of events and the content calendar will allow a lead to engage with Gordian multiple times simultaneously, building recognition and credibility.</li><li>• Co-branded Web Page for Canoe Members. We will have a dedicated program page for Canoe Members, to provide:<ul style="list-style-type: none"><li>o Personalization. Tailored content and resources that are specifically relevant to Canoe Members. This personalization can enhance the user experience and increase engagement.</li><li>o Ease of Access. Members can find the information they need without having to navigate through irrelevant content.</li><li>o Co-branding. Reinforces the partnership between Gordian and Canoe, strengthening the brand association in the minds of the Members.</li></ul></li></ul> <p>Gordian knows that the key to growth is acquiring new customers, which includes nurturing broad marketplace awareness of procurement tactics and our solutions through a diverse, ongoing promotional mix of tactics. We tailor marketing deliverables changing tactics, messaging points, and value propositions from one market segment to the next, as necessary.</p> <p>Gordian will continue to enhance our channel marketing tactics based on experience and dialogue with other Canoe vendors.</p> <p>Representative samples of Gordian collateral, promotional, and educational materials to promote JOC through public procurement experts, industry leaders, and associations are provided below:</p> <ul style="list-style-type: none"><li>• Interview – Public Procurement Insights from Tammy Rimes: <a href="https://www.gordian.com/resources/executive-interview-series-public-procurement-insights-from-tammy-rimes/">https://www.gordian.com/resources/executive-interview-series-public-procurement-insights-from-tammy-rimes/</a></li><li>• Blog and interview – featuring Public Procurement Expert and Author Maureen Sullivan Insights Into Canadian Public Procurement: <a href="https://www.gordian.com/resources/canadian-public-procurement-insights/">https://www.gordian.com/resources/canadian-public-procurement-insights/</a></li><li>• Video – explaining how to use the JOC Project Entry Form through Cooperative Network: <a href="https://www.gordian.com/resources/how-to-use-eziqc-project-entry-form/">https://www.gordian.com/resources/how-to-use-eziqc-project-entry-form/</a></li><li>• Customer story page involving T&amp;C Intermodal Maintenance Inc. and winning a Project of the Year Award from the American Public Works Association (APWA): <a href="https://www.gordian.com/resources/bollea-road-bridge-emergency-repairs/">https://www.gordian.com/resources/bollea-road-bridge-emergency-repairs/</a></li></ul>
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2	<p>Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the JOC model in Canada. Upload representative samples of your materials resulting from these partnerships in the document upload section of your response.</p>	<p>Gordian has fostered industry and association partnerships with the following organizations that will prove beneficial to promoting the JOC model in Canada:</p> <p>Associations (including but not limited to):</p> <p>1) NCPP – National Cooperative Procurement Partners</p> <p>NCPP is North America's premier association for cooperative procurement, leading the way in elevating the discussion, advocacy, and educational content surrounding cooperative procurement. Gordian has been an NCPP strategic supplier partner for several years, promoting the use of Job Order Contracting. Throughout this partnership, Gordian has been featured in their monthly newsletters, held prominent advertising placement on their website, co-presented in educational webinars, delivered joint presentations at key industry events, such as NIGP, and mentioned in editorial articles authored by NCPP's Executive Director, Tammy Rimes. A few examples are below and attached.</p> <ul style="list-style-type: none"><li>Gordian JOC as a featured strategic supplier in the NCPP newsletter. A screenshot has been provided in the uploaded attachment.</li><li>Gordian's Job Order Contracting solutions are mentioned in an American City and County article authored by Tammy Rimes: <a href="https://www.americacityandcounty.com/2023/03/21/taking-a-higher-priority/">https://www.americacityandcounty.com/2023/03/21/taking-a-higher-priority/</a></li></ul> <p>Link: <a href="https://www.gordian.com/resources/executive-interview-series-public-procurement-insights-from-tammy-rimes/">https://www.gordian.com/resources/executive-interview-series-public-procurement-insights-from-tammy-rimes/</a></p> <p>Interview – Public Procurement Insights from Tammy Rimes:</p> <p>2) NIGP – National Institute of Government Purchasing</p> <p>NIGP has been developing, supporting, and promoting the public procurement profession through premier educational and research programs, professional support, technical services, and advocacy initiatives that benefit members and other important stakeholders since 1944. NIGP is one of Gordian's key promotional partners, and each year invests significant time and promotional dollars to educate its members on the value of Job Order Contracting. Gordian sponsors NIGP's annual Leadership Summit and Forum, is prominently featured on the website, hosts educational webinars, and is featured in email communications to their members.</p> <ul style="list-style-type: none"><li>In 2021, Gordian and NIGP partnered to conduct market research on construction project delivery method challenges and opportunities. The scope of this research was to better understand construction procurement trends, solicitation activities, and the differences between project delivery methods – specifically Job Order Contracting, Design-Build, and Design-Bid-Build. The research included a survey of 260 procurement professionals and resulted in a detailed report: Job Order Contracting (JOC) as an Alternative Project Delivery Method:</li></ul> <ul style="list-style-type: none"><li>Resource webpage: <a href="https://www.gordian.com/resources/job-order-contracting-alternative-project-delivery-method/">https://www.gordian.com/resources/job-order-contracting-alternative-project-delivery-method/</a>. The report was prominently shared and promoted through various channels:</li><li>Webinar discussing the research results - Job Order Contracting as an Alternative Project Delivery.</li></ul> <p>Researchers from Florida International University and Boise State University. The presentation has been provided in the uploaded attachment.</p> <ul style="list-style-type: none"><li>Webpage and video link: <a href="https://www.gordian.com/resources/job-order-contracting-as-alternative-project-delivery-method/?id=4550">https://www.gordian.com/resources/job-order-contracting-as-alternative-project-delivery-method/?id=4550</a></li><li>Blog and video – Canadian Public Procurement Expert on JOC</li></ul> <p>Canadian Procurement Expert Maureen Sullivan Discusses Job Order Contracting (JOC)</p> <ul style="list-style-type: none"><li>Podcast – Job Order Contracting Research Discussed on "Decisions That Matter"</li></ul> <p>Link: <a href="https://www.gordian.com/resources/job-order-contracting-research-podcast/">https://www.gordian.com/resources/job-order-contracting-research-podcast/</a></p> <ul style="list-style-type: none"><li>Blog – What Recent Research Says About Project Delivery Methods</li></ul> <p>Link: <a href="https://www.gordian.com/resources/recent-research-project-delivery-methods/">https://www.gordian.com/resources/recent-research-project-delivery-methods/</a></p> <ul style="list-style-type: none"><li>In 2022, Gordian helped develop NIGP's Job Order Contracting Specialization Certificate curriculum. Details can be found here: <a href="https://www.nigp.org/learning/all-courses/specializations/specialization-certificate-job-order-contracting">https://www.nigp.org/learning/all-courses/specializations/specialization-certificate-job-order-contracting</a></li><li>Gordian at the 2023 NIGP Forum social post. A screenshot has been provided in the uploaded attachment.</li><li>Gordian at the NIGP Leadership Summit social post. A screenshot has been provided in the uploaded attachment.</li><li>Best practices for Public Procurement at the NIGP Forum: <a href="https://www.gordian.com/resources/best-practices-for-public-procurement-at-the-nigp-forum/">https://www.gordian.com/resources/best-practices-for-public-procurement-at-the-nigp-forum/</a></li><li>state [ – 5 Job Order Contracting Myths and Facts <a href="https://www.gordian.com/resources/5-job-order-contracting-myths-facts/">https://www.gordian.com/resources/5-job-order-contracting-myths-facts/</a></li></ul> <p>3) OPBA – Ontario Public Buyers Association newsletter articles</p> <p>The Ontario Public Buyers Association (OPBA) is a prominent industry association that Gordian actively participates in. OPBA is a member-driven association that represents, connects, and advocates for public procurement professionals not only in Ontario but also beyond. Its diverse membership base includes procurement professionals from various public entities such as local, regional, and provincial governments, school boards, post-secondary institutions, public safety, and transit agencies. OPBA offers relevant learning opportunities and access to an extensive network, making it an invaluable resource for professionals at all career stages.</p> <p>Gordian participated in the OPBA Conference in 2023 with a tradeshow booth and an event sponsorship and spoke at the podium as well. Moreover, we contributed thought leadership articles in their e-newsletter. Here are the links to two such articles:</p> <ul style="list-style-type: none"><li>Innovation in the Time of Resource Constraints: A Novel Approach to Construction Procurement <a href="https://mediaedgedigital.com/supplierinsights/opba/innovation-in-the-time-of-resource-constraints-a-novel-approach-to-construction-procurement">https://mediaedgedigital.com/supplierinsights/opba/innovation-in-the-time-of-resource-constraints-a-novel-approach-to-construction-procurement</a></li><li>Transforming Facilities Management with Digital Services <a href="https://mediaedgedigital.com/supplierinsights/opba/transforming-facilities-management-with-digital-services">https://mediaedgedigital.com/supplierinsights/opba/transforming-facilities-management-with-digital-services</a></li></ul> <p>For 2024, plans are in place to enhance our partnership with OPBA. Not only we will renew our plan to publish more content through their e-newsletter, but we will also advertise directly on OPBA's website's homepage. This will give us more opportunities to communicate with their members and visitors to their website.</p> <p>4) Supply Chain Management Association Ontario (SCMAO)</p> <p>SCMAO is one of Canada's largest communities for supply chain professionals and Gordian is building its collaboration strategy with the association and will partner with them in several areas including live chat, executive forums, and conferences.</p> <p>5) Additional Association and Industry Group Partnerships</p> <p>Gordian is associated with and regularly collaborates with many associations and industry groups through its other verticals of product offering and will leverage these relationships to fast-track JOC awareness and promotion in Canada. These include:</p> <ul style="list-style-type: none"><li>NEFPP – National Executive Forum on Public Property</li><li>CCA Annual Conference – Construction networking opportunities (<a href="https://cca-acc.com">cca-acc.com</a>)</li><li>Education Facility Managers Association BC</li><li>Ontario Association of Physical Plant Administrators (OAPPA)</li><li>Canadian Network of Asset Managers</li><li>The Ontario Association of School Business Officials (OASBO)</li><li>Atlantic Association of Physical Plant Administrators (AAPPA)</li><li>Eastern Region Association of Physical Plant Administrators (ERAPPA)</li><li>Real Property Institute of Canada (RPIC)</li></ul> <p>6) Canadian Contractors Associations</p> <p>Gordian is a member of the following contractor associations in Canada:</p> <ul style="list-style-type: none"><li>Toronto Construction Association</li><li>Canadian Association of Women in Construction</li><li>Canadian Construction Women</li><li>Canadian Construction Association</li><li>British Columbia Construction Association</li><li>Vancouver Regional Construction Association</li><li>Vancouver Island Construction Association</li><li>Northern Regional Construction Association (BC)</li><li>Southern Interior Construction Association (BC)</li><li>Independent Contractors and Businesses Association (BC)</li></ul> <p>Attachment: Engagement Plan Section – Question 2- Engagement Strategy</p>
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3	Describe your marketing strategy for promoting the Canoe contract. How will you integrate a Canoe-awarded contract into your sales and training process? Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As identified above, Gordian will incorporate the contract award into existing marketing campaigns as well as execute the following Canoe launch plan to inform the Canadian and regional Construction Associations and public sector facility management experts.</p> <p>Canoe Kickoff: Contracts awarded</p> <p>Readiness/Enablement</p> <ul style="list-style-type: none"> <li>• Develop Collateral. Product one-sheets, create solutions video, draft press release, create a co-branded landing page, and develop FAQs</li> <li>• Field Tools and Training. Sales training, outreach templates, and customer awareness</li> <li>• Co-branded digital assets, introductory videos, and infographics.</li> </ul> <p>Market Announcement</p> <ul style="list-style-type: none"> <li>• Go To Market Launch. Tactics may include press releases, webinars, events, digital marketing, social media, announcement emails, and mailers.</li> </ul> <p>Gordian plans to attend the following tradeshow and conferences in 2024, and where appropriate, will promote the Master Agreement in collaboration with Canoe:</p> <p>Tradeshows 2024 (including but not limited to):</p> <ul style="list-style-type: none"> <li>• NIGP – National Institute of Government Purchasing</li> <li>• NEFPP – National Executive Forum on Public Property</li> <li>• Real Property Institute of Canada</li> <li>• Canadian Construction Association Conference</li> <li>• CNAM – Canadian Network of Asset Managers</li> <li>• Canadian chapters of APPA, like ERAPPA and OAPPA</li> <li>• Education Facility Managers Association of BC (EFMA-BC)</li> <li>• OASBO – Ontario Association of School Business Officials OMC</li> <li>• Ontario Public Buyers Association (OPBA) Conference</li> <li>• CHES – Canadian Healthcare Engineering Society, National Conference</li> <li>• OCFMA – Ontario College Facilities Management Association</li> <li>• SCMAO – Supply Chain Management Association Ontario</li> </ul> <p>Representative samples of marketing materials are as follows:</p> <p>1) Sourcewell:</p> <ul style="list-style-type: none"> <li>• Executive Interview: <a href="https://www.gordian.com/resources/executive-interview-series-august-edition/">https://www.gordian.com/resources/executive-interview-series-august-edition/</a></li> <li>• Customer stories: <ul style="list-style-type: none"> <li>o <a href="https://www.gordian.com/resources/city-installs-solar-panels/">https://www.gordian.com/resources/city-installs-solar-panels/</a></li> <li>o <a href="https://www.gordian.com/resources/county-board-utilizes-eziqc-to-become-epa-compliant/">https://www.gordian.com/resources/county-board-utilizes-eziqc-to-become-epa-compliant/</a></li> <li>o <a href="https://www.gordian.com/resources/indian-creek-water-drainage-improvements/">https://www.gordian.com/resources/indian-creek-water-drainage-improvements/</a></li> <li>o A social media screenshot for the Sourcewell program at Waverly Community School District has been provided in the uploaded attachment.</li> </ul> </li> <li>• Contractor One Sheets: Distributed to contractors to assist them in promoting the program. Examples for General and Mechanical Services and FSG have been provided in the uploaded attachment.</li> </ul> <p>2) State Pages: short and simple one-pagers to promote the cooperative contract regionally. The following collateral examples have been provided in the uploaded attachment:</p> <ul style="list-style-type: none"> <li>• Sourcewell - Ohio</li> <li>• OMNIA Partners - District of Columbia</li> <li>• Equalis Group - South Carolina</li> </ul> <p>3) Event shares to call out our partners:</p> <ul style="list-style-type: none"> <li>• NIGP form: NCPP, Sourcewell, OMNIA Partners, Equalis Group, BuyBoard, Keystone Purchasing Network, CRCOG, and Procurated.</li> </ul> <p>Screenshot examples have been provided in the uploaded attachment.</p> <ul style="list-style-type: none"> <li>• Harrisburg Housing Authority and contractor Lobar Associates Inc.: Won the 2022 Harry H. Mellon Award of Excellence. The project was delivered through Keystone Purchasing Network contract. A screenshot example has been provided in the uploaded attachment. <a href="https://www.gordian.com/resources/housing-authority-renovations-improve-resident-experience/">https://www.gordian.com/resources/housing-authority-renovations-improve-resident-experience/</a></li> <li>• Equalis Group program – South Carolina: A screenshot example has been provided in the uploaded attachment.</li> </ul> <p>4) BuyBoard executive interview: Cooperative Purchasing Insights from Steve Fisher <a href="https://www.gordian.com/resources/executive-interview-series-february-edition/">https://www.gordian.com/resources/executive-interview-series-february-edition/</a></p> <p>5) Webinar: Elevate your construction procurement through Cooperatives <a href="https://www.gordian.com/resources/elevate-construction-procurement/">https://www.gordian.com/resources/elevate-construction-procurement/</a></p> <p>Attachment: Engagement Plan Section – Question 3 – Marketing Strategy</p>
4	Describe your use of technology, AI and social data (e.g. social media metadata usage) to enhance marketing effectiveness.	<p>Gordian's comprehensive digital marketing strategy focuses on acquiring new customers and engaging current customers with personalized, authentic digital interactions where they participate in their own buying journey. Gordian leverages the capabilities of social media within the bounds of General Data Protection Regulation (GDPR) Compliance and Canada's Anti-Spam Law (CASL). This strategy includes but is not limited to digital advertising, search engine optimization (SEO), social media marketing, email marketing, and interactive content marketing. Gordian's marketing team will develop specific targeted initiatives aligned by region to promote the program and the benefits available through it. Gordian leverages technology, artificial intelligence (AI), and social data to enhance our marketing effectiveness in several ways:</p> <ul style="list-style-type: none"> <li>• Predictive Analytics. AI and machine learning algorithms are used to analyze customer behavior and predict future trends to help tailor our marketing strategies to meet customer needs proactively.</li> <li>• Personalization. By utilizing AI, we personalize our marketing messages based on the customer's interaction with our brand, enhancing engagement, and conversion rates.</li> <li>• Social Media Analytics. Gordian's robust social media marketing operation utilizes LinkedIn, Facebook, Twitter, Instagram, YouTube, and other sites that are targeted by region, industry, organization type, and personas. We harness the power of social data by analyzing social media metadata including studying likes, shares, comments, and the overall engagement of our social media posts to understand what resonates with our audience.</li> <li>• Sentiment Analysis. By leveraging AI, we can analyze customer reviews and social media comments to gauge public sentiment about our brand and products. This feedback helps us adjust our marketing strategies and improve our offerings.</li> <li>• SEO Optimization. AI tools are used to optimize our content for search engines, helping us achieve higher visibility and attract more organic traffic to our website.</li> </ul> <p>In an ever-evolving technological landscape, Gordian stays abreast of the latest guidance and regulations, including the Artificial Intelligence and Data Act, to ensure ongoing compliance. By integrating these technologies into our marketing strategies, we connect with our customers more effectively, better understand their needs, and ultimately drive business growth.</p>
5	In your view what is Canoe's role in promoting contracts arising out of this RFP?	<p>Gordian perceives Canoe as a valued business partner and believes in sharing the responsibility of expanding our membership and contractor base. All marketing initiatives aimed at Members, as well as the pursuit of high-quality contractors to participate in the program, will be a collaborative effort between Gordian and Canoe.</p> <p>Throughout the life of the contract, Gordian will actively market and sell the contracts to the Member community and coordinate directly with Canoe on joint outreach and marketing activities as requested.</p> <p>Upon award, Gordian's marketing team will focus on sales enablement and will work alongside Gordian's National Cooperative Team, led by Louis Patin, and Canoe to immediately develop an internal Canoe training program. This would encompass an initial roll-out training for our internal sales and operations team along with regular training throughout the contract. This training program would provide sales reference materials, FAQs, and sales collateral.</p> <p>As outlined in the marketing plan, Canoe would include Gordian-generated success stories and relevant materials in Member communications. Gordian and Canoe would work together to create co-branded collateral as necessary.</p>

6	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract.	<p>Gordian has identified the following keys to a successful implementation, ongoing review, and monitoring of a JOC Program contract:</p> <ul style="list-style-type: none"> <li>• Selection of the highest performing contractors, as permitted by province and territory bidding laws and regulations.</li> <li>• Collaborative, open communication among all parties, supported by data and software.</li> <li>• A detailed Construction Task Catalogue® designed for construction procurement.</li> <li>• Initial training of all parties and ongoing software, technical, and administrative support.</li> <li>• Early contractor involvement at the Joint Scope Meeting and in preparation of the Detailed Scope of Work.</li> <li>• Price Proposal reviews to ensure project cost transparency and accuracy.</li> <li>• Defined success metrics and regular reporting on program achievement.</li> </ul> <p>Gordian's contracts are performance-based and therefore do not require any guarantees or warranties to cover the risk of deficient performance. Customers only remit payment to Gordian for their actual use of the JOC system and are not obligated to make any minimum purchase after Gordian implements the program at no cost to the member. The performance-based approach does require that Gordian track and monitor both internal and customer performance to ensure the program is optimized and the Member is obtaining the efficiencies and savings afforded by our JOC solution. Gordian uses several key performance indicators to demonstrate the value of our JOC solution and to benchmark performance from an established baseline. These key performance indicators, which can be tracked and reported through our Gordian JOC software, include metrics on time and cost savings, with examples of each provided below:</p> <ul style="list-style-type: none"> <li>• Total Procurement Time</li> <li>• Time from Project Initiation to Joint Scope Meeting</li> <li>• Time from Request for Price Proposal to Price Proposal Approved</li> <li>• Time from Price Proposal Approved to Construction Start</li> <li>• Final Cost Compared to Budget</li> <li>• Cost of Initial Price Proposal to Final Price Proposal</li> </ul> <p>Gordian's program analysts and program management teams ensure that these, and other internal performance metrics are tracked and evaluated to confirm that each program is operating at a high level. When key performance indicators evidence deficient performance relative to the program goals, Gordian employs our problem-solving approach to identify the root cause of the gap, implement countermeasures, and drive performance to ensure any gaps are closed.</p>
7	Describe your commitment to attending and/or sponsoring member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	<p>Gordian is committed to attending and sponsoring member engagement events as we believe they are crucial platforms for networking, sharing knowledge, learning, continually improving our services based on the valuable feedback received, and fostering a sense of community. The following is our approach:</p> <ul style="list-style-type: none"> <li>• Active Participation. We regularly attend events such as trade shows, conventions, and educational offerings to stay updated with industry trends, connect with our Members, and gain insights into their needs and challenges.</li> <li>• Sponsorship. We sponsor events like golf activities and retreats. Sponsorship not only allows us to give back to our community but also provides an opportunity to increase our visibility and strengthen our brand.</li> <li>• Knowledge Sharing. We are dedicated to contributing to educational offerings by sharing our expertise and knowledge. Gordian hosts workshops, webinars, or seminars on topics relevant to our industry.</li> <li>• Hosting Events. We are open to organizing member engagement events ourselves, providing a platform for Members to network, share ideas, and learn from each other.</li> <li>• Feedback. We value the feedback received from these events, which we use to improve our services and offerings.</li> </ul>

## Reporting

Line Item	Question	Response *
1	Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with CANOE? How ill you ensure CANOE Members obtain the proper pricing and fee, as well as ensuring your reports accurately include all sales under the various service delivery models under a Canoe contract.	<p>All procurements by Canoe Members require a complete contracting process that includes the incorporation of the Canoe contract SOW and pricing as part of the contract with each Canoe Member. Upon execution of the contract, the customer contract information, including designation as a</p> <p>Canoe procurement, is entered into our contract management platform, SpringCM. Gordian's Netsuite accounting software and SpringCM are integrated to ensure that any customer invoices submitted to customers designated as Canoe procurements are tagged and administrative fees are accrued as future payables upon the receipt of payment for those invoices. This ensures that all invoices and payments from customers procuring through a Canoe contract are properly accounted for and full reports are provided to Canoe designating each payment collected from Canoe Members. Gordian also conducts self-imposed audits intermittently to ensure that all Job Orders issued by customers procuring through Canoe are accounted for and that all complete projects have been marked and invoiced accordingly. Gordian prides itself on self-auditing and contract compliance in all phases and will ensure full compliance with the Canoe contract.</p>
2	Considering the various programs under this contract, describe how will your company monitor each program and to ensure accuracy?	<p>Gordian is committed to delivering only the highest quality products and services available for use in Job Order Contracting. To achieve this goal, we have set our standards very high and adopted a series of quality control measures to monitor each program and ensure accuracy that leaves nothing to chance. We incorporated a wide range of recognized concepts into our quality assurance plan including pre-mission training, peer reviews, elevated reviews, performance measurement, and end-user reviews. Our overall goal is to deliver an efficient and cost-effective construction procurement system at the first opportunity.</p> <p>The implementation of key performance indicators will correspond with the development of Canoe's Execution Procedures. As Mr. Patin and his team work with Canoe staff on the development of the necessary JOC program documents, information will be coordinated with Gordian's Information Technology team for proper configuration of the JOC Software. Reports will be developed to illustrate key performance indicators upon completion of the Execution Procedures to ensure all necessary data is tracked, analyzed, and reported to the appropriate Canoe staff. Key performance indicators will be shown for individual projects, project managers, contractors, and in aggregate to provide a clear picture of the success of the system and process, and tools for management to make improvements to the process. As more projects are completed through Canoe's JOC program, a clear picture of the measurable time and cost savings afforded by the JOC process will be provided through the reports and Key Performance Indicators as discussed below.</p> <p>The JOC Software can organize and present data in virtually any combination or format requested. A report can be created to evaluate projects assigned in a program area, managed by a particular project manager, or completed by a particular JOC contractor. Reports can be created that list a certain group of projects and the critical dates for each such project. This allows Canoe to track the progress of a certain project or a series of projects. Reports can also be customized to provide information related to volume and duration at almost every level of project management. Through the reporting and evaluation of key performance indicators, Canoe and Gordian will have a complete picture of Canoe's JOC program, allowing both parties to assess and make improvements over time. Our program analysts, in coordination with our program management team, will ensure Canoe is tracking and evaluating the Key Performance Indicators; allowing both Gordian and Canoe to identify potential issues early, make proactive management decisions, and ensure the highest quality program for Canoe and its Members.</p>
3	Do you allow public entities to order from multiple contracts and GPOs?	Yes, Gordian does allow public entities to order from multiple contracts under individual GPOs or cooperative opportunities. Gordian prioritizes choice, enabling each customer to select the program and GPO that best suits their needs. We maintain an impartial stance in the decision-making process and uphold our commitment to advocating for the customer's best interests.
4	If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	Tracking individual data sets for all contracts is easily managed and reportable via our proprietary software applications. In a Gordian program, each GPO, GPO Member, and construction contract are assigned unique identifiers which are then integrated into our proprietary systems. Once this information is uploaded, reports are generated and subsequently shared with the GPO during our quarterly review of the program. An added layer of monitoring is included in our customer relationship management (CRM) system. Each business opportunity is tracked in Salesforce with a tag that indicates the cooperative selected for use by the public entity. We can run reports that reflect the specific contract used, the value, and other relevant data.

## Value added

Line Item	Question	Response
1	Describe any technological and operational advancements that your proposed solution offers.	Gordian's JOC solutions are managed on Gordian JOC software, an easy-to-use, collaborative online platform. Gordian's Job Order Contracting software is designed to meet JOC best practices and provides instant access to a customized CTC, ensuring price certainty and procurement speed. The Member and the awarded contractors can manage the Job Order workflow from creation to closeout with transparency, auditability, and control. In addition to creating a more efficient and effective workflow, Gordian JOC software enables the capture and reporting of critical data that can be used to provide a snapshot of the program at any given time or can be used to evaluate program performance over time and enable proactive control to ensure best practices are consistently followed.
2	What unique attributes does your value proposition offer to Canoe members? What	As the creators of the Job Order Contracting (JOC) project delivery method, the Gordian team has decades of experience implementing and supporting successful JOC programs across North America. Gordian's award-winning JOC solutions offer a unique combination of accurate

<p>makes your proposed solutions unique in your industry as it applies to Canoe members?</p>	<p>cost data, purpose-built software, and unmatched industry expertise. Each Gordian JOC project follows a proven process to make sure the Scope of Work is clearly defined, agreed upon, and executed as efficiently as possible. Local, preset pricing in the Construction Task Catalogue® ensures accurate project costs. All Job Order Contracts are accessed in a secure, cloud-based software application that tracks project milestones and spend limits and this purpose-built software allows Owners to set milestones that track end dates, spend limits, and Key Performance Indicators (KPIs) for easy contract management. The Gordian team will conduct a line-by-line review of each project proposal to eliminate inefficiencies and confirm every relevant task necessary to complete the project is included. This end-to-end support and JOC expertise is why hundreds of organizations rely on Gordian's JOC solutions to execute more than \$4 billion in construction volume each year and \$830+ million per year in cooperatively purchased construction services.</p> <p>Gordian's value proposition introduces a novel and efficient approach to procuring construction services in Canada, a unique offering unmatched by any other firm in the country. This alone sets us apart within the industry and offers distinct advantages to Canoe Members. Specifically, our approach empowers Members to significantly reduce administrative costs, expedite project completion, minimize change orders, meet project timelines, and strategically navigate the rising cost of goods with reduced spending power.</p> <p>Our offering further enhances transparency and collaboration for Members in their relationships with contractors, leading to faster response times. It simplifies the procurement process, providing an efficient and seamless experience for Members. Beyond these unique benefits, Gordian stands as the most qualified firm to provide the requested products and services due to additional reasons elaborated on below:</p> <ul style="list-style-type: none"><li>• Gordian's JOC program enhances the suite of offerings within Canoe's vendor community. By offering comprehensive construction delivery services, ideally suited for a cooperative JOC program, we contribute to the holistic solutions that Canoe's vendor community provides.</li><li>• We are the leading firm that can provide single-point responsibility for a JOC program. We prepare, customize, and support, with in-house staff, the Contract Documents, Construction Task Catalogue®, Technical Specifications, and the JOC Information Management System that we provide to our customers. We do not rely on third parties or independent vendors, and we do not subcontract or white-label third-party products. We will be 100% responsible for the success of your JOC program using in-house resources for software, data, and services. No other Canadian firm can deliver this procurement approach in Canada.</li><li>• Gordian has successfully implemented and supported our JOC solutions for over 300 public owners throughout the United States.</li><li>• Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. In 2022 more than \$4 billion of construction work was procured using Job Order Contracting programs implemented and supported by Gordian.</li><li>• Our approach to developing your JOC program will be a source of substantial benefits for the Region's local, minority, and women-owned business programs. We have a proven track record of substantially increasing the use of local, minority, and women-owned firms through the incorporation of diversity goals into the JOC contracts, and monitoring utilization through our JOC software.</li><li>• Gordian is uniquely equipped to market and drive the adoption of our JOC solutions to Canoe Members across Canada.</li></ul> <p>Non-JOC Value-Added Services Available</p> <p>In addition to the JOC solutions described above, Gordian offers value-added facility planning solutions that complement and improve the JOC system proposed herein. Gordian's facility planning solutions will enable Canoe Members to catalogue and assess their facilities assets, develop a comprehensive list of facility deficiencies, prioritize project lists, establish facilities maintenance goals, address backlogs, and chart their progress on defined capital planning and asset management goals.</p> <p>Assessment &amp; Capital Planning Solutions</p> <p>Gordian's Assessment &amp; Capital Planning Solutions elevate the traditional facilities condition assessment where we partner with our customers and key stakeholders to create an actionable, long-term capital plan that strengthens the business case for facilities reinvestment and aligns project selection with organizational goals and financial realities.</p> <ul style="list-style-type: none"><li>• Facilities Condition Assessment. Gordian assessment professionals, including engineers, will gather comprehensive data about the state of each Member's building inventory.</li><li>• Establish a Baseline. Combining the tried-and-true approach of a Detailed Assessment with the technological approach of a Core Systems Assessment will allow for a holistic view of facilities' needs that fits into any budget.</li><li>• Integrate Operational Perspectives. We harness the latent knowledge that exists within the organization by conducting interviews with facilities managers, frontline trades staff, and other key stakeholders to validate our baseline data and ensure it is consistent with operational insight.</li><li>• Create Building Portfolios. We will use your leadership's goals and objectives to strategically segment your buildings into a portfolio of assets with similar functions, priorities, or other factors unique to you. Not all buildings are created equal, and our Building Portfolios process allows us to define areas of emphasis and provides a rationale for facility funding distribution.</li><li>• Develop a Multi-year Capital Plan. With portfolios in place, Gordian supports resource allocation discussions and the creation of a capital investment plan.</li><li>• Ongoing Project Selection. Project selection is a combination of art and science. Gordian's objective prioritization tools allow leadership to create and manage investment strategies that tie technical issues to vision and finance.</li><li>• Capital Planning Software. Cloud-based software and training so Members can access up-to-date assessment data, capital plans, and forecasting tools.</li><li>• Self-Assessment Software. Members can leverage in-house staff with Gordian's tablet-based module that helps facilities teams rapidly collect incremental facility and building condition data.</li></ul> <p>Gordian's Assessment &amp; Capital Planning Solutions can be provided to Canoe Members who elect to piggyback the contract between Gordian and Canoe. There are four levels of service associated with Gordian's Facilities Assessment &amp; Planning Solutions:</p> <ol style="list-style-type: none"><li>1. Gordian provides engineering professionals to conduct a full Facilities Condition Assessment of the Members' facilities, providing detailed reports of requirements that need to be addressed as well as cost estimates.</li><li>2. Gordian professionals provide a Detailed Assessment of the Members' facilities by conducting building walkthroughs and collecting facilities data.</li><li>3. Gordian professionals use our proprietary building lifecycle database to develop a Core Systems Assessment of the Member's facilities without an on-site walkthrough survey.</li><li>4. Gordian professionals utilize existing facility data and do not conduct a direct assessment.</li></ol> <p>All service levels previously mentioned include access to an online portal where the Member's facilities data and capital planning resources can be accessed. Ongoing access to the online portal is also available for an annual subscription fee.</p> <p>With each of the four levels, Gordian will provide Members with executive-level presentation of findings, reports, and access to the comprehensive inventory of data for each organization. Gordian also offers programs to update the data for each member on an ongoing basis.</p> <p>Additional professional services are available Canoe Members, including Gordian lead workshops such as capital budgeting and capital planning program development. Should additional training be required, pricing has been provided.</p> <p>Return on Physical Assets</p> <p>Return on Physical Assets (ROPA) solution provides the data, contextual understanding, and strategic recommendations needed to steward customer facilities most effectively. Gordian will partner with Canoe or its Members to develop an analytical framework and dialogue with stakeholders that aligns space, capital, and operational needs, helping ensure facilities investments are made to best serve the entire community. ROPA's framework includes:</p> <ul style="list-style-type: none"><li>• Data Collection &amp; Measurement. Gordian collects and assembles a holistic set of finance, facilities, and infrastructure data to establish a baseline of the current state of the customer's physical campus.</li><li>• Performance Assessment. Assess your current situation and determine how well-positioned you are to address exposures through historical tracking and peer benchmarks.</li><li>• Analysis &amp; Modeling. Utilizing experience and data from 450 institutions, Gordian sheds light on where existing practices and approaches will take the campus in the future.</li><li>• Action Planning. With priorities defined and understood, decisions can enable forward action toward institutional goals and a sustainable future for the facility.</li><li>• Continuous Improvement. Available as an annual Membership service, measure and track progress towards goals and ensure a shared vision to service the mission.</li></ul> <p>Gordian's ROPA products and services can be provided to Canoe Members who elect to piggyback the contract between Gordian and Canoe. Gordian's proprietary ROPA approach is a three-step process that is completed through a three-year commitment by the member. Gordian is also open to modifying or customizing a planning solution based on the size and needs of the Member. Any customized version would include a variation of the components listed above as necessary.</p> <p>Sustainability Benchmarking &amp; Analysis</p> <p>Gordian has been active in the higher education sustainability community since 2007. Our collaboration with Clean Air-Cool Planet led to the initial version of our service intended to help institutions satisfy the early requirements of Second Nature's Climate Commitment. Since then we have completed over 500 greenhouse gas inventories and been a frequent contributor of content to numerous green publications, conferences, and other media.</p> <p>Today, our Sustainability Benchmarking and Analysis is more than just a greenhouse gas inventory. Gordian independently validates sustainability performance and supports our Members as they create and expand their climate programs. Working with our Members, we make strategic recommendations to enhance environmental stewardship, connect sustainability to other campus investments, and help communicate plans to various constituencies on campus. Sustainability Benchmarking &amp; Analysis provides institutions with accurate and verified</p>
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	<p>information regarding their green programs as well as the ability to benchmark their performance with over 50 other member institutions through our Member Portal.</p> <p>Gordian uses SIMAP (Sustainability Indicator Management &amp; Analysis Platform), developed by the Sustainability Institute at the University of New Hampshire, to quantify and track greenhouse gas emissions. This tool provides a credible and replicable base for measurement and comparison. When combined with Gordian-proven data collection and qualification tools, SIMAP can assure consistency and comparability in measurement.</p> <p>The final deliverables are crucial to the successful implementation of recommendations. Gordian provides “trustee quality” deliverables that provide both summary and detailed findings of Sustainability Benchmarking &amp; Analysis. We have found that effective deliverables must be understandable from the boardroom to the boiler room. Therefore, information is integrated to include both strategic and technical components. This integration helps ensure that strategic policy initiatives can be easily translated to tactical actions for implementation at all levels of the organization.</p> <p>Gordian’s Sustainability Benchmarking &amp; Analysis services can be provided to Canoe Members who elect to piggyback the contract between Gordian and Canoe. Gordian’s standard approach is a three-year commitment by the Member. Gordian is also open to modifying or customizing a sustainability solution based on the size and needs of the Member. Any customized version would include a variation of the components listed above as necessary.</p> <p>Space Utilization</p> <p>The goal for Space Utilization is to help institutions optimize the use of existing assets to avoid unnecessary costs and provide a foundation for strategic campus use. Using Gordian’s Space Utilization Solution, customers have successfully instituted scheduling changes, further modernized campus space, and even “found” space without having the build new.</p> <p>The three primary components of our Space Utilization solution are:</p> <ul style="list-style-type: none"><li>• A field assessment of each classroom, including a review of components, layout, and technology.</li><li>• A utilization analysis to document space usage and identify best practices based on available scheduling data.</li><li>• Focus groups with key stakeholders to explore aspirations and first-hand experience.</li></ul> <p>Based on our past performance providing this service to other campuses across North America, Gordian is uniquely qualified to provide actionable space analysis tools to Canoe Members.</p> <p>Estimating</p> <p>Whether planning, budgeting, or estimating, RSMeans Data Online is the quickest way to find reliable cost data on construction materials, equipment, and labor.</p> <p>Construction professionals from all corners of the industry access RSMeans Data Online to build complete estimates, find and validate construction costs, compare local costs against provincial averages, or get quick, conceptual estimates for a variety of building types. We continue to grow and update our construction cost database of over 85,000 unit prices, 25,000 building assemblies, and 42,000 facilities repair and remodeling costs covering every category of construction.</p> <ul style="list-style-type: none"><li>• Comprehensive: find costs for nearly every category of construction</li><li>• Localized: customize cost data to reflect prices in your market</li><li>• Up to date: the online database is updated year-round as costs change</li><li>• Save time: locate costs in seconds in our searchable database</li><li>• Improve planning: Verify costs and evaluate alternatives</li><li>• Increase efficiency: Get updated labor rates, productivity data, and equipment rental rates</li></ul> <p>RSMeans data is North America’s leading source of construction cost information. We offer dependable cost data that is locally relevant, accurate, and up-to-date. Available in convenient book, CD, eBook, and online formats, Owners, developers, architects, engineers, and contractors use RSMeans data from Gordian to get the information they need to build competitive cost estimates and control construction costs.</p>
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### 3. **Reporting**

The Supplier will provide quarterly reports to CANOE about Member purchases under the Program (showing province, association, Member name, Goods/Services purchased, price and Administrative Fee).

CANOE has approval from participating Members to allow the Supplier to share their purchase data with CANOE for the purpose of financial reporting.

The Supplier will provide quarterly reporting details to CANOE identifying all sales and deliveries of Goods/Services pursuant to the Program and the Administrative Fee amount accumulated to date and owing (or paid) to CANOE. The Supplier will clearly show all supporting amounts, references, and provide appropriate supporting information.

The Supplier will provide segmented reporting on each of the provincial associations represented in this RFP.

The Supplier will provide a quarterly business review to CANOE to discuss the Program sales performance and the deployment and effectiveness of marketing strategies. Such review will be provided within 90 days of the anniversary of the Effective Date.

### 4. **Launch 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:

- Conducting sales and marketing activities directly to onboard Members;
- Providing excellent and responsive Customer support;
- Gathering and maintaining Customer and market intelligence, including contact information;
- Identifying Customer savings; and,
- Identifying improvement opportunities (e.g., planning priorities, multi-year projects).
- Participating and supporting Member and industry associations educational events, conferences, trade shows, golf tournaments, reverse trade show where appropriate.

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, Customer 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.

## 5. **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 \$3,000,000 in US dollars 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 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.

## 6. **Additional Matters**

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

## 7. **Contact Information for Notices**

Any Notice to CANOE shall be addressed to:

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

Attention: Tyler Hannemann, General Manager  
Tel: 587-987-6785



Email: [tyler@canoeprocurement.ca](mailto:tyler@canoeprocurement.ca)

Any Notice to the Supplier shall be addressed to:

GORDIAN GROUP CORP.  
30 Patewood Drive, Building 2, #350  
Greenville, SC 29615

Attention: Jonathan Burbee  
Tel: 778-533-8489  
Email: [jonathan.burbee@gordian.com](mailto:jonathan.burbee@gordian.com)



	PRODUCT/SERVICE DESCRIPTION
1	Cooperative JOC Program: All products and services necessary for the development, implementation and ongoing support of a cooperative JOC Program, as set forth in pages 20 - 39 of the proposal, which enables Canoe to advertise, award and support JOC contracts for use by Canoe Members. Six and twenty-five hundredths percent (6.25%) of the value of construction procured through the cooperative JOC program.
2	JOC System and Technical Support: All products and services necessary for the development, implementation and ongoing support of a Job Order Contracting program including a license to Gordian's proprietary software and data for the term of any member agreement. Five percent (5.00%) of the first \$8,000,000 of construction procured through the JOC program, then one and ninety-five hundredths percent (1.95%) of the value of construction procured thereafter. In addition, a contractor license fee of one percent (1.00%) of the value of all construction awarded will be assessed to each participating JOC contractor awarded work by the member.
3	Job Order Development Services: Optional additional services supporting the development of each JOC project from project identification to issuance of a purchase order from the member to a JOC contractor. Three and five hundredths percent (3.05%) of the value of construction procured by the member.
4	Project Management Services: Optional additional services for management of the construction phase of a JOC project procured by a Participating Member. Five and ninety-five hundredths percent (5.95%) of the value of construction procured by the member.
5	<p>Facility Assessment and Planning including direct assessment of the member's facilities by Gordian professionals. Minimum project initiation cost of \$15,000; excluding reimbursable expenses which shall be reimbursed at cost.</p> <p>Gordian must consider many factors associated to Member facilities requested to be assessed when developing a fee to perform the assessment service, this includes:</p> <ul style="list-style-type: none"> <li>o number of buildings (limit to # of buildings/day regardless of size, cost to mobilize &amp; manage an assessment team, minimum records to develop for a building)</li> <li>o size of buildings (space utilization, number of rooms, redundancy of space)</li> <li>o use of buildings (complexity &amp; quantity of systems, redundancy of space)</li> <li>o location of buildings (walkable campus, across town, further yet)</li> <li>o stakeholder meetings in the field (by facility, by campus, by organization)</li> <li>o assumed sufficient and continuous access to the buildings to collect all needed information in one visit to each building and/or space</li> </ul> <p>These factors contribute to the overall hours required to perform the condition assessment and therefore will determine the total fee / (rate per area) for facilities requested to be assessed.</p>

	PRODUCT/SERVICE DESCRIPTION
6	Facility Assessment and Planning utilizing existing facility data, excluding the direct assessment of member's facilities. Minimum project initiation cost of \$15,000; excluding reimbursable expenses which shall be reimbursed at cost.
7	Annual Update of Facility Assessment and Planning Data. A fee equal to Forty-Five percent (45%) of the total cost to the member for the Facility Assessment and Planning services procured in the initial year; excluding reimbursable expenses which shall be reimbursed at cost.
8	Facility Benchmarking and Analysis (< 2,000,000 Square Feet): Gordian's proprietary Return on Physical Assets (ROPA) approach is a three-step process that is completed through a three-year commitment by the member. The fees provided represent annual fees, and additional services, which will be assessed to the member annually during the three-year contract term. In the event the member is unable or unwilling to committ to a three-year contract term, the pricing may be subject to adjustment. Pricing excludes reimbursable expenses which shall be reimbursed at cost
9	Facility Benchmarking and Analysis ( $\geq 2,000,000$ - < 5,000,000 Square Feet): Gordian's proprietary Return on Physical Assets (ROPA) approach is a three-step process that is completed through a three-year commitment by the member. The fees provided represent annual fees, and additional services, which will be assessed to the member annually during the three-year contract term. In the event the member is unable or unwilling to committ to a three-year contract term, the pricing may be subject to adjustment. Pricing excludes reimbursable expenses which shall be reimbursed at cost
10	Facility Benchmarking and Analysis ( $\geq 5,000,000$ Square Feet): Gordian's proprietary Return on Physical Assets (ROPA) approach is a three-step process that is completed through a three-year commitment by the member. The fees provided represent annual fees, and additional services, which will be assessed to the member annually during the three-year contract term. In the event the member is unable or unwilling to committ to a three-year contract term, the pricing may be subject to adjustment. Pricing excludes reimbursable expenses which shall be reimbursed at cost
11	Facility Benchmarking and Analysis (< 2,000,000 Square Feet): Additional Organization. An Additional Organization is required when Supplier will provide the full Products for another geographical location that is under management control of the Member procuring the Products. The best example is a satellite location under management control of a parent institution. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will be required to purchase the Products separately.
12	Facility Benchmarking and Analysis ( $\geq 2,000,000$ - < 5,000,000 Square Feet): Additional Organization. An Additional Organization is required when Supplier will provide the full Products for another geographical location that is under management control of the Member procuring the Products. The best example is a satellite location under management control of a parent institution. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will be required to purchase the Products separately.
13	Facility Benchmarking and Analysis ( $\geq 5,000,000$ Square Feet): Additional Organization. An Additional Organization is required when Supplier will provide the full Products for another geographical location that is under management control of the Member procuring the Products. The best example is a satellite location under management control of a parent institution. Where separate locations require two separate engagements, and are managed as separate entities, each location/entity will be required to purchase the Products separately.

	PRODUCT/SERVICE DESCRIPTION
14	Facility Benchmarking and Analysis (< 2,000,000 Square Feet): Additional Breakout. An additional breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions then Supplier would recommend an additional breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an additional breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as additional breakouts. Additional breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchased products.
15	Facility Benchmarking and Analysis (≥ 2,000,000 - < 5,000,00 Square Feet): Additional Breakout. An additional breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions then Supplier would recommend an additional breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an additional breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as additional breakouts. Additional breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchased products.
16	Facility Benchmarking and Analysis (≥ 5,000,000 Square Feet): Additional Breakout. An additional breakout provides a separate analysis of the Member's information that has been collected and compiled. For example, if a Member has separate divisions then Supplier would recommend an additional breakout. This will enable the Member to benchmark to other similar divisions. In addition, a composite summary view of the Member's divisions would be available. This would consolidate all Member information across all divisions and provide a comprehensive view of the Member's performance. With an additional breakout the final presentation will be with multiple groups. These will include all divisions identified and purchased as additional breakouts. Additional breakouts do not require additional data collection or points of contact with the Member, it is an expanded analysis and benchmarking process related to the use or nature of the facilities covered by the purchased products.
17	Facility Benchmarking and Analysis: Written Report
18	Facility Benchmarking and Analysis: Additional Presentation
19	Facility Benchmarking and Analysis: Complex Data Upcharge
20	Facility Benchmarking and Analysis: Accelerated Services
21	Facility Benchmarking and Analysis: 1 Year Premium
22	Facility Benchmarking and Analysis: Additional Facility Visit
23	Sustainability Benchmarking and Analysis (< 2,000,000 Square Feet): Sustainability Benchmarking and Analysis is completed through a three-year commitment by the Participating Member. The fees provided represent annual fees, and additional services, which will be assessed to the member annually during the three-year contract term. In the event the member is unable or unwilling to commit to a three-year contract term, the pricing may be subject to adjustment. Pricing excludes reimbursable expenses which shall be reimbursed at cost

	PRODUCT/SERVICE DESCRIPTION
24	Sustainability Benchmarking and Analysis ( $\geq 2,000,000$ - $< 5,000,000$ Square Feet): Sustainability Benchmarking and Analysis is completed through a three-year commitment by the member. The fees provided represent annual fees, and additional services, which will be assessed to the member annually during the three-year contract term. In the event the member is unable or unwilling to committ to a three-year contract term, the pricing may be subject to adjustment. Pricing excludes reimbursable expenses which shall be reimbursed at cost
25	Sustainability Benchmarking and Analysis ( $\geq 5,000,000$ Square Feet): Sustainability Benchmarking and Analysis is completed through a three-year commitment by the member. The fees provided represent annual fees, and additional services, which will be assessed to the member annually during the three-year contract term. In the event the member is unable or unwilling to committ to a three-year contract term, the pricing may be subject to adjustment. Pricing excludes reimbursable expenses which shall be reimbursed at cost
26	Sustainability Benchmarking and Analysis: Additional Presentation
27	Sustainability Benchmarking and Analysis: Complex Data Upcharge
28	Sustainability Facility Benchmarking and Analysis: 1 Year Premium
29	VFA Capital Planning Software - VFA Facility. Core software featuring a comprehensive database that supports the collection and management of a wide range of asset information including location, structure, type, uses, conditions, requirements and their associated costs, and related projects and plans. Key benefits: Project Prioritization, Budget Scenarios, extensive reporting capabilities. \$8,000 minimum per year.
30	VFA Self Assessment Software - VFA Auditor. Leverage in-house staff with this tablet-based self-assessment module that helps facilities teams rapidly collect incremental facility and building condition data. This mobile software features best practice inspetion survey templates for quick and accurate assessments. Key benefits: In house assessments built into the VFA Facility capital planning tool. \$5,000 minimum per year.
31	Capital Budgeting Prioritization Workshop - Standard
32	Capital Planning Program Development Workshop - Standard
33	Flexible Professional Services
34	VFA Facility Core Training - 2 Day Member Hosted
35	VFA Facility Advanced Data Development - 2 Day Member Hosted
36	VFA Facility Advanced Data Maintenance - 2 Day Member Hosted
37	VFA Facility Core + Advanced Data Development - 3 Day Member Hosted
38	VFA Facility Core + Advanced Data Maintenance - 3 Day Member Hosted
39	Navigator Program - Light
40	Navigator Program - Standard
41	VFA Auditor Training - 2 Day Member Hosted (Prereq, Navigator Program Completed)
42	VFA Facility Manager Overview - Refresher Training - Web Based
43	Classroom Utilization Solutions - Initiation fee for setup and analysis of space utilization data. Integrates registrar data with capacity and condition data to identify opportunities to more efficiently utilize academic space on college campuses.
44	Space Utilization Solutions - Collection of room data by facility professionals for the classroom utilization analysis. Includes campus inspection of included rooms to collect capacity and condition data.