

## PROGRAM AGREEMENT

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

Supplier Legal Name: Arcadis Professional Services (Canada) Inc.

Supplier Corporate Jurisdiction: 55 St. Clair Avenue West, 7th Floor, Toronto, Ontario M4V 2Y7  
(the "**Supplier**"), as of

Date of Agreement: April 21, 2025 regarding

RFP No. CAN-2025-002

RFP Title Project Management Services  
(the "**RFP**").

## BACKGROUND

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

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

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Term**

This Agreement comes into effect on the Effective Date and shall continue in force for **until April 30, 2028**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of **2 years** by Canoe.

## **1.3 Rules of Interpretation**

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

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

## **1.4 Schedules**

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

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

### **1.5 Order of Priority**

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

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

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

## **ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT**

### **2.1 Program Details**

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

## 2.2 Responsibilities of the Supplier

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.
- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedules A, B and C.
- (c) The Supplier will execute the engagement plan set out in Schedules A and B and will refine that plan over the course of the Term, and as reasonably requested by Canoe.
- (d) The Supplier acknowledges that Articles 1-11, Schedules A, B, C 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 low stock levels, major discounts, and other time sensitive subject matter.
- (i) The Supplier will inform Canoe of important developments within the industry that affect the Program or the Goods/Services.
- (j) The Supplier will maintain the insurance required under Section 11.3 at all times during the Term.
- (k) The Supplier will provide the insurance documents, sales report and pay the administrative fee as required by Canoe on time.

## 2.3 Responsibilities of Canoe

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

## 2.4 Program Leads

- (a) Canoe and the Supplier will each designate a representative from its organization with the authority and competence to coordinate and manage its contributions to the Program on such Party's behalf (each a "**Program Lead**").

- (b) Once each quarter, or as otherwise reasonably requested by either Party, the Program Leads shall formally review the progress of the Program including any problems, concerns, results and any other information material to the progress and success of the Program. Such review shall occur by teleconference at a time mutually agreeable to the Program Leads.

## **2.5 No Guaranteed Volumes**

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

## **2.6 Exclusivity**

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

## **2.7 Conflict of Interest**

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

# **ARTICLE 3 FINANCIAL MATTERS**

## **3.1 Maximum Pricing**

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

## **3.2 Administrative Fees**

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

## **3.3 Supplier Expenses**

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

### 3.4 Billings and Payment

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

### 3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15<sup>th</sup>) of each month according to Schedule D (Sample Sales Report). If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to [accounting@canoeprocurement.ca](mailto:accounting@canoeprocurement.ca) in xls format.
- (c) All reports must include:
  - (i) Member name, number and address, province
  - (ii) Canoe contract number



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

## **ARTICLE 4**

### **TRADE-MARKS**

#### **4.1 Trade-mark License and Branding**

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

- (a) it is the sole owner of all right, title, and interest in and to its Trade-marks;
- (b) any use of the other Party's Trade-marks enures solely to the benefit of that Party and neither Party acquires any rights in the other Party's Trade-marks as a result of such use;
- (c) it shall maintain and exercise control over the character and quality of the use of its Trade-marks as used in association with the Program; and
- (d) whenever it uses the other Party's Trade-marks in accordance with this Agreement, it shall (i) use such Trade-marks strictly in accordance with that other Party's standards of quality and specifications for appearance and style as may be supplied by that Party from time to time; (ii) use such Trade-marks only in the manner and form approved by that Party; (iii) clearly identify the use of the Trade-marks as a licenced use and identify the other Party as the owner of the Trade-marks, in any manner specified by the other Party from time to time; and (iv) not alter, modify, dilute or otherwise misuse the Trade-marks.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations by Each Party**

Each Party represents and warrants to the other that:

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

### **5.2 Representations by the Supplier**

The Supplier represents that:

- (a) it is properly qualified, licensed, equipped, and financed to provide the Program and perform its obligations under this Agreement and any Purchase Agreement;
- (b) if the Supplier is a manufacturer or wholesale distributor, the Supplier has a documented relationship with a suitable dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Purchase Agreement on behalf of the Supplier – and any such dealer will be considered a subcontractor of the Supplier for the purposes of this Agreement;
- (c) It shall comply with all foreign and domestic applicable federal, provincial and municipal laws and regulations including but not limited to the obligations under *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023, c. 9.

- (d) all of its obligations will be carried out by qualified personnel and all work will be performed in a professional manner;
- (e) it is not aware of any proceeding in progress or pending or threatened that might be expected to have a materially adverse effect on the Program or impact its ability to meet its obligations under this Agreement; and
- (f) after due inquiry, it is not aware of any circumstances which do or might cause a Conflict of Interest in respect of its participation in the Program.

## **ARTICLE 6**

### **CONFIDENTIAL INFORMATION**

#### **6.1 Use and Non-Disclosure of Confidential Information**

The Receiving Party agrees not to:

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

#### **6.2 Protection**

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

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

#### **6.3 Mandatory Disclosure**

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

disclosure as possible, and such oral notice confirmed in writing promptly thereafter – and will provide reasonable assistance in resisting such disclosure.

#### **6.4 Notice of Unauthorized Use or Disclosure**

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

#### **6.5 No Proprietary Right**

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

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

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

#### **6.7 Freedom of Information Laws**

- (a) The Supplier acknowledges that Canoe is subject to FOIPPA and that any information provided to Canoe in connection with the Program or otherwise in connection with this Agreement, or held on Canoe's behalf, may be subject to disclosure in accordance with FOIPPA. The Supplier also acknowledges that Members may be subject to other freedom of information legislation, which may similarly require them to disclose any information provided to them or held on their behalf in connection with the Program or any Purchase Agreement.
- (b) To support Canoe's compliance with FOIPPA, the Supplier will:
  - (i) provide Canoe-related records to Canoe within seven (7) days of being directed to do so by Canoe;
  - (ii) promptly refer to Canoe all requests made to the Supplier by third parties referencing FOIPPA or other public sector freedom of information laws;
  - (iii) not access any Personal Information on Canoe's behalf unless Canoe determines, in its sole discretion, that access is permitted under FOIPPA and is necessary in order to provide the Program and/or Goods/Services to Members under the Program;

- (iv) keep Canoe Confidential Information physically or logically separate from other information held by the Supplier;
- (v) not destroy any information related to Program Administration until seven (7) years after the termination of this Agreement unless authorized in writing by Canoe to destroy it sooner;
- (vi) implement other specific security measures requested by Canoe that in the reasonable opinion of Canoe would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Canoe Confidential Information (including, for greater certainty, information about or provided by any Member).

## ARTICLE 7 INDEMNITY AND LIABILITY

### 7.1 Liability for Representatives

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

### 7.2 Indemnity

- (a) Subject to the limitation of liability set out in Section 7.3 (and in the case of Canoe, subject to Section 7.1), each Party (an "**Indemnifying Party**") shall indemnify, defend (at its expense) and hold the other Party (the "**Indemnified Party**") and its directors, officers, employees, contractors and agents (collectively, the "**Indemnitees**") harmless in respect of any action, claim, demand, cost, charge, losses, and expenses (including legal costs on a substantial indemnity basis), whether or not well-founded, ("**Losses**") brought against or suffered by the Indemnitees arising out of or related to:
  - (i) claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;
  - (ii) claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; or
  - (iii) any breach of the Indemnifying Party's obligations, representations or warranties in the Agreement;

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

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

### **7.3 Maximum Liability**

Except for liability for indemnification, breach of confidentiality, or infringement or misappropriation of intellectual property rights, each party's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall not exceed five (5) times the total value of the Purchase Agreement giving rise to the claim or Five Million (\$5,000,000.00), whichever is greater.

### **7.4 Equitable Relief**

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

## **ARTICLE 8 CHANGES AND TERMINATION**

### **8.1 Product and Pricing Change Requests**

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

### **8.2 Reduction in Scope**

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

### **8.3 Termination by Either Party**

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

#### **8.4 Termination by Canoe**

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

- (a) at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days notice to the Vendor;
- (b) on written notice to the Supplier where the Supplier: (i) commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or equivalent legislation; (ii) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (iii) has a receiver and/or manager appointed over its assets or makes an application to do so; (iv) has a resolution or a petition filed or an order made for its winding up; or (v) ceases to carry on business;
- (c) on thirty (30) days' written notice to the Supplier, following the occurrence of any material change in Canoe's requirements which results from regulatory or funding changes or recommendations issued by any Governmental Authority; or
- (d) on written notice to the Supplier if the Supplier breaches in any material respect any of its obligations or covenants hereunder with respect to Confidential Information or privacy.

#### **8.5 Termination by the Supplier**

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

#### **8.6 Orderly Termination**

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

## **8.7 No Limitation of Remedies**

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

## **8.8 Survival**

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

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

# **ARTICLE 9 FORCE MAJEURE**

## **9.1 General**

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

## **9.2 Notice and Performance**

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

## **9.3 Right to Terminate**

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

# **ARTICLE 10 DISPUTE RESOLUTION**

## **10.1 General**

- (a) Subject to Section 7.4, in the event of any dispute concerning this Agreement, the Parties agree dispute will be escalated to the highest level of management within their respective organization and given at least seven (7) days to resolve the matter in good faith by such persons. Subject to the provisions of the Agreement, each Party shall continue performing its obligations during the resolution of any dispute, including payment of undisputed amounts then due. If a dispute cannot



be resolved between the organizations, the parties agree to resolve the dispute through arbitration.

(b) This Article 10 shall not:

- (i) apply to claims by third parties; or
- (ii) prevent either Party from seeking an injunction or other equitable relief pursuant to Section 7.4.

## **10.2 Election**

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

## **10.3 Arbitration Site and Arbitrator**

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

## **10.4 Procedure**

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

# **ARTICLE 11 GENERAL**

## **11.1 Notices**

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

- (a) delivered in person (including by commercial courier) during a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;

- (b) sent by registered mail to the applicable address set forth below; or
- (c) sent by any electronic means of sending messages which produces a paper record (an "**Electronic Transmission**") on a Business Day charges prepaid.

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

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

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

## **11.2 Contact Information for Notices**

Any Notice to Canoe shall be addressed to:

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

Attention: Tyler Hannemann, General Manager of Canoe  
Tel: 780.955.8403  
Email: [Tyler@canoeprocurement.ca](mailto:Tyler@canoeprocurement.ca)

Any Notice to the Supplier shall be addressed to:

ARCADIS PROFESSIONAL SERVICES (CANADA) INC.  
55 St. Clair Avenue West, 7th Floor  
Toronto, Ontario M4V 2Y7

Attention: Neo Mahfouz, Associate Principal  
Tel: 416-317-5646  
Email: [neo.mahfouz@arcadis.com](mailto:neo.mahfouz@arcadis.com)

## **11.3 Insurance Obligations**

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

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

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

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

#### **11.4 Public Announcements**

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

#### **11.5 Governing Law and Forum**

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

#### **11.6 Entire Agreement**

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

#### **11.7 Amendment and Waiver**

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

single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**11.8 Severability**

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

**11.9 Assignment**

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

**11.10 Time of Essence**

Time shall be of the essence in this Agreement.

**11.11 Further Assurances**

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

**11.12 Counterparts**

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

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



**SCHEDULE "A"**

**RFP PARTICULARS**

## PART B – RFP PARTICULARS

### A. THE “DELIVERABLES”

#### SOLUTIONS-BASED SOLICITATION

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

The scope of this RFP is Project Management and related services (non IT). Proponents may include related services to the extent that these solutions are complementary to the services being requested.

#### 1. Requested Services

##### Core Project Management Services

- **Project Planning:** Define project scope, objectives, deliverables, timelines, and budgets.
- **Execution and Monitoring:** Coordinate resources, monitor progress, manage risks, and ensure timely delivery.
- **Stakeholder Engagement:** Facilitate communication and collaboration among stakeholders.
- **Documentation and Reporting:** Provide regular updates, detailed project documentation, and final project reports.
- **Risk Management:** Identify potential risks and implement strategies to mitigate them.
- **Advisory Support:** Offer guidance and recommendations to optimize project outcomes.
- **Temporary Placement of Project Managers:** Supply qualified project management professionals on a short-term or long-term basis to meet specific member needs.
- **Team Expansion:** Provide supplemental staff to augment existing teams for the duration of specific projects or peak periods.
- **Specialized Expertise:** Offer access to professionals with niche skills or experience in specialized areas of project management.
- **Onsite or Remote Support:** Deliver project management personnel who can work onsite at member locations or remotely, as required.
- **Flexible Resourcing:** Scale staffing levels up or down based on the changing needs of the project or member organization.

##### Construction Procurement Services

- **RFP and Tender Development for Construction Projects:** Assist members with procurement execution services in drafting, structuring, and publishing procurement documents specific to construction projects, including RFPs, RFQs, and tenders.

- **Solicitation Response Evaluation Support:** Provide subject matter expertise in creating evaluation criteria, scoring methodologies, and facilitating bid evaluations for construction-related procurement.
- **Contract Management for Construction:** Support members in drafting, reviewing, and managing construction contracts, such as CCDC contracts or other industry-standard agreements, to ensure compliance and effective execution.
- **Vendor and Contractor Management:** Assist in the onboarding, performance evaluation, and management of construction vendors, contractors, and subcontractors.
- **Construction Policy and Procedure Development:** Help members create or revise procurement policies and guidelines specific to construction procurement to align with best practices.
- **Integrated Project Delivery (IPD) Support:** Facilitate IPD methods, including collaborative agreements between stakeholders to optimize project efficiency, reduce waste, and enhance project outcomes.
- **Lean Construction Services:** Apply lean principles to streamline construction processes, reduce costs, and improve value delivery through continuous improvement practices.
- **Compliance and Risk Management:** Ensure construction procurement activities align with applicable laws, regulations, and member policies while identifying and mitigating potential risks.

## Infrastructure and Construction Solutions Services

- **Infrastructure Planning and Design:** Provide expertise in planning and designing infrastructure projects, such as roads, bridges, water systems, and buildings.
- **Feasibility Studies and Cost Analysis:** Conduct feasibility assessments, cost-benefit analyses, and risk evaluations for infrastructure projects.
- **Sustainability and Green Infrastructure:** Offer solutions to incorporate environmentally sustainable practices and materials in infrastructure projects.
- **Project Execution Support:** Assist with construction oversight, quality assurance, and compliance monitoring during infrastructure project implementation.
- **Technology Integration:** Support the adoption of smart infrastructure technologies, such as IoT systems, digital twins, or other innovative tools to enhance operational efficiency.
- **Public Engagement and Consultation:** Facilitate public consultations and stakeholder engagement to gather input and address concerns related to infrastructure projects.
- **Disaster Recovery Services:** Facilitate post disaster recovery services.

## 2. Utilisation of the contract – Canoe members

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

## 3. Requirements

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

- Competitive pricing across the span of services offered beyond a defined service offering;



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

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

## **B. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission and Specification Questionnaires**

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

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

### **2. Pricing**

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

## **C. MANDATORY TECHNICAL REQUIREMENTS**

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

## **D. PRE-CONDITIONS OF AWARD**

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

## **E. EVALUATION CRITERIA**

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

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

<b>Non-Price Rated Criteria Category</b>	<b>Points</b>	<b>Minimum points</b>
Experience -Market share -Group purchasing	10	7

Program offering -Services offered -Quality standards, certifications	30	18
Member Engagement, marketing and training plan -Members' ease of access to program offering	20	14
Sales network -Sales network training plan and activities	10	7
<b>Pricing</b> -Discounts offered -Pricing structure -Administrative fee	30	
<b>Total Points</b>	100	

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

## F. PRICE

Pricing is worth 30 points of the total score.

### Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information electronically within the Procurement Portal.
- (b) Rates must be provided in Canadian funds, exclusive of all applicable duties and taxes.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour costs, all insurance costs, and all other overhead, including any fees or other charges required by law.

The Approved Supplier will be reimbursed for pre-approved travel expenses incurred in the performance of services under the Program Agreement. Travel expenses will be reimbursed at cost, with no markup, upon submission of itemized receipts.

Members may elect to use a per diem model, according to their internal policies and procedures. All travel must be pre-approved by the Member regardless of which model is used.

## G. AWARD

Canoe will invite the top proponent(s) to enter into a master agreement for the services for Canoe members.

[End of Part B]

**SCHEDULE "B"**

**SUPPLIER RESPONSE TO THE RFP**

# CAN-2025-002 - Project Management and related services (non-IT)

Opening Date: January 27, 2025 1:15 AM

Closing Date: February 27, 2025 3:00 PM

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## Vendor Details

Company Name:	Arcadis Professional Services (Canada) Inc.
Does your company conduct business under any other name? If yes, please state:	Arcadis Architects (Canada) Inc.
Address:	55 St. Clair Avenue West 7th Floor Toronto, Ontario M4V 2Y7
Contact:	Cassandra Segreto
Email:	ca-bids@arcadis.com
Phone:	416-596-1930 61430
Fax:	416-596-8661
HST#:	102502085PG0004

## Submission Details

Created On:	Thursday January 30, 2025 09:48:05
Submitted On:	Thursday February 27, 2025 12:31:02
Submitted By:	Cassandra Segreto
Email:	ca-bids@arcadis.com
Transaction #:	b1ebec65-3186-41fd-b01a-2420d8720168
Submitter's IP Address:	104.129.205.13

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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):	Arcadis Professional Services (Canada) Inc.
2	Proponent Address:	55 St. Clair Avenue West, Floor 7, Toronto, ON, Canada M4V 2Y7
3	Proponent website address:	https://www.arcadis.com/en
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Charlie Hoang, Principal - Practice Group Director   charlie.hoang@arcadis.com   (647) 502-1221
5	Proponent's primary contact for this proposal (name title address email address & phone):	Neo Mahfouz, Associate Principal   neo.mahfouz@arcadis.com   (416) 317-5646
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	N/A
7	Proponent GST registration number:	102502085RT0001
8	If the Proponent is representing a consortium, each member of that consortium.	N/A
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	Founded in 1888, Arcadis is the world's leading company delivering sustainable design, engineering, and consultancy solutions for natural and built assets. We are more than 36,000 people, in over 70 countries, dedicated to improving quality of life. Arcadis is positioned as a global leader for Program Management, Design, and Engineering for infrastructure, buildings, and the environment.
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	N/A

Bill S-211 declaration - COPY

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

Geographical coverage for offering

Province/Territory	Do you offer goods in this area? *	Area included in your offering for this RFP *	Comments
Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Nunavut	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Quebec	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Experience

Describe your experience.

Line Item	Question	Response *
1	Describe your public sector experience, standing offers or vendor of record type of contractual arrangement with public sector entities.	Arcadis is proud to provide Vendor of Record/MSA services to public sector entities throughout Canada. Currently, we are the Operational Excellence Vendor of Record for Metrolinx in Toronto, the Hydroelectric Vendor of Record for Ontario Power Generation Inc., and the Vendor of Record for Ontario Infrastructure and Lands Corporation.
2	What is your Canadian public sector market share for the solutions that you are proposing?	<p>Arcadis is a leading global design and consultancy firm with a significant presence in Canada. In 2023, the company reported net revenues totaling €3,759 million, reflecting a 25% year-over-year increase. This growth was driven by all Global Business Areas, with notable contributions from key markets, including Canada. While specific market share percentages in the Canadian public sector are not publicly disclosed, Arcadis's substantial involvement in numerous high-profile public sector projects underscores its significant role in the market. Our firm's expertise spans various sectors, including infrastructure, transit, environmental services, and urban development. Arcadis's commitment to delivering sustainable and innovative solutions has solidified its reputation as a trusted partner for public sector entities across Canada.</p> <p>The integration of Toronto-based IBI Group in 2022 further strengthened Arcadis's position in the Canadian market, enhancing its capabilities in architecture, engineering, planning, systems, and technology services. This strategic acquisition aligns with Arcadis's goal to provide comprehensive solutions that improve the quality of life in communities throughout Canada.</p> <p>Overall, Arcadis's financial performance and strategic initiatives reflect our strong presence and ongoing commitment to serving the Canadian public sector.</p>
3	What do you consider to be the top three market differentiators of your services relative to this solicitation?	<p>Arcadis's Project Management Studio is uniquely positioned to deliver exceptional value to public sector clients through major transit projects with diverse procurement methodologies. Our approach combines technical expertise, industry-leading project management frameworks, and digital innovation to provide seamless execution of complex infrastructure programs.</p> <p>1. Deep Expertise in Major Transit Projects Across Multiple Procurement Models Arcadis brings unparalleled experience in transit megaprojects, having successfully led major initiatives under Public-Private Partnerships (P3), Progressive Design-Build (PDB), Design-Bid-Build (DBB), and Alliance Contracting. Our team of Project Managers, Planners, Coordinators, and Document Controllers has been instrumental in delivering projects such as:</p> <ul style="list-style-type: none"><li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build</li><li>• Ottawa Light Rail Transit (OLRT) – P3 Procurement</li><li>• Eglinton Crosstown LRT (ECLRT) – Design-Build-Finance (DBF)</li></ul> <p>Key Differentiator: We understand the unique risks, stakeholder requirements, and execution challenges associated with each procurement model. This enables us to optimize project delivery strategies, manage contractual obligations efficiently, and drive cost savings while ensuring compliance with procurement frameworks.</p> <p>2. Integrated Project Controls and Governance for High-Complexity Construction Programs Our Project Controls team provides real-time performance tracking, risk mitigation, and financial oversight to keep projects on schedule and within budget. Arcadis specializes in:</p> <ul style="list-style-type: none"><li>• Earned Value Management (EVM) to track progress against key milestones.</li><li>• Risk-Based Project Scheduling and Forecasting to proactively identify potential bottlenecks.</li><li>• Document Control and Compliance Management ensuring adherence to public sector regulations and funding requirements.</li></ul> <p>Key Differentiator: Unlike traditional consultancies, Arcadis embeds a structured governance model that integrates document control, scheduling, and reporting into a single digital workflow. This streamlines decision-making and enhances transparency across all project phases.</p> <p>3. Data-Driven Digital Transformation in Project and Program Management Arcadis is at the forefront of digital transformation in project management. Our Project Management Office (PMO) leverages Building Information Modeling (BIM), Digital Twins, and AI-driven analytics to enhance decision-making and operational efficiency.</p> <ul style="list-style-type: none"><li>• Smart Portfolio Management Dashboards for real-time project health insights.</li><li>• Digital Document Management Systems for seamless stakeholder collaboration.</li><li>• Automated Risk Analytics to predict potential delays and cost overruns.</li></ul> <p>Key Differentiator: We do not just manage projects—we create predictive models that enhance project resilience, cost predictability, and operational efficiency. Our integrated digital solutions ensure government agencies achieve long-term value from their infrastructure investments.</p>
4	List the various certifications your company currently holds.	<p>Arcadis proudly holds the Environmental Management System standard of ISO 14001:2015, which covers globally integrated, technology focused Professional Services in Intelligent Systems, Buildings and Infrastructure, including architecture, engineering, planning, interior design and landscape architecture, as well as technology development, implementation and operations across markets related to the built environment. We also conform to the Quality Management System of ISO 9001:2015. Our firm is also registered in the following jurisdictions/locations:</p> <ul style="list-style-type: none"><li>• City of Lethbridge</li><li>• Edmonton</li><li>• City of Victoria</li><li>• City of Coquitlam BNL</li><li>• City of Abbotford BNL</li><li>• City of Kelowna</li><li>• City of Burnaby</li><li>• Port Moody</li><li>• Vancouver - Inter-municipal</li><li>• City of North Vancouver</li><li>• Squamish</li><li>• Maple Ridge</li><li>• Chilliwack</li></ul>

Program offering

Describe your program offering.

Question	Response *
Describe the Core Project Management Services (non-IT) you offer.	<p>Arcadis provides comprehensive project management services aligned with best practices for delivering mega transit projects using multiple procurement models. Our Project Management studio specializes in project planning, execution, stakeholder engagement, documentation, risk management, and advisory support. Below is a detailed breakdown of how our core Project Management services align with the RFP requirements.</p> <p>1. Project Planning: Defining Scope, Objectives, Deliverables, Timelines, and Budgets Arcadis employs a structured project planning methodology based on PMI and ISO 9001 principles to ensure that every project is strategically aligned with client objectives.</p> <ul style="list-style-type: none"><li>• Work Breakdown Structure (WBS) is developed to define project scope and deliverables at the task level.</li><li>• Baseline schedules and budgets are established through our Oracle ERP-based planning system, integrating scope, cost, and schedule tracking in real time.</li><li>• Resource allocation models ensure that PMs, coordinators, document controllers, and planners are assigned based on project complexity and procurement model.</li><li>• Procurement Planning: Arcadis tailors procurement strategies for P3, Progressive Design-Build (PDB), and Alliance Contracting, ensuring contract compliance and risk mitigation.</li></ul> <p>2. Execution and Monitoring: Coordinating Resources, Managing Risks, and Ensuring Timely Delivery Arcadis uses real-time project controls to track progress, manage risks, and optimize execution through:</p> <ul style="list-style-type: none"><li>• Earned Value Management (EVM) for budget and schedule tracking.</li><li>• Weekly performance reports including actual vs. planned metrics, with early warning indicators for cost overruns and delays.</li><li>• Document control systems ensure version management, submittals tracking, and seamless collaboration with stakeholders.</li><li>• Automated dashboards (via Oracle ERP and Primavera P6) provide real-time project health indicators.</li><li>• Change Management and Constructability Reviews: Arcadis's PMO framework includes structured change control processes to minimize rework and optimize project sequencing.</li></ul> <p>3. Stakeholder Engagement: Facilitating Communication and Collaboration Arcadis prioritizes proactive and transparent engagement through:</p> <ul style="list-style-type: none"><li>• Stakeholder Coordination Committees to integrate perspectives from municipal, provincial, and federal agencies.</li><li>• Structured Communication Plans defining roles, responsibilities, and engagement protocols at project initiation.</li><li>• Regular Monthly Updates and Stakeholder Briefings for clients, contractors, and regulatory bodies.</li><li>• Risk-informed Engagement Strategy ensuring that stakeholders receive real-time updates on project risks and mitigations.</li></ul> <p>4. Documentation and Reporting: Providing Updates and Project Deliverables Arcadis follows industry-standard reporting practices, ensuring that all project documentation is accurate, timely, and aligned with client requirements:</p> <ul style="list-style-type: none"><li>• Integrated Document Management System (DMS) for centralized storage and tracking of project documentation.</li><li>• Monthly Progress Reports detailing schedule adherence, financial health, risk registers, and upcoming milestones.</li><li>• Closeout and Handover Documentation, including as-built drawings, final cost reports, and lessons learned assessments.</li><li>• Compliance Reporting for P3 and Alternative Procurement Models, ensuring alignment with contractual obligations and performance guarantees.</li></ul> <p>5. Risk Management: Identifying Potential Risks and Implementing Mitigation Strategies Arcadis employs a structured risk management approach across mega transit projects, utilizing:</p> <ul style="list-style-type: none"><li>• Risk Registers with impact analysis, likelihood scoring, and mitigation strategies.</li><li>• Predictive Analytics for Delay Forecasting, using AI-based models to anticipate cost/schedule impacts.</li><li>• Proactive Claims and Dispute Avoidance Strategy to mitigate contractor claims and legal disputes.</li><li>• Resilience Planning for Infrastructure Projects, integrating climate adaptation and sustainability principles into risk assessments.</li></ul> <p>6. Advisory Support: Optimizing Project Outcomes Arcadis provides specialized advisory services that enhance project performance through:</p> <ul style="list-style-type: none"><li>• Contract Advisory and Procurement Optimization, leveraging expertise in CCDC, RAIC Doc 6, and alternative procurement methodologies.</li><li>• Claims Avoidance and Dispute Resolution, offering expert negotiation support and structured conflict resolution strategies.</li><li>• Sustainability and ESG Integration, ensuring that projects meet carbon neutrality and resiliency objectives.</li></ul>

<p>Describe the Construction Procurement Services you offer.</p>	<p>Arcadis provides comprehensive construction procurement services, ensuring seamless, transparent, and compliant execution of public infrastructure, transit, and facility projects across Canada. Our expertise spans all procurement methodologies, including CCDC, RAIC Doc 6, Design-Build, Progressive Design-Build (PDB), and Public-Private Partnerships (P3).</p> <p>1. RFP and Tender Development for Construction Projects</p> <p>Arcadis assists public sector clients in drafting, structuring, and publishing procurement documents for construction projects, including RFPs, RFQs, and tenders. We also provide end-to-end procurement execution, ensuring that bid packages are comprehensive, compliant, and aligned with funding requirements. Our in-house legal and contracts team ensures that all RFPs adhere to federal, provincial, and municipal procurement regulations.</p> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Vancouver Coastal Health (VCH) Intervention Radiology Procurement Support – Arcadis assisted with RFP drafting, bid documentation, and compliance verification</li> <li>• Waterfront Toronto – Construction Procurement Framework – Arcadis developed an integrated bid solicitation and tendering process for urban infrastructure projects</li> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul> <p>2. Solicitation Response Evaluation Support</p> <p>Arcadis provides:</p> <ul style="list-style-type: none"> <li>• Bid evaluation support, helping clients assess, score, and rank vendor proposals through structured methodologies</li> <li>• Weighted scoring criteria tailored to technical, financial, and compliance benchmarks</li> <li>• Bid evaluation panel facilitation, ensuring fair and transparent selection</li> <li>• Financial due diligence to assess total lifecycle costs of vendor proposals</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Toronto Smart Infrastructure Procurement – Conducted technical evaluation scoring for transit system procurements.</li> <li>• Ottawa Light Rail Transit (OLRT) – P3 Vendor Evaluation – Provided subject-matter expertise in public-private bid selection.</li> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul> <p>3. Contract Management for Construction</p> <p>Arcadis supports clients in drafting, reviewing, and managing construction contracts, ensuring compliance with industry-standard agreements such as CCDC and RAIC Doc 6:</p> <ul style="list-style-type: none"> <li>• Contract Structuring and Negotiation – Expertise in P3, Design-Build, DBB, and Progressive DB models.</li> <li>• Performance Monitoring – Ensures vendor compliance with schedule, quality, and risk parameters.</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Infrastructure Ontario – Contract Management for Transit Megaprojects – Provided legal advisory and contract oversight on multiple large-scale transit projects.</li> <li>• Eglinton Crosstown LRT – CCDC Contract Management – Assisted Metrolinx with compliance monitoring of contractual obligations.</li> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul> <p>4. Vendor and Contractor Management</p> <p>Arcadis provides ongoing vendor and contractor performance oversight, ensuring that procurement outcomes align with project expectations.</p> <ul style="list-style-type: none"> <li>• Prequalification of Vendors – Assesses financial, technical, and legal standing of contractors.</li> <li>• Contractor Performance Monitoring – Implements Key Performance Indicators (KPIs) to track contractor compliance.</li> <li>• Dispute Resolution and Claims Management – Prevents legal disputes by facilitating early interventions.</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Waterfront Toronto Vendor Management – Oversaw contractor selection and performance tracking for urban infrastructure projects.</li> <li>• VCH Intervention Radiology Vendor Oversight – Managed contractor compliance and vendor performance evaluations.</li> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul> <p>5. Construction Policy and Procedure Development</p> <p>Arcadis helps clients:</p> <ul style="list-style-type: none"> <li>• Develop or refine procurement policies to align with industry best practices.</li> <li>• Develop Procurement Policy drafts, standardized for municipal and provincial governments.</li> <li>• Facilitate Training and Capacity Building workshops and knowledge-sharing for public sector staff</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• City of Vancouver – Construction Procurement Reform   Assisted in developing guidelines for transit procurement.</li> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul> <p>6. Integrated Project Delivery (IPD) Support</p> <p>Arcadis facilitates:</p> <ul style="list-style-type: none"> <li>• Integrated Project Delivery (IPD) - Ensures that construction projects achieve collaborative execution and risk-sharing among stakeholders</li> <li>• Structured IPD Agreements – Establishes legal frameworks for multi-party collaboration</li> <li>• Early Risk Mitigation Strategies – Aligns incentives to reduce project costs and optimize efficiency</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul> <p>7. Lean Construction Services</p> <p>Arcadis integrates lean construction principles to improve efficiency, minimize waste, and enhance project outcomes.</p> <ul style="list-style-type: none"> <li>• Process Optimization – Streamlines workflows, material handling, and logistics.</li> <li>• Value Engineering Reviews – Identifies cost-saving measures without compromising quality.</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Eglinton Crosstown LRT – Lean Construction Implementation   Assisted in optimizing contractor workflows to reduce waste.</li> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul> <p>8. Compliance and Risk Management</p> <p>Arcadis ensures that construction procurement activities align with regulatory and policy frameworks, minimizing risks.</p> <ul style="list-style-type: none"> <li>• Regulatory Compliance Audits – Reviews adherence to federal, provincial, and local procurement laws.</li> <li>• Risk Assessments – Implements structured risk mitigation plans for procurement delays, cost overruns, and contract disputes.</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Infrastructure Ontario – Construction Compliance Audits – Provided third-party procurement compliance oversight.</li> <li>• VCH Radiology Expansion – Construction Risk Assessment – Developed risk mitigation strategies for procurement challenges.</li> <li>• Yonge North Subway Extension (YNSE) – Progressive Design-Build (PDB) IPD Support   Developed risk-sharing frameworks for Metrolinx</li> </ul>
<p>Describe Infrastructure and Construction Solutions Services you offer.</p>	<p>1. Infrastructure Planning and Design</p> <p>Arcadis offers comprehensive planning and design services for facilitating roads, bridges, transit systems, and water infrastructure.</p> <ul style="list-style-type: none"> <li>• Road and Transit Infrastructure: Expertise in LRT extensions, BRT corridors, and complete streets designs.</li> <li>• Bridge Design and Structural Engineering: Advanced solutions for pedestrian bridges, highway overpasses, and transit structures.</li> <li>• Water and Stormwater Systems: Comprehensive hydraulic modeling, stormwater management, and flood resilience planning</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Calgary Green Line LRT – Infrastructure Planning and Design – Led reference concept design and technical performance requirements</li> <li>• 17th Avenue SW Streetscape, Calgary – Comprehensive roadway, public realm, and infrastructure upgrades</li> </ul> <p>2. Feasibility Studies and Cost Analysis</p> <p>Arcadis provides data-driven feasibility studies, risk evaluations, and cost-benefit analyses to support informed decision-making.</p> <ul style="list-style-type: none"> <li>• Lifecycle Cost Assessments – Conducts capital, operating, and maintenance cost modeling</li> <li>• Risk-Based Prioritization – Uses multi-criteria decision frameworks (e.g., Analytical Hierarchy Process) for investment strategies</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• City of Calgary Resilience Assessment – Evaluated climate risks and developed cost-effective mitigation strategies for infrastructure</li> <li>• Waterfront Toronto Infrastructure Prioritization – Conducted cost-benefit analysis of transportation and utility upgrades</li> </ul> <p>3. Project Execution Support</p> <p>Arcadis ensures seamless project execution, construction oversight, and quality assurance.</p> <ul style="list-style-type: none"> <li>• Construction Supervision and Inspection: Provides onsite oversight and contractor management to ensure compliance</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• Vancouver Coastal Health (VCH) – Hospital Infrastructure Upgrades   Led construction execution and quality assurance</li> </ul> <p>4. Public Engagement and Consultation</p> <p>Arcadis facilitates stakeholder consultations to build community support and integrate public input.</p> <ul style="list-style-type: none"> <li>• Engagement Playbooks and Digital Platforms – Custom-built digital engagement tools</li> </ul> <p>Example Projects:</p> <ul style="list-style-type: none"> <li>• City of Calgary Climate Resilience Engagement – Developed public consultation strategies for transit and infrastructure projects</li> </ul>

Describe any other related services you offer to the extent that these solutions are complementary to the services being requested in this RFP.	<div>1. Architecture, Urbanism, and Smart Cities<ul style="list-style-type: none"><li>Sustainable urban design and city planning</li><li>Transit-Oriented Development (TOD) strategies</li><li>Intelligent transportation systems and connected mobility solutions</li></ul></div> <div>2. Infrastructure Planning and Asset Management<ul style="list-style-type: none"><li>Road, bridge, and rail infrastructure design</li><li>Utility coordination, relocation, and underground infrastructure planning</li><li>Smart asset management and lifecycle cost optimization</li></ul></div> <div>3. Structural, Mechanical, Electrical, and Plumbing (SMEP) Engineering<ul style="list-style-type: none"><li>Structural Engineering – Bridge design, transit stations, seismic resilience</li><li>Mechanical Engineering – HVAC, thermal comfort, energy efficiency</li><li>Electrical Engineering – Power distribution, lighting, renewable energy integration</li><li>Plumbing Engineering – Water supply, drainage, and sustainable building systems</li></ul></div> <div>4. Climate Adaptation and Environmental Consulting<ul style="list-style-type: none"><li>Environmental Site Assessments (Phase I and II)</li><li>Climate risk assessments and resilience planning</li><li>Green infrastructure and sustainable water management</li></ul></div> <div>5. Energy Transition and Sustainability Advisory<ul style="list-style-type: none"><li>Net-zero building and infrastructure solutions</li><li>Renewable energy integration and electrification readiness</li><li>Circular economy and decarbonization strategies</li></ul></div> <div>6. Digital Transformation and Smart Infrastructure<ul style="list-style-type: none"><li>Building Information Modeling (BIM) and Digital Twin technology</li><li>IoT-enabled smart infrastructure for predictive maintenance</li><li>AI-driven transportation planning and optimization</li></ul></div> <div>7. Water and Environmental Stewardship<ul style="list-style-type: none"><li>Flood mitigation and stormwater management</li><li>Water conservation and resource optimization</li><li>Environmental remediation and ecosystem restoration</li></ul></div>
Describe the various types/levels of project manager you offer, including the minimum qualifications, certifications and experience required for each type.	<p>At Arcadis, project managers are categorized into levels to align with the complexity and scale of client needs. Each level requires specific qualifications, certifications, and experience to ensure tailored project management solutions.</p> <ul style="list-style-type: none"><li>Junior/Assistant Project Managers support senior PMs by handling tasks like scheduling and documentation. They typically hold a bachelor's degree and 1-3 years of experience, with certifications such as CAPM® preferred.</li><li>Project Managers oversee medium-complexity projects, managing budgets, risks, and stakeholders. They require 5-7 years of experience, a bachelor's degree, and certifications like PMP® or LEED (preferred).</li><li>Senior Project Managers lead large, multidisciplinary teams and complex projects. With 8-10+ years of experience, they typically hold advanced degrees and certifications such as PMP®, PRINCE2, or Lean Six Sigma.</li><li>Program Managers manage portfolios of related projects, focusing on strategic outcomes and resource optimization. They require 10+ years of experience, a bachelor's or master's degree, and certifications like PgMP® or Lean Six Sigma.</li><li>Project Directors oversee the most complex, high-profile projects, ensuring alignment with organizational goals. With 15+ years of experience, they hold advanced degrees and certifications such as PMP®, PgMP®, or PRINCE2.</li></ul> <p>Arcadis also provides specialized project managers, such as Sustainability PMs (LEED-certified), Technical PMs (industry-specific expertise), and Construction PMs (CMC-certified).</p> <p>By offering project managers with diverse expertise, Arcadis ensures clients receive skilled leadership and tailored solutions for their projects, regardless of scope or complexity.</p>
Understanding this may vary per project, generally speaking, describe the project management methodology(ies) your Project Managers utilize in order to deliver quality services to Members.	<p>Arcadis Project Managers utilize a structured and flexible project management methodology based on globally recognized frameworks like PMBOK®, Agile, and PRINCE2, tailored to meet the unique needs of each project. This approach ensures high-quality service delivery through collaboration, accountability, and sustainability.</p> <p>Key Methodology Components:</p> <ol style="list-style-type: none"><li>Initiation and Planning: Projects begin with defining clear objectives, scope, and deliverables. Stakeholder consultation, risk identification, and resource planning are prioritized to create detailed project plans with timelines, budgets, and performance metrics aligned with client expectations.</li><li>Execution and Collaboration: Arcadis fosters collaboration with stakeholders throughout the project lifecycle. Project Managers ensure tasks are executed efficiently, risks are mitigated, and resources are optimized. Tools like Primavera and MS Project are used to track progress and maintain transparency.</li><li>Monitoring and Quality Control: Continuous monitoring of key performance indicators (KPIs), schedules, and budgets ensures projects stay on track. Quality assurance processes, including regular reviews and audits, ensure deliverables meet or exceed client standards.</li><li>Sustainability and Innovation: Sustainable practices and innovative solutions are integrated into every project, ensuring long-term value for clients and communities.</li><li>Closeout and Knowledge Transfer: Upon completion, Arcadis conducts evaluations, final reporting, and knowledge transfer to ensure a smooth project handover while capturing lessons learned for future improvements.</li></ol> <p>This comprehensive methodology enables Arcadis to deliver reliable, sustainable, and client-focused solutions, ensuring projects are completed on time, within budget, and to the highest standards of quality.</p>
Understanding this may vary per project, generally speaking, describe the quality assurance measures your Project Managers utilize in order to deliver quality services to Members.	<p>Arcadis maintains a rigorous Quality Assurance (QA) framework to ensure consistent, high-quality service delivery to Canoe members. Our Project Managers employ industry best practices, structured governance, and real-time performance tracking to uphold the highest standards across all projects.</p> <p>1. Standardized Project Management Framework</p> <p>Arcadis follows a PMO-driven approach, aligned with ISO 9001, PMI, and public procurement best practices, ensuring:</p> <ul style="list-style-type: none"><li>Clear Report Scope &amp; Deliverables – Defined at the outset to align with Canoe members' objectives.</li><li>Work Breakdown Structure (WBS) – Ensuring all tasks, dependencies, and milestones are clearly documented and tracked.</li><li>Risk-Based Planning – Identifying and mitigating risks before they impact project execution.</li></ul> <p>2. Real-Time Performance Monitoring &amp; Reporting</p> <p>PMs leverage advanced project controls and digital tools to track progress, budget, and schedule adherence:</p> <ul style="list-style-type: none"><li>Earned Value Management (EVM) – Measures cost and schedule performance against project baselines.</li><li>Digital Dashboards (Primavera P6, Oracle ERP) – Providing real-time project insights for proactive decision-making.</li><li>Early Warning Indicators – Identifying potential delays or cost overruns before they escalate.</li></ul> <p>3. Compliance &amp; Contract Adherence</p> <p>To ensure compliance with Canoe procurement standards and public sector policies, PMs:</p> <ul style="list-style-type: none"><li>Align projects with CCDC, RAIC Doc 6, P3, and Progressive Design-Build (PDB) requirements.</li><li>Conduct regular contract compliance reviews to ensure adherence to procurement terms, invoicing accuracy, and stakeholder commitments.</li><li>Engage in periodic audits to verify reporting accuracy and pricing compliance under the Canoe contract.</li></ul> <p>4. Quality Control &amp; Risk Mitigation</p> <ul style="list-style-type: none"><li>Stage-Gate Reviews – PMs conduct structured reviews at key project milestones to validate deliverables before moving to the next phase.</li><li>Change Management &amp; Constructability Reviews – Ensuring project scope adjustments are properly assessed to minimize rework and cost impacts.</li><li>Lessons Learned Integration – Continuous improvement through post-project evaluations, ensuring best practices are applied to future engagements.</li></ul> <p>5. Stakeholder Engagement &amp; Communication</p> <p>Arcadis prioritizes proactive client engagement to maintain service quality:</p> <ul style="list-style-type: none"><li>Regular Check-Ins &amp; Progress Updates – Ensuring stakeholders remain aligned with project goals and outcomes.</li><li>Transparent Issue Resolution – PMs facilitate structured dispute resolution mechanisms to address challenges before they affect project execution.</li></ul>

Member access to services

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

Line Item	Question	Response
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1	<p>List the necessary steps for a Canoe Member to access your services should you be awarded a contract. How will you work Canoe Members to scope their requirements, provide a project plan and quote for their deliverables?</p>	<p>If awarded a contract under the Canoe Procurement Group, Arcadis provides a structured, efficient, and client-focused approach for Canoe members to access project management services. Our Project Management studio, specializing in transit and infrastructure projects, ensures a seamless process from initial consultation to project closeout, offering end-to-end project oversight, risk management, and stakeholder coordination.</p> <p>Steps for a Canoe Member to Access Arcadis's Project Management Services:</p> <p>Step 1: Initial Inquiry and Consultation</p> <p>Canoe members initiate requests by contacting Arcadis's dedicated Project Management Lead via phone, email, or an online portal.</p> <p>An initial consultation is scheduled to discuss:</p> <ul style="list-style-type: none"> <li>• Project objectives and scope</li> <li>• Budget constraints and funding sources</li> <li>• Preferred procurement methodology (DBB, P3, PDB, IPD, CCDC-based contracts)</li> <li>• Stakeholder and regulatory requirements</li> </ul> <p>Step 2: Project Scope Definition and PMO Strategy</p> <p>Arcadis deploys a Project Manager or Project Coordinator to conduct an in-depth scoping session with the Canoe member.</p> <p>The PM will:</p> <ul style="list-style-type: none"> <li>• Define workstreams and key performance indicators (KPIs)</li> <li>• Assess schedule constraints, risk factors, and compliance needs</li> <li>• Identify supporting roles needed (Planners, Project Controls, Document Controllers, Risk Managers, etc.)</li> </ul> <p>Step 3: Project Planning and Execution Framework</p> <p>Arcadis will develop a Project Execution Plan (PEP), detailing:</p> <ul style="list-style-type: none"> <li>• Scope of Work (SOW)</li> <li>• Project governance structure (PMO model)</li> <li>• Project milestones, phasing, and key deliverables</li> <li>• Stakeholder engagement and approval workflows</li> <li>• Risk management strategy and mitigation planning</li> <li>• Integration with existing member project teams and resources</li> </ul> <p>This ensures that all project components align with Canoe member objectives while maintaining compliance with public procurement policies and funding requirements.</p> <p>Step 4: Cost Proposal and Contractual Alignment</p> <p>Arcadis will provide a detailed, transparent cost proposal, outlining:</p> <ul style="list-style-type: none"> <li>• Hourly, fixed-fee, or milestone-based pricing under the Canoe framework</li> <li>• Breakdown of PMO support services (PMs, Coordinators, Planners, Project Controls, etc.)</li> <li>• Scalability options for additional project resources if required</li> </ul> <p>The Canoe member and Arcadis finalize a Project Services Agreement, ensuring:</p> <ul style="list-style-type: none"> <li>• Flexible contract structures based on project complexity</li> <li>• Alignment with Canoe procurement guidelines and government regulations</li> </ul> <p>Step 5: Project Execution and Oversight</p> <p>Once the agreement is executed, Arcadis mobilizes our Project Management Office (PMO) team, ensuring:</p> <ul style="list-style-type: none"> <li>• Integration with the member's internal teams and stakeholders</li> <li>• Real-time project tracking through Earned Value Management (EVM) dashboards</li> <li>• Risk-based project controls, ensuring schedule and budget adherence</li> <li>• Digital reporting for transparent communication with Canoe members</li> </ul> <p>Regular Project Status Reports (PSRs) are provided, detailing:</p> <ul style="list-style-type: none"> <li>• Progress against baseline schedules and deliverables</li> <li>• Risk log updates and mitigation actions taken</li> <li>• Stakeholder feedback and necessary adjustments</li> </ul> <p>Step 6: Project Closeout and Knowledge Transfer</p> <p>Arcadis ensures a structured closeout process, including:</p> <ul style="list-style-type: none"> <li>• Final project performance assessment and reporting</li> <li>• Handover of all project documentation and compliance reports</li> <li>• Lessons learned debrief and post-project evaluation</li> <li>• Optional ongoing advisory support for future phases or expansions</li> </ul>
2	<p>Describe your firm's approach to managing and resolving disputes, disagreements and issues with clients? Please provide examples of how you handle challenges in a manner to ensure service excellence and maintain strong client relationships.</p>	<p>Arcadis takes a proactive, structured, and relationship-driven approach to resolving disputes, ensuring that disagreements do not escalate into project risks. Our core philosophy in managing client issues is based on early engagement, structured resolution frameworks, and continuous communication to foster long-term, trusted partnerships.</p> <p>1. Proactive Issue Resolution and Dispute Avoidance</p> <p>Arcadis prioritizes early identification and mitigation of potential conflicts through structured project governance:</p> <ul style="list-style-type: none"> <li>• Risk-Based Conflict Prevention: We integrate risk registers and early warning indicators into our Project Controls system to detect potential disputes before they arise.</li> <li>• Collaborative Stakeholder Engagement: Regular risk workshops, governance reviews, and transparent communication ensure that all project participants remain aligned.</li> <li>• Escalation Pathways Defined in Project Agreements: We clearly define issue escalation protocols in our contracts and project execution plans to ensure efficient resolution without delaying project progress.</li> </ul> <p>2. Structured Dispute Resolution Framework</p> <p>Arcadis follows a tiered resolution approach based on the dispute complexity, urgency, and contractual framework.</p> <ul style="list-style-type: none"> <li>• Step 1: Informal Resolution at the Project Level <ul style="list-style-type: none"> <li>o Direct Discussion Between Key Stakeholders: Project Managers engage with client representatives immediately upon recognizing an issue.</li> <li>o Facilitated Solution Sessions: If needed, Arcadis hosts structured negotiation meetings with affected parties to align on corrective actions.</li> </ul> </li> <li>• Step 2: Formal Dispute Resolution Process (If required) <ul style="list-style-type: none"> <li>o Mediation-Based Approach: We prioritize neutral mediation sessions to explore collaborative solutions before escalating to legal avenues.</li> <li>o Contractual Compliance and Third-Party Expertise: For complex disputes, Arcadis brings in technical, legal, or procurement advisors to ensure compliance with CCDC, RAIC Doc 6, or public sector procurement policies.</li> </ul> </li> <li>• Step 3: Executive-Level Engagement and Legal Consideration <ul style="list-style-type: none"> <li>o Executive Stakeholder Meetings: Senior leadership from both parties engage in strategic resolution sessions to safeguard long-term relationships.</li> <li>o Formal Legal Review (Last Resort): Arcadis only escalates to legal arbitration if all other avenues are exhausted.</li> </ul> </li> </ul> <p>3. Commitment to Service Excellence and Client Relationship Management</p> <p>Maintaining strong relationships despite project challenges is a key part of Arcadis's approach. We focus on:</p> <ul style="list-style-type: none"> <li>• Transparent, Proactive Communication: Regular status reports, risk updates, and early engagement with stakeholders.</li> <li>• Lessons Learned and Continuous Improvement: After a dispute is resolved, Arcadis conducts a root cause analysis and implements process improvements to prevent recurrence.</li> <li>• Flexibility and Partnership-Oriented Solutions: We work with clients to identify alternative pathways to project success, including value engineering, schedule optimization, and risk-sharing mechanisms.</li> </ul> <p>Example: Dispute Resolution in a Major Public Transit Project</p> <p>Challenge: On a large-scale transit expansion project, scope changes led to disputes over responsibility for cost overruns.</p> <p>Arcadis's approach:</p> <ul style="list-style-type: none"> <li>• Early Engagement: Our Project Controls team flagged cost trends early, allowing for proactive intervention.</li> <li>• Stakeholder Negotiation: Arcadis facilitated structured workshops with the client, contractor, and funding agencies.</li> <li>• Risk Reallocation Strategy: A collaborative risk-sharing agreement was reached, balancing cost accountability among stakeholders.</li> </ul> <p>Outcome: The project remained on track without delays. The client maintained full trust in Arcadis, leading to continued partnership opportunities.</p>
3	<p>Describe your client management approach.</p>	<p>At Arcadis, client success is the foundation of our service model. Our client management approach is structured around proactive communication, data-driven decision-making, and long-term relationship-building to ensure exceptional project outcomes and high client satisfaction.</p> <p>1. Client-Centric Engagement Model</p> <ul style="list-style-type: none"> <li>• Arcadis follows a structured client engagement framework, ensuring that every client receives personalized attention, strategic insights, and seamless service delivery.</li> <li>• Dedicated Client Relationship Manager (CRM): Every client is assigned a single point of contact, responsible for coordinating all project needs, ensuring consistent communication, and proactively addressing challenges.</li> <li>• Client-Focused Governance Structure: We integrate regular check-ins, quarterly business reviews (QBRs), and key performance indicator (KPI) assessments into our engagement process.</li> <li>• Multi-Tiered Client Interaction Model: <ul style="list-style-type: none"> <li>o Executive-Level Engagement – Ensures alignment with strategic objectives and long-term planning.</li> <li>o Project Management Interaction – Provides day-to-day operational oversight and risk management.</li> <li>o Technical Support Teams – Offers specialized advisory and problem resolution services as needed.</li> </ul> </li> </ul> <p>2. Proactive Communication and Issue Resolution</p> <p>Arcadis prioritizes clear, transparent, and proactive communication throughout every phase of client engagement.</p> <ul style="list-style-type: none"> <li>• Pre-Scheduled Stakeholder Meetings: Regular project status meetings, risk assessments, and alignment workshops to keep clients informed.</li> <li>• Digital Project Dashboards and Reporting Tools: Clients have real-time access to project metrics, financial tracking, and risk logs.</li> <li>• Early Conflict Resolution Strategies: Potential issues are flagged before they escalate, ensuring timely corrective actions.</li> </ul> <p>3. Performance Monitoring and Continuous Improvement</p> <p>To maintain service excellence, Arcadis employs data-driven performance tracking and continuous optimization.</p> <ul style="list-style-type: none"> <li>• Client Satisfaction Surveys and Feedback Loops: We conduct mid-project and post-project reviews to incorporate client feedback into future engagements.</li> <li>• Lessons Learned Workshops: After project completion, Arcadis conducts best-practice reviews, sharing insights on process improvements and efficiency gains.</li> <li>• Continuous Staff Training and Knowledge Sharing: Our teams undergo regular training in emerging industry trends, risk management, and client engagement strategies.</li> </ul> <p>4. Long-Term Relationship Development</p> <p>Arcadis aims to build lasting partnerships, ensuring that clients receive value beyond individual projects.</p> <ul style="list-style-type: none"> <li>• Strategic Planning and Future Collaboration: We help clients align infrastructure investments with long-term operational goals.</li> <li>• Value-Added Advisory Services: Clients receive ongoing technical support, regulatory guidance, and sustainability consulting beyond the initial project scope.</li> </ul>

Engagement , Marketing and Training

Line Item	Question	Response *
1	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	<p>Arcadis will implement a targeted engagement strategy to maximize awareness and facilitate access to our services under the awarded contract. Our approach includes:</p> <ul style="list-style-type: none"> <li>• Public Sector Agencies and Procurement Teams</li> <li>◦ Provide virtual onboarding sessions and training to procurement teams.</li> <li>◦ Offer informational materials detailing procurement processes and available services.</li> <li>• Infrastructure and Project Managers</li> <li>◦ Conduct technical briefings to showcase project management solutions.</li> <li>◦ Share case studies and best practices to demonstrate project success.</li> <li>• Elected Officials and Policy Leaders</li> <li>◦ Arcadis continues to engage through ongoing industry events and public outreach initiatives.</li> <li>• Digital and Traditional Marketing</li> <li>◦ Maintain a dedicated point of contact for contract-related inquiries.</li> <li>◦ Use targeted digital outreach (newsletters, LinkedIn, industry blogs) to update stakeholders.</li> <li>◦ Participate in select industry events and conferences to promote contract awareness.</li> </ul>
2	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their network. What do you expect Canoe's role to be in demonstrating the value of the contract?	<p>Arcadis recognizes that collaboration with Canoe is essential to ensuring the successful adoption of the contract. To maximize vendor buy-in and engagement, we expect Canoe to play a key role in outreach, education, and facilitation by:</p> <ul style="list-style-type: none"> <li>• Providing Visibility and Awareness</li> <li>◦ Promoting the contract to its network of municipal, provincial, and public sector members</li> <li>◦ Including Arcadis in Canoe's contract directories and procurement resources</li> <li>◦ Highlighting contract benefits through newsletters, industry bulletins, and digital outreach</li> <li>• Facilitating Member Engagement</li> <li>◦ Ensuring that member agencies understand the procurement process, available services, and compliance framework</li> <li>◦ Providing standardized procurement documentation and guidelines to streamline the onboarding process</li> <li>• Hosting Informational Webinars and Training (If Applicable)</li> <li>◦ Offering virtual information sessions to educate members on the contract's scope, procurement options, and implementation process</li> <li>• Coordinating Procurement Assistance</li> <li>◦ Offering contract navigation support for members who require guidance on how to access Arcadis's services</li> <li>◦ Facilitating introductions between members and Arcadis representatives when requested</li> </ul>
3	Describe how you will train your sales force and network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	<p>Integration with Arcadis's Existing BD and Leadership Engagement Framework</p> <ul style="list-style-type: none"> <li>• Biweekly BD Touchpoints for Procurement Updates</li> <li>◦ The Transit PM Studio's biweekly BD meetings will include discussions on the Canoe contract, ensuring that teams remain informed on: Ongoing procurements and new opportunities under the contract. Client inquiries and feedback, enabling adjustments to engagement strategies. Lessons learned from previous pursuits to enhance positioning for future projects.</li> <li>• Monthly Proposal Updates for Leadership</li> <li>◦ The Proposals Lead will incorporate Canoe-related updates into their monthly leadership briefings, ensuring alignment on: Pipeline tracking for Canoe-related opportunities. Common client concerns or recurring procurement challenges. Success stories and areas for improvement in contract adoption.</li> <li>• Quarterly Business Reviews with Group Director</li> <li>◦ The Group Director will include Canoe contract performance in the quarterly review to: Assess project wins, ongoing negotiations, and service delivery quality. Ensure project managers and BD teams are aligned with leadership priorities. Evaluate training or knowledge-sharing gaps related to public sector procurement.</li> </ul> <p>Training and Knowledge Management for Arcadis Teams</p> <ul style="list-style-type: none"> <li>• Leveraging Arcadis's Internal Training Platform</li> <li>◦ Arcadis's existing training platform provides all employees access to client relationship management training, procurement methodologies, and contract compliance best practices.</li> <li>◦ Public sector procurement expertise is already embedded in Arcadis's training programs, covering: Best practices for engaging municipal and provincial clients. Procurement methodologies including DB, PDB, BDD, P3, CMAR, and other alternative delivery models. Managing projects under government contracts.</li> <li>• SharePoint Site for Canoe Contract Updates</li> <li>◦ Arcadis will create a dedicated SharePoint site for the Canoe contract, ensuring: Internal teams can access the latest contract information, proposal materials, and key milestones. Periodic updates on procurement processes and awarded projects. Controlled access for selected external stakeholders as needed.</li> <li>• On-Demand Support from Procurement and Contract Specialists</li> <li>◦ Arcadis will ensure that BD and PM teams have access to subject matter experts (SMEs) for real-time support on contract-related inquiries.</li> <li>◦ Procurement specialists will be available to assist in developing client engagement strategies and aligning proposals with Canoe procurement guidelines.</li> <li>• Ensuring Strategic Alignment with Public Sector Clients</li> <li>◦ Arcadis will focus on equipping PMs and BD teams with the right messaging to educate clients on how to leverage the contract.</li> <li>◦ BD teams will tailor engagement strategies to municipalities, transit authorities, and non-profits, ensuring that each client understands: The procurement benefits of group purchasing through Canoe. The flexibility of Arcadis's service offerings across multiple procurement methodologies. How to navigate the contract process with minimal administrative burden.</li> </ul>
4	How will you position the Canoe contract in your sales, marketing and engagement efforts?	<p>Arcadis will position the Canoe contract as a strategic procurement solution that provides public sector and non-profit clients with streamlined access to our project management expertise. This positioning will be reinforced through sales enablement strategies, client engagement efforts, and targeted marketing initiatives.</p> <p>1. Sales Positioning Strategy</p> <p>Arcadis will ensure that the Canoe contract is embedded into our business development (BD) and sales processes to maximize adoption:</p> <ul style="list-style-type: none"> <li>• Integrated into BD Discussions: The Canoe contract will be included as a standard offering in relevant sales proposals, client discussions, and procurement strategy sessions.</li> <li>• Training for Sales and BD Teams: All BD and client-facing teams will be trained on how to explain the advantages of using Canoe for cost-effective, pre-vetted procurement of project management services.</li> <li>• Leveraging Arcadis's Expertise: Positioning the contract as a low-risk, high-value option for public sector clients who seek expertise in progressive design-build (PDB), P3, DBB, and other procurement methodologies.</li> </ul> <p>2. Marketing and Thought Leadership Positioning</p> <p>Arcadis will leverage targeted marketing efforts to ensure Canoe members understand the benefits of procuring services through the contract:</p> <ul style="list-style-type: none"> <li>• Direct Outreach to Public Sector Clients: The Canoe contract will be promoted during project discussions, procurement strategy sessions, and BD touchpoints.</li> <li>• Presence in Industry Events and Forums: Arcadis will reinforce our expertise in public sector procurement and project management methodologies by participating in select transit and infrastructure conferences.</li> <li>• Client Success Stories: Where applicable, Arcadis will highlight successful project outcomes delivered through group purchasing, demonstrating the efficiency and effectiveness of the Canoe contract.</li> </ul> <p>3. Client Engagement and Relationship Management</p> <p>Arcadis will ensure the Canoe contract is a key part of our engagement strategy with public sector clients in the following ways:</p> <ul style="list-style-type: none"> <li>• Ongoing Collaboration with Canoe: We will work closely with Canoe representatives to align messaging, enhance member engagement, and facilitate client onboarding.</li> <li>• Advisory Support for Public Sector Agencies: Arcadis will assist agencies in understanding how Canoe can simplify procurement while ensuring compliance with public sector policies.</li> </ul>

5	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	<p>Arcadis follows a structured project management (PM)-driven approach to contract implementation, service deployment, and performance monitoring. Since our engagement under the Canoe contract includes providing project management and construction procurement services, our approach ensures seamless onboarding, resource deployment, and continuous performance tracking while maintaining compliance with public sector procurement best practices.</p> <p>1. Startup and Implementation Plan</p> <p>Arcadis will execute a three-phase approach to ensure an efficient contract rollout, early member adoption, and resource deployment.</p> <p>Phase 1: Contract Activation (0-3 Months)</p> <ul style="list-style-type: none"> <li>Internal Training and Alignment: <ul style="list-style-type: none"> <li>Train Project Managers (PMs), Project Coordinators (PCs), and Construction Procurement Specialists on contract scope, service +expectations, and resource allocation procedures</li> <li>Update Arcadis's internal PMO processes to integrate Canoe contract service delivery</li> <li>SharePoint Repository for Internal Teams: <ul style="list-style-type: none"> <li>Centralized document library containing contract details, pricing structures, procurement workflows, and deployment protocols</li> </ul> </li> <li>Launch Coordination with Canoe: <ul style="list-style-type: none"> <li>Establish procedures for engaging members, responding to service requests, and mobilizing teams</li> <li>Define member onboarding workflows, project intake processes, and procurement strategies</li> </ul> </li> </ul> </li> </ul> <p>Phase 2: Member Engagement and Resource Deployment (3-6 Months)</p> <ul style="list-style-type: none"> <li>Onboarding Members and Scoping Requirements: <ul style="list-style-type: none"> <li>When a Canoe member selects Arcadis for PM or Construction Procurement services, an initial project scoping session is conducted to define: <ul style="list-style-type: none"> <li>Project objectives, schedule, and procurement needs</li> </ul> </li> <li>PMO team composition (PMs, PCs, procurement specialists, schedulers, document controllers)</li> <li>Risk and compliance considerations</li> </ul> </li> <li>Deployment of Project Teams: <ul style="list-style-type: none"> <li>Assign dedicated Project Managers, Planners, and Procurement Specialists based on project size and scope</li> <li>Mobilize onsite and remote support resources as required by the member.</li> </ul> </li> <li>Project Execution Plan (PEP) Development: <ul style="list-style-type: none"> <li>Establish KPIs for contract compliance, project tracking, and procurement efficiency</li> </ul> </li> </ul> <p>Phase 3: Full-Scale Project Execution and Contract Monitoring (6-12 Months and Ongoing)</p> <ul style="list-style-type: none"> <li>Active Project Oversight: <ul style="list-style-type: none"> <li>PMs and PCs will oversee construction procurement, contractor engagement, and budget adherence</li> <li>Procurement teams will manage tendering, bid evaluations, and contract administration</li> </ul> </li> <li>Quarterly Contract Performance Reviews: <ul style="list-style-type: none"> <li>The Group Director will incorporate Canoe-related project performance into quarterly business reviews for leadership</li> </ul> </li> <li>Performance Tracking and Continuous Improvement: <ul style="list-style-type: none"> <li>Utilize real-time dashboards for contract utilization tracking</li> <li>Adjust staffing levels dynamically to meet project demand</li> </ul> </li> <li>Stakeholder Coordination and Feedback: <ul style="list-style-type: none"> <li>PMs will conduct biannual member satisfaction reviews to optimize service delivery</li> </ul> </li> </ul> <p>2. Ongoing Monitoring of Contract Use and Resource Allocation</p> <p>To ensure sustained contract adoption and optimal resource deployment, Arcadis will implement a structured monitoring framework:</p> <ul style="list-style-type: none"> <li>Quarterly Internal Contract Utilization Reports: <ul style="list-style-type: none"> <li>Assess PM and PC resource deployment across active Canoe projects.</li> <li>Monitor procurement effectiveness and service delivery KPIs</li> </ul> </li> <li>Proactive Risk and Compliance Audits: <ul style="list-style-type: none"> <li>Conduct internal reviews on project execution, procurement compliance, and financial performance</li> </ul> </li> <li>Lessons Learned Workshops: <ul style="list-style-type: none"> <li>PMs and Procurement Specialists will share best practices and process improvements to refine contract execution strategies</li> </ul> </li> </ul>
6	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and network? Which key performance indicators will you be monitoring?	<p>Arcadis will track the adoption and utilization of the Canoe contract through regular business reviews, performance metrics, and real-time tracking to ensure maximum engagement and value for public sector clients.</p> <p>1. How We Will Track Contract Utilization:</p> <ul style="list-style-type: none"> <li>Business Development (BD) and Leadership Oversight <ul style="list-style-type: none"> <li>Biweekly BD Meetings: Track Canoe-related inquiries, client interest, and active engagements</li> <li>Monthly Proposal Updates: Report on contract-related proposals, success rates, and challenges</li> <li>Quarterly Leadership Review: Assess contract performance, financial impact, and client feedback</li> </ul> </li> <li>Real-Time Project Tracking <ul style="list-style-type: none"> <li>Maintain a SharePoint site with up-to-date contract utilization data, project progress, and financial metrics</li> </ul> </li> <li>Ensure PMs and Procurement Specialists update project status and resource allocation</li> </ul> <p>2. Key Performance Indicators (KPIs)</p> <ul style="list-style-type: none"> <li>Contract Engagement: Number of inquiries, active projects, and conversion rates</li> <li>Project Execution: Resource deployment, service adoption, and financial tracking.</li> <li>Client Satisfaction: Feedback scores, repeat contract use, and compliance adherence</li> </ul> <p>3. Continuous Improvement</p> <ul style="list-style-type: none"> <li>Quarterly reviews to analyze adoption trends and refine our engagement approach</li> <li>Adjust strategies to enhance service alignment and improve client procurement experiences</li> </ul>
7	Describe your commitment to attending and/or sponsoring member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats, procurement excellence etc.)	<p>Arcadis is committed to strategic participation in member engagement events that align with our expertise in Project Management (PM) and Transit infrastructure. Our focus will be on events that provide meaningful opportunities for industry collaboration, knowledge sharing, and direct engagement with public sector members.</p> <p>1. Strategic Event Participation</p> <p>Arcadis will prioritize attendance at industry-specific events where we can provide value through our expertise in transit, procurement, and project management.</p> <ul style="list-style-type: none"> <li>Project Management and Infrastructure Conferences: Events focused on alternative project delivery, procurement strategies, and public sector project management</li> <li>Transit-Focused Industry Forums: Conferences and trade shows related to transit expansion, funding, and public-private partnerships (P3, PDB, DBB, CMAR)</li> <li>Procurement and Contracting Excellence Events: Targeted participation in procurement-focused workshops and knowledge-sharing sessions</li> </ul> <p>2. Flexible Engagement Approach</p> <ul style="list-style-type: none"> <li>Speaking Opportunities: Arcadis will explore opportunities to contribute as panelists or subject matter experts at transit and PM-related events.</li> <li>Networking and Knowledge Sharing: We will engage in select industry forums and procurement roundtables to stay aligned with public sector needs and evolving procurement trends.</li> <li>Collaboration with Canoe: Where relevant, Arcadis will coordinate with Canoe representatives to determine high-impact events that align with our expertise.</li> </ul> <p>3. Continuous Evaluation of Engagement Opportunities</p> <ul style="list-style-type: none"> <li>Event participation will be reviewed periodically to ensure alignment with contract objectives and industry relevance.</li> <li>Our focus will remain on PM and Transit-related engagements that directly support our role under the contract.</li> </ul>
8	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	<p>Arcadis has built strong partnerships with key industry associations in Canada, which provide valuable platforms for engagement with public sector clients, municipalities, ministries, and transit agencies. These partnerships will support the promotion and awareness of the Canoe contract, ensuring that decision-makers in infrastructure, procurement, and transit sectors are informed about the benefits of using the contract.</p> <p>1. Key Industry Partnerships and Sponsorships</p> <ul style="list-style-type: none"> <li>Canadian Urban Transit Association (CUTA) <ul style="list-style-type: none"> <li>Arcadis has been a sponsor and active participant in CUTA events, engaging with municipal and provincial transit leaders to discuss the future of public transportation and procurement best practices.</li> <li>Clients in attendance include: Metrolinx, TTC, YRT, TransLink, and municipal transit agencies from across Canada.</li> </ul> </li> <li>UK-Canada Infrastructure Leaders Reception <ul style="list-style-type: none"> <li>Arcadis's participation in this event facilitates strategic discussions on large-scale infrastructure projects, alternative project delivery methods (P3, PDB), and investment strategies.</li> </ul> </li> <li>Key stakeholders include: Ministries of Transportation, Infrastructure Ontario (IO), and large municipal procurement teams.</li> <li>Canadian Infrastructure Conference <ul style="list-style-type: none"> <li>A premier event where Arcadis engages with provincial and federal infrastructure agencies, municipalities, and industry partners to discuss public procurement strategies and innovative delivery models.</li> <li>Clients in attendance include: Provincial ministries, municipal procurement teams, and transit authorities.</li> </ul> </li> <li>Transportation Association of Canada (TAC) <ul style="list-style-type: none"> <li>As a sponsor and participant, Arcadis collaborates with transportation professionals and public-sector leaders to improve mobility, transit planning, and infrastructure resilience.</li> <li>Regular attendees include: Provincial and municipal transportation agencies, transit system planners, and procurement decision-makers.</li> </ul> </li> </ul> <p>2. How These Partnerships Support Canoe Contract Awareness</p> <p>These events allow direct engagement with procurement teams from municipalities, ministries, and transit agencies, ensuring that decision-makers understand the benefits of using the Canoe contract for project management and construction procurement services.</p> <p>Arcadis will leverage these existing relationships to enhance contract awareness and ensure broad adoption by public-sector clients.</p>

## Sales and service network

Question	Response *
<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. Service personnel/teams.</p> <p>Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales function.</p>	<p>Arcadis is well-positioned to meet the diverse needs of CANOE Members across Canada through our integrated team of professionals and extensive network of offices. Our project managers (PMs) and sales personnel collaborate seamlessly to deliver tailored solutions nationwide.</p> <p>a. Sales Force and Service Personnel/Teams At Arcadis, our sales force and service teams are composed of experienced PMs who engage directly with clients to understand their unique requirements and deliver customized solutions. This integrated approach ensures that our clients receive consistent and high-quality service from initial contact through project completion.</p> <p>b. Office Locations Arcadis has a robust presence in Canada, with over 1,000 staff across 29 office locations, enabling us to serve CANOE Members effectively in various regions. Our key office locations include:</p> <ul style="list-style-type: none"> <li>• Toronto, ON: 55 St. Clair Avenue West, 7th Floor</li> <li>• Ottawa, ON: 400-333 Preston Street</li> <li>• Edmonton, AB: 300, 10120 103 Avenue NW</li> <li>• Calgary, AB: 300, 227 11 Avenue SW</li> <li>• Vancouver, BC: Suite 700 - 1285 West Pender Street</li> <li>• Richmond Hill, ON: 121 Granton Drive, Suite 12</li> <li>• Saskatoon, SK: 105H - 111 Research Drive</li> <li>• Halifax, NS: Suite 301,168 Hobsons Lake Drive</li> <li>• Fredericton, NB: 2nd Floor, 515 Beaverbrook Ct</li> </ul> <p>Each office has a magnitude of Project Managers, engineer and architects that can handle any type of undertaking from CANOE members. This extensive network allows us to provide localized support and rapid response to CANOE Members across the country. By leveraging our integrated team structure and widespread office locations, Arcadis is committed to delivering exceptional service and support to CANOE Members throughout Canada.</p>
<p>Describe your delivery model including timelines, regional restrictions, and exclusion from your offering.</p>	<p>Arcadis follows a scalable, client-focused delivery model tailored to meet the needs of Canoe members across Canada. Our approach ensures efficient deployment of Project Management, Construction Procurement, and Infrastructure Advisory Services while maintaining compliance with public sector procurement best practices.</p> <p>1. Delivery Model Arcadis operates under a hybrid delivery model that combines on-site, remote, and embedded project team support to maximize efficiency and adaptability. The core components of our delivery model include:</p> <ul style="list-style-type: none"> <li>• Dedicated Project Teams – Assigned Project Manager (PM), Project Coordinator (PC), and necessary specialists (Planners, Document Controllers, Procurement Advisors, Cost Estimators).</li> <li>• Regional Hubs – Offices in Toronto, Vancouver, Calgary, Edmonton, Montreal, and Ottawa to coordinate service delivery.</li> <li>• Digital Collaboration Tools – Using Primavera P6, Oracle ERP and SharePoint sites for seamless communication and project execution.</li> <li>• Flexible Engagement Models – Offering full-service project delivery and staff augmentation based on project needs.</li> </ul> <p>2. Timelines and Response Times Arcadis is committed to responsive and timely service delivery to Canoe members. Our standard response and deployment timelines include:</p> <ul style="list-style-type: none"> <li>• Stage: Project Inquiry Activity: Initial consultation with Canoe member Timeline: 2-3 business days</li> <li>• Stage: Scoping &amp; Proposal Activity: Define scope, develop execution plan, and provide pricing Timeline: 5-10 business days</li> <li>• Stage: Resource Deployment Activity: Mobilization of PMs, Planners, and Procurement Specialists Timeline: 10-15 business days</li> <li>• Stage: Project Execution Activity: Active project management, monitoring, and reporting Timeline: Based on project schedule</li> <li>• Stage: Contract Closeout Activity: Final reporting and knowledge transfer Timeline: Within 30 days of project completion</li> </ul> <p>3. Regional Coverage and Restrictions Arcadis provides nationwide service delivery across Canada through our network of offices and remote project teams. Our key regional hubs are in:</p> <ul style="list-style-type: none"> <li>• Ontario (Toronto, Ottawa, Richmond Hill)</li> <li>• British Columbia (Vancouver)</li> <li>• Alberta (Calgary, Edmonton)</li> <li>• Quebec (Montreal)</li> <li>• Saskatchewan (Saskatoon)</li> <li>• Manitoba (Winnipeg)</li> <li>• Atlantic Canada (Halifax)</li> </ul> <p>While we have full coverage for urban centers and high-demand transit regions, some remote and northern locations may require extended mobilization times due to logistics constraints. Arcadis will work closely with Canoe members in these regions to develop customized service plans to ensure timely delivery.</p> <p>4. Exclusions from Offering Arcadis specializes in project management, transit and infrastructure advisory, construction procurement, and digital solutions. However, the following services are outside our direct scope under this RFP:</p> <ul style="list-style-type: none"> <li>• IT and Software Development (except where related to project controls, BIM, or digital twin solutions)</li> <li>• General Construction and Contracting (Arcadis does not perform construction but provides procurement and oversight)</li> <li>• Non-Infrastructure Legal Services (We offer contract advisory but do not provide legal representation)</li> <li>• If additional services are required outside our core expertise, Arcadis can facilitate connections through our network of industry partners and subcontractors</li> </ul>
<p>Describe your how you manage government sales. Include details on the sales and training structure and how you specifically address sales and marketing with public sector clients.</p>	<p>Client Relationship Management</p> <ul style="list-style-type: none"> <li>• Instead of a dedicated government sales team, Arcadis assigns key account leads for major public sector clients such as Metrolinx, TransLink, City of Toronto, and City of Vancouver, ensuring strategic alignment and seamless service delivery.</li> </ul> <p>Training and Expertise in Public Procurement</p> <ul style="list-style-type: none"> <li>• Project Managers (PMs) are highly experienced in public sector procurement including CCDC, RAIC Doc 6, P3, Progressive Design-Build (PDB), and CMAR.</li> <li>• Training is part of employees' yearly performance goals, enhancing their expertise while benefiting clients.</li> <li>• Arcadis does not have an in-house procurement specialist, but PMs ensure full compliance with contracting standards.</li> </ul> <p>Public Sector Sales and Marketing Approach</p> <ul style="list-style-type: none"> <li>• Client-Specific Engagement – Tailored discussions with decision-makers.</li> <li>• Industry Events – Engagement in transit, infrastructure, and procurement conferences.</li> <li>• Case Studies and Thought Leadership – Promoting successful public sector projects through whitepapers and digital marketing.</li> </ul>

Social benefits

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

☐ We will not be submitting for Social benefits

Line Item	Question	Response *
1	Canoe members may have social benefits policies and goals. Explain how your company's social benefits programs and offerings contribute to Canoe members' ability to meet their respective goals.	<p>At Arcadis, we have a proud history of improving quality of life by designing and delivering innovative solutions that uphold human rights and create lasting, sustainable social outcomes. Guided by a commitment to improving quality of life for all, we promote a "People First" work environment. Our people are fundamental to our success—without them, there is no business.</p> <p>By fostering an inclusive, human-centric, accountable, and sustainable workplace, we aim to ensure that everyone feels a sense of belonging and is empowered to succeed at Arcadis. We value, recognize, and celebrate the diversity of all Arcadians.</p> <p>To address the unique challenges faced by underrepresented groups, Arcadis runs several initiatives:</p> <ul style="list-style-type: none"><li>• Women of Colour Program: This program examines the intersectional impact of gender and ethnicity on the experiences and career progression of Women of Colour at Arcadis. Using these insights, we co-create solutions to foster an equitable environment where every Arcadian has access to opportunities to grow, develop, and reach their full potential.</li><li>• Global Sponsorship Program: Focused on promoting equity through greater access to opportunities.</li><li>• Membership with the Canadian Council of Indigenous Business (CCIB): Demonstrating our commitment to supporting Indigenous businesses and communities.</li></ul> <p>Internal Impact Goals – Canadian Practice</p> <p>Arcadis has set measurable impact goals to drive positive change within our Canadian operations. These include:</p> <p>Improving the Communities We Serve:</p> <ul style="list-style-type: none"><li>• Establish partnerships with local charities and non-profits to support community programs.</li><li>• Sponsor local events, conferences, festivals, and other initiatives.</li><li>• Create scholarship programs to increase access to quality education, promote STEAM (Science, Technology, Engineering, Arts, and Math) initiatives, and support the advancement of BIPOC groups.</li><li>• Develop mentorship and apprenticeship programs to build capacity and expand access to training within our communities.</li></ul> <p>Being an Employer of Choice:</p> <ul style="list-style-type: none"><li>• Encourage employees to participate in volunteer activities, donation-matching initiatives, mentorship programs, and skill-sharing workshops.</li><li>• Provide pro bono services, where staff contribute their expertise to local non-profits or community projects.</li><li>• Promote digital and human innovation by providing equitable access to skills and educational training.</li><li>• Support employee engagement through Affinity Groups, including Pride, Age Representation, Ethnicity and Heritage, Access and Neurodiversity, and Gender initiatives.</li></ul> <p>Our Impact in 2024</p> <p>In 2024, Arcadis demonstrated its commitment to these goals by:</p> <ul style="list-style-type: none"><li>• Volunteering over 300 cumulative hours across various organizations.</li><li>• Providing over \$50,000 in scholarships.</li><li>• Donating over \$250,000 to local charities and non-profits.</li><li>• Redirecting 5% of our procurement spend to businesses owned by marginalized groups, including women, Indigenous communities, and 2SLGBTQIA+ individuals.</li></ul> <p>Commitment to Canoe</p> <p>As it relates to Canoe, Arcadis is a reliable partner dedicated to delivering services that safeguard stakeholder interests. We operate with integrity, offering services under terms that uphold our independent professional judgment and create value for our clients. Transparency is a cornerstone of our approach, and we proactively disclose any conflicts of interest that may arise during the execution of our services.</p>

Proactive disclosure of Artificial Intelligence (AI) in drafting response

Line Item	Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	Yes
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	Arcadis AI tools (e.g. ArcadisGPT) were used in a limited way to support bid writing, including refining and proofreading of paragraphs written by Arcadians.
3	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	We employ AI during delivery of our service to enhance the efficiency of writing, organisation, and presentation of content. The AI will not be involved in any resulting work of this pursuit, and its role will be limited to that of a facilitator. All contributions of the AI were overseen and critically reviewed by our team, who take full responsibility for the content of this document. Prior to use of Arcadis AI tools (e.g. ArcadisGPT, Arcadis Talk, AI Image Generator, AI Planner), employees are required to agree to terms of use which include: prohibiting input of restricted data, no unlawful activities, checking and validation of all outputs by an experienced practitioner. Data inputs and outputs are stored encrypted in our Azure environment, this means the data is always under our control and our data is not used to train the foundation AI model. Full details of our Terms of Use can be provided upon request.

Documents

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

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

The maximum size is 2MB.

Do not include generic promotional marketing materials, pictures, resumes, corporate brochures, unless specifically asked in the RFP. Canoe will not review any materials not explicitly requested.

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

- [Discount and rate structure for services offered.](#) - Attachment A - Canoe\_Procurement\_Fees\_Proposal.pdf - Thursday February 27, 2025 12:28:28

## Addenda, Terms and Conditions

### PART D -TERMS AND CONDITIONS OF THE SOLICITATION PROCESS

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

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

#### 1.1.1 Ability to Provide Deliverables

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

#### 1.1.1.2 Non-Binding Pricing

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

#### 1.1.2 Proposals in English

All proposals are to be in English only.

#### 1.1.3 No Incorporation by Reference

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

#### 1.1.4 Past Performance

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

#### 1.1.5 Information in SOLICITATION Only an Estimate

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

#### 1.1.6 Proponents to Bear Their Own Costs

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

#### 1.1.7 Proposal to be Retained by Canoe

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

#### 1.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

#### 1.1.9 Trade Agreements

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

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

### 1.2 Communication after Issuance of Solicitation

#### 1.2.1 Proponents to Review Solicitation

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

#### 1.2.2 All New Information to Proponents by Way of Addenda

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

#### 1.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

#### 1.2.4 Verify, Clarify, and Supplement

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

#### 1.2.5 Restricted Communications

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

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

#### 1.2.6 Authorized Communications, Amendments, Waivers

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

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

### 1.3 Notification and Debriefing



### 1.3.1 Notification to Other Proponents

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

### 1.3.2 Debriefing

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

### 1.3.3 Procurement Protest Procedure

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

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

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

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

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

EMAIL: [proposals@canoeprocurement.ca](mailto:proposals@canoeprocurement.ca)

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

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

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

## 1.4 Conflict of Interest and Prohibited Conduct

### 1.4.1 Conflict of Interest

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

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

### 1.4.2 Disqualification for Conflict of Interest

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

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

### 1.4.3 Disqualification for Prohibited Conduct

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

### 1.4.4 Prohibited Proponent Communications

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

### 1.4.5 Proponent Not to Communicate with Media

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

### 1.4.6 No Publicity or Promotion

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

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

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

### 1.4.7 No Lobbying

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

### 1.4.8 Illegal or Unethical Conduct

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

### 1.4.9 Supplier Suspension

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

1. illegal or unethical conduct as described above;
2. the refusal of the supplier to honour its submitted pricing or other commitments;
3. engaging in litigious conduct, bringing frivolous or vexatious claims in connection with Canoe's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or



4. any conduct, situation, or circumstance determined by Canoe, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

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

## **1.5 Confidential Information**

### **1.5.1 Confidential Information of Canoe**

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

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

### **1.5.2 Confidential Information of Proponent**

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

## **1.6 Procurement Process Non-Binding**

### **1.6.1 No Contract A and No Claims**

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

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

### **1.6.2 No Contract until Execution of Written Agreement**

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

### **1.6.3 Non-Binding Price Estimates**

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

### **1.6.4 Cancellation**

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

### **1.6.5 Competition Act**

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

## **1.7 Rights of Canoe Procurement Group of Canada – General**

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

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

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

### **1.7.1 No Prohibited Conduct**

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

### **1.7.2 Disclosure of Information**

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

## **1.8 Governing Law and Interpretation**

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

- 1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- 2. are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- 3. are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

End of PART D



I have the authority to bind the Proponent.

- Neo Mahfouz, Associate Principal , Arcadis Professional Services (Canada) Inc.

Conflict of Interest

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 02 - CAN-2025-002 Tue February 18 2025 06:54 AM	<input checked="" type="checkbox"/>	7
Addendum 01 - CAN-2025-002 Tue February 11 2025 06:45 AM	<input checked="" type="checkbox"/>	6

**Schedule “C”****MARKETING AND PROMOTION OF AGREEMENT**

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

## Schedule "D"

## SAMPLE SALES REPORT



Supplier Name: OFFICE SUPPLY COMPANY  
 Canoe Contract Number: CAN-2024-III  
 Month: June  
 Year: 2024

CANOE SUPPLIER ADMIN FEE TEMPLATE  
 Monthly Submission of Data Required

Member Number	Member Name	Province	Branch (if applicable)	Date of Purchase	Transaction Date	Accounting Date	PO #	Invoice #	Item Description	Category (Parts / Labour / Service)	Item cost	Miscellaneous	Freight	Subtotal	PST	GST/HST	Total Invoice	Amount eligible for Admin Fee	Admin Fee Rate	Admin Fee to Canoe
AB1603	SAMPLE ONLY County of your County	AB	ED	3/5/2024	3/5/2024	3/5/2024	555662	9955623	Pens	Parts	5.32	-	-	5.32	-	0.27	5.59	5.32	5.00%	0.27
AMH5002	SAMPLE ONLY RM of your town	MB	WN	2/1/2024	2/25/2024	3/1/2024	TR33556	9955624	Trays	Parts	552.30	0.20	0.50	553.00	33.18	27.65	613.83	552.30	5.00%	27.62
SAR1222	SAMPLE ONLY Town of At Home	SK	RG	12/23/2023	1/31/2024	3/1/2024	202403jj	9955625	Whiteboard	Parts	1,555.20	-	20.30	1,575.50	110.29	78.78	1,764.56	1,555.20	5.00%	77.76
TOTALS											2,112.82	0.20	20.80	2,133.82	143.47	106.69	2,383.98	2,112.82	5.00%	105.64