

## 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: Brookfield Global Integrated Solutions Canada LP.

Supplier Corporate Jurisdiction: 300 Sparks St., Suite 400, Ottawa, Ontario K1R 7S3  
(the "**Supplier**"), as of

Date of Agreement: April 23, 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 and warrants that:

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

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

## **ARTICLE 6**

### **CONFIDENTIAL INFORMATION**

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

The Receiving Party agrees not to:

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

#### **6.2 Protection**

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

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

#### **6.3 Mandatory Disclosure**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7 INDEMNITY AND LIABILITY

### 7.1 Liability for Representatives

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

### 7.2 Indemnity

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

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

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

### **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(b.) or (d.), 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 senior managers 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:

BGIS GLOBAL INTEGRATED SOLUTIONS CANADA LP.  
300 Sparks St., Suite 400,  
Ottawa, Ontario K1R 7S3

Attention: Serdar Meremetci, General Manager – Project Delivery Services  
Tel: 613-447-6131  
Email: [serdar.meremetci@bgis.com](mailto:serdar.meremetci@bgis.com)

## **11.3 Insurance Obligations**

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

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

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

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

#### **11.4 Public Announcements**

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

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

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

#### **11.6 Entire Agreement**

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

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

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

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

#### **11.8 Severability**

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

#### **11.9 Assignment**

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

#### **11.10 Time of Essence**

Time shall be of the essence in this Agreement.

#### **11.11 Further Assurances**

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

#### **11.12 Counterparts**

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

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

#### **CANOE PROCUREMENT GROUP OF CANADA**

By: \_\_\_\_\_  
 Name: Tyler Hannemann  
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: BGIS Global Integrated Solutions Canada LP.

By: \_\_\_\_\_  
 Name: Mike Greidanus  
 Title: President BGIS Canada and COO America

**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: Brookfield Global Integrated Solutions Canada LP

Does your company conduct business under any other name? If yes, please state: BGIS Global Integrated Solutions Canada LP

Address: 4175 14th Avenue  
Markham, Ontario L3R 0J2

Contact: Jennifer Lafontaine

Email: jennifer.lafontaine@bgis.com

Phone: 438-357-5563

Fax: 438-357-5563

HST#: 87021 6298 RT0001

## Submission Details

Created On: Monday January 27, 2025 10:30:54

Submitted On: Thursday February 27, 2025 09:23:04

Submitted By: Jennifer Lafontaine

Email: jennifer.lafontaine@bgis.com

Transaction #: fbba6cca-e89b-4ac1-8c74-eaec1bbbc0a1

Submitter's IP Address: 163.116.130.130

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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):	BGIS Global Integrated Solutions Canada LP.
2	Proponent Address:	300 Sparks St., Suite 400, Ottawa, Ontario K1R 7S3
3	Proponent website address:	www.bgis.com/
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Serdar Meremetci, General Manager – Project Delivery Services 300 Sparks St., Suite 400, Ottawa, Ontario K1R 7S3 613-447-6131   serdar.meremetci@bgis.com
5	Proponent's primary contact for this proposal (name title address email address & phone):	Serdar Meremetci, General Manager – Project Delivery Services 300 Sparks St., Suite 400, Ottawa, Ontario K1R 7S3 613-447-6131   PMBGISbids@bgis.com
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	N/A.
7	Proponent GST registration number:	87021 6298 RT 0001
8	If the Proponent is representing a consortium, each member of that consortium.	N/A.
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	<p>Proudly Canadian, BGIS has grown to become the largest and most experienced provider of Integrated Facility Operations and Project Management in the country. With over 220 million square feet of client facilities under management across North America supported by a dedicated team of over 7,000 employees, BGIS brings over 30 years of expertise in delivering results-driven solutions. Established in 1992 through a joint venture between Johnson Controls and Brookfield Properties, BGIS formally adopted its name in 2019, continuing to lead the industry in service excellence, sustainability, and operational optimization. Headquartered in Canada, BGIS operates across the nation and in over 15 countries worldwide, bringing our global expertise to every project we manage.</p> <p>As one of BGIS's Centres of Expertise, our Project Management organization manages more than 13,000 projects annually, ranging from \$10,000 to \$1 billion, across diverse sectors including government, commercial, industrial, technology, retail, and institutional. We specialize in managing and delivering complex projects from concept to commissioning, with your best interests in mind. Whether it is a building infrastructure upgrade, an office fit out or a retail new build, when you engage our project management professionals, your outcome will be cost-effective projects with high-quality results. We deliver over \$1.7B in projects per year. Our experience includes partnerships with notable clients such as CIBC, TD, Scotia, Bell, Hydro One Networks Inc., Shell, Suncor, Amazon, Algonquin College, the Federal Government, and many others.</p> <p>Our experience, combined with industry-focused processes and technology tools, will ensure that your projects are delivered on scope, on time and on budget. We leverage industry-leading practices, including PMI-based methodologies, to ensure predictable cash flow, accurate financial reporting, timely outcomes, and effective communication. Our Project Managers excel at managing all aspects of project execution, coordinating stakeholders, directing technical staff, project authorities, managing consultants and contractors, extracting best value project outcomes while maintaining fiscal control and accountability.</p> <p>BGIS's commitment to clear reporting, stakeholder engagement, and continuous communication drives successful outcomes, aligned with the needs and objectives of the Canoe Procurement Group of Canada (Canoe). Understanding the unique challenges of project management, designs, and construction, we are dedicated to exceeding client expectations, in addition to having a national presence, makes BGIS the ideal partner for executing projects of all sizes and complexities across a wide range of industries.</p> <p>At BGIS, our business philosophy is rooted in six (6) core values that guide everything we do. These values shape our approach, drive our decisions, and encourage behaviours essential to positively impacting our clients, team members, environment, and communities.</p> <ul style="list-style-type: none"> <li>• Living Sustainably: We integrate social and environmental responsibility into all our operations, constantly striving to create positive change in society and our natural environment.</li> <li>• Passion for Innovation: We embrace new ideas, technologies, and approaches to continuously improve processes, methods, systems, and services, staying at the forefront of our industry.</li> <li>• Safer Together: Prioritizing the safety of our people, vendors, clients, and communities, we drive a culture of zero injuries through our core safety values and operational performance.</li> <li>• Unwavering Integrity: Acting with honesty, fairness, and ethics, we model high standards of conduct to build trust and commitment among all stakeholders.</li> <li>• Memorable Customer Experience: By anticipating customer needs and proactively identifying opportunities for improvement, we strive to make every interaction a positive and lasting experience.</li> <li>• Team Member Engagement: Collaboration and a shared sense of purpose are key to our success. We foster open dialogue, celebrate achievements, and create an environment where team members feel valued and invested.</li> </ul>
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 type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
British-Columbia	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
New-Brunswick	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Manitoba	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Newfoundland and Labrador	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Northwest Territories	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Nova-Scotia	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Nunavut	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Ontario	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Prince Edward Island	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Saskatchewan	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Yukon	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
Quebec	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

Experience

Describe your experience.

Line Item	Question	Reponse *
1	Describe your public sector experience, standing offers or vendor of record type of contractual arrangement with public sector entities.	<p>Our team has a proven track record of successfully managing projects of varying complexities for numerous public sector clients. We have been engaged through multiple standing offers and vendor-of-record agreements with prominent entities such as Infrastructure Ontario, Alberta Infrastructure, British Columbia Real Property Division, the City of Moncton, and Public Services and Procurement Canada (PSPC) through the management of the RP1 and RP2 contracts. We understand the unique challenges associated with provincial and public sector projects and consistently exceed client expectations.</p> <p>As part of these standing offer agreements, we provide comprehensive project and facilities management, as well as advisory services. Our expertise spans a diverse range of projects, including building rehabilitation and renovations, new construction, asset replacement, infrastructure upgrades, and sustainability and accessibility improvements.</p> <p>We are a registered vendor with PSPC's Task and Solutions Professional Services (TSPS) Supply Arrangement, enabling client departments to solicit competitive bids from a pool of pre-qualified service providers. In addition to TSPS, we hold the RP1, RP2, and RP4 contracts, which allow us to deliver property management services, project delivery services, lease services, and related real property services across Canada. Furthermore, we maintain Supply Arrangements with key public sector organizations such as the House of Commons (HOC), National Capital Commission (NCC), Infrastructure Ontario (IO), and Algonquin College, providing Project Management Services (PMS).</p> <p>This extensive experience and our ongoing relationships with public sector clients position us as a trusted and capable partner for delivering high-quality projects under structured contractual agreements.</p>
2	What is your Canadian public sector market share for the solutions that you are proposing?	<p>Our firm is a leading provider of facility and project management real property services to the Canadian public sector, with an extensive footprint across the country. We currently hold multiple standing offers, vendor-of-record agreements, and long-term contracts with key public sector organizations delivering project management, property management, project delivery, and lease services across Canada.</p> <p>In terms of market reach:</p> <ul style="list-style-type: none"><li>• We manage \$1.7B projects each year in Canada.</li><li>• We have 850 Real Property Management Team in Canada.</li><li>• Over 30 years of experience managing real property projects.</li></ul> <p>While exact market share data is proprietary or not publicly available, our extensive contract portfolio and long-standing relationships with major public sector clients position us as a top-tier service provider in Canada for the solutions we are proposing.</p>
3	What do you consider to be the top three market differentiators of your services relative to this solicitation?	<p>Our key market differentiators set us apart as the ideal service provider for this solicitation:</p> <ol style="list-style-type: none"><li>1. Deep Facility Management Expertise – As a facility management company, we have an in-depth understanding of buildings, their operations, and their complex systems. Unlike traditional project managers, we live with these projects long after completion, ensuring that design and construction decisions align with long-term operational efficiency, sustainability, and maintainability.</li><li>2. Independent Project Management Provider – We provide fully independent project management with no affiliations or conflicts of interest with builders or designers. This allows us to provide unbiased oversight, ensuring that project decisions are made in the best interest of our clients, with a focus on quality, cost control, and risk mitigation.</li><li>3. Proudly Canadian – Headquartered in Canada, we bring a deep understanding of local regulations, industry standards, and best practices. Our commitment to Canada extends beyond compliance – we take pride in contributing to the growth and success of our communities and the Canadian built environment.</li></ol> <p>By leveraging our expertise in facility management, our independence, and our strong Canadian foundation and operations, we deliver superior project outcomes that align with both immediate project goals and long-term operational success.</p>
4	List the various certifications your company currently holds.	<p>Our company is committed to maintaining the highest standards of quality, environmental management, and professional development. We currently hold the following ISO certifications:</p> <ul style="list-style-type: none"><li>• ISO 9001:2015 Quality Management System – Ensuring a strong quality management system that enhances efficiency, consistency, and customer satisfaction.</li><li>• ISO 14001:2015 Environmental Management System – Demonstrating our commitment to environmental management and sustainable business practices.</li><li>• ISO 22301:2019 Societal Security – Business Continuity Management System – Establishing a robust framework to manage risks, ensure operational resilience, and maintain business continuity during disruptions.</li><li>• ISO/IEC 27001:2013 Information Security Management System – Safeguarding sensitive data through a structured approach to risk management, cybersecurity, and information protection.</li><li>• ISO 27017:2015 IT Security Controls: Cloud Services – Enhancing cloud security by implementing best practices and additional controls for protecting cloud-based systems and data.</li><li>• ISO 45001:2018 Occupational Health &amp; Safety Management System – Promoting a safe and healthy work environment by identifying and mitigating workplace hazards, reducing risks, and improving employee well-being.</li></ul> <p>Additionally, BGIS places a strong emphasis on employing highly qualified resources and actively support our staff in obtaining professional certifications, including:</p> <ul style="list-style-type: none"><li>• Project Management Professional (PMP)</li><li>• Professional Engineers (P.Eng)</li><li>• Leadership in Energy and Environmental Design Accredited Professional (LEED AP)</li></ul> <p>BGIS also offers support and training materials to help individuals obtain and maintain various designations through our training platform, 'Percipio,' including but not limited to:</p> <ul style="list-style-type: none"><li>• Workplace Hazardous Materials Information System (WHMIS)</li><li>• AODA Integrated Accessibility Standards</li><li>• BGIS Code of Business Conduct and Ethics, as well as Anti-Bribery and Corruption Training</li><li>• Various annual IT and Security Training</li><li>• Various annual Health and Safety Training covering Working at Heights, Health and Safety and Environmental Management Systems</li></ul> <p>These certifications and ongoing training reflect our dedication to excellence, sustainability, and professional growth, ensuring that we deliver high-quality services to our clients.</p>

Program offering

Describe your program offering.

Question	Response *
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Describe the Core Project Management Services (non-IT) you offer.	<p>As a leader in project and facility management, BGIS is celebrated for its versatile expertise and dedication to excellence. BGIS has extensive experience delivering project management for construction projects across both the public and private sectors. Our portfolio includes a wide range of projects, such as building renovations and rehabilitation, site renovations, asset upgrades and replacement, new construction, deconstruction, infrastructure upgrades, accessibility upgrades, and LEED sustainability initiatives. Our diverse experience highlights our ability to manage projects of varying scales, from hundreds of thousands to multi-millions of dollars, demonstrating that no project is too big or small for our team. Each undertaking is approached with the same dedication and proficiency, reinforcing our commitment to delivering high-quality results across a broad range of complexities. At the core of our project management services, BGIS provides comprehensive support throughout every phase of a project.</p> <p><b>Project Planning</b></p> <p>Our Project Planning services lay the groundwork for project success by clearly defining the project scope, objectives, deliverables, timelines, and budgets. We work closely with stakeholders to establish realistic expectations and ensure alignment with organizational goals. Our planning process includes feasibility studies, site assessments, cost estimates, and scheduling strategies to ensure an efficient workflow. We develop detailed project charters and execution plans that serve as roadmaps, helping to mitigate risks before they arise and ensuring that all critical project components are accounted for. By taking a proactive approach to planning, we create a solid foundation that facilitates smooth execution and successful project completion.</p> <p><b>Typical Deliverables:</b> Project Charter, Project Plan, Risk Identification, Master Project Schedule, Class D Cost Estimate, Cost Report, Meeting Minutes</p> <p><b>Execution and Monitoring</b></p> <p>During the Execution and Monitoring phase, we oversee all aspects of project implementation to ensure seamless coordination and progress. Our team efficiently manages resources, including labor, materials, and subcontractors, to keep the project on track and within budget. We utilize industry-leading project management tools to monitor performance metrics, track milestones, and identify potential delays. By maintaining strict quality control measures, we ensure that project deliverables meet and most often exceed client expectations. Regular site inspections, compliance checks, and status meetings allow us to promptly address challenges and optimize workflows. Our proactive approach ensures timely delivery while upholding the highest safety and quality standards.</p> <p><b>Typical Deliverables:</b> Updates to planning documents, Design Review Comment Log, Cost Report Updates, Milestone Tracking and Schedule Updates, Site Inspection Reports, Meeting Minutes, Earned Value Management and Cash Flow Updates, Risk Mitigation, and Issue Resolution Log</p> <p><b>Stakeholder Engagement</b></p> <p>Effective communication and collaboration are fundamental to the successful delivery of any project. At BGIS, we prioritize Stakeholder Engagement by fostering transparent and open dialogue among all parties involved, including clients, contractors, regulatory bodies, and community representatives. Our approach ensures that project goals and expectations are clearly understood, reducing the risk of miscommunication, and promoting a cooperative working environment. At project onset, we utilize a structured Stakeholder Assignment Matrix to identify and assign the roles, involvement, and needs of each stakeholder, ensuring that all parties are engaged appropriately throughout the project. Regular stakeholder meetings, progress updates, and proactive conflict resolution strategies are then employed to address concerns and maintain alignment at every stage of the project lifecycle.</p> <p>Our engagement strategies promote efficiency, enhance decision-making, and ensure that all stakeholders remain informed and invested in the project's success. By keeping communication channels open and clearly defined, we drive the project forward while maintaining strong, positive relationships with all involved.</p> <p><b>Typical Deliverables:</b> Stakeholder Assignment Matrix, Communication Plan, Meeting Minutes and Action Logs, Steering Committee Meeting Updates, Community Engagements Documentation and Reporting</p> <p>Maintaining comprehensive project records is essential for transparency, accountability, and future reference. Our Documentation and Reporting services provide stakeholders with regular updates, detailed progress reports, and final project documentation. We develop structured reporting frameworks that include financial tracking, change order logs, risk assessments, and performance evaluations. Our documentation process ensures compliance with industry standards and regulatory requirements, while also serving as a valuable resource for continuous improvement. By keeping stakeholders informed with real-time data and insights, we enhance decision-making and provide a clear record of project achievements, challenges, and lessons learned.</p> <p><b>Typical Deliverables:</b> Meeting Minutes, Monthly Project Status Report including Cost, Schedule and Risk Register Updates, Lessons Learned Log</p> <p><b>Risk Management</b></p> <p>Identifying and mitigating potential risks is a critical component of successful project execution. Our Risk Management approach involves proactive risk assessment, scenario planning, and the development of contingency strategies. We conduct thorough risk analyses at every stage of the project to anticipate challenges related to cost overruns, scheduling delays, environmental impacts, and safety hazards. By implementing risk response strategies – such as risk avoidance, reduction, transfer, or acceptance – we minimize disruptions and maintain project momentum. Our risk management framework ensures resilience, allowing us to adapt to unforeseen circumstances while safeguarding project objectives.</p> <p><b>Typical Deliverables:</b> Risk Planning Workshops, Risk Management Plan, Risk Register</p> <p><b>Advisory Support</b></p> <p>Beyond execution, we provide strategic Advisory Support to optimize project outcomes and enhance overall efficiency. Our experienced professionals offer insights and recommendations on best practices, value engineering, and process improvements. We assess project performance, identify opportunities for cost savings, and recommend innovative solutions that align with client objectives. Whether providing guidance on heritage building practices, procurement strategies, or sustainability building practices, our advisory services help clients make informed decisions that enhance project success. Our goal is to deliver not only a completed project but also long-term value and operational excellence.</p> <p><b>Typical Deliverables:</b> Feasibility Report, Capital Planning Support, Design Review Log, Procurement Reviews and Documents, Commissioning Reviews and Documents, Sustainability Reviews</p>
Describe the Construction Procurement Services you offer.	<p>At BGIS, we offer comprehensive Construction Procurement Services adapted to meet the unique needs of the client and project. Whether the client needs assistance and support with an existing procurement team or prefers to leverage our experienced in-house procurement experts, we provide flexible solutions that can integrate seamlessly into their processes or take the lead in managing procurement from start to finish. Additionally, BGIS can work with existing procurement templates or use our in-house templates, customizing them as needed to align with the client's project goals.</p> <p>BGIS can be involved at any level necessary throughout the procurement process, from administrative tasks such as posting on platforms like MERX, to evaluating bids for compliance, conducting prequalification and proposal assessments, or managing the entire procurement cycle. Whether leading the process or collaborating with the client's team, we ensure efficiency and alignment with the project's objectives. We place significant emphasis on communication and transparency to ensure all stakeholders are kept informed throughout the process. Additionally, depending on the procurement requirements, we can leverage our Vendor Performance Program to assist in evaluations and select the most qualified vendors based on their proven track record, ensuring we partner with reliable and capable suppliers for the client's project.</p> <p>With extensive experience in both private and public sector procurements, BGIS is well-versed in the requirements of public procurement policies and frameworks across Canada. From Ontario's Broader Public Sector Procurement Directive to the various provincial and territorial procurement regulations, we have the tools and expertise to adapt our processes to meet these diverse standards. Whether we are working with government entities, crown corporations, or private sector partners, BGIS ensures compliance while optimizing outcomes for the client's project. Our goal is to provide the most effective and efficient procurement support, ensuring your project is delivered on time, within budget, with full transparent and aligned with project objectives, regardless of the region.</p> <p>Additionally, BGIS brings forward a commitment to fostering long-term, transparent relationships with suppliers, ensuring high-quality, cost-effective project delivery. Our experience and adaptability allow us to tailor procurement strategies that reflect both the scale and complexity of each unique project. Whether navigating local regulations, handling complex tendering processes, or delivering a seamless procurement experience, BGIS ensures success at every stage of the process.</p>
Describe Infrastructure and Construction Solutions Services you offer.	<p>At BGIS, we offer a comprehensive range of Infrastructure and Construction Solutions Services, organized into specialized areas to meet the unique needs of each project. Our expertise spans critical environments, commissioning, construction services, sustainability design support, and professional services that include engineering and architectural support.</p> <p><b>1. Critical Environments</b></p> <p>BGIS specializes in managing critical environments across 9 countries, ensuring that your facilities operate efficiently and effectively. Leveraging international best practices, we deliver high-quality care and expertise throughout the lifecycle of your mission-critical facilities. From initial planning to ongoing maintenance, BGIS provides a full range of pre and post-occupancy services, including technical design reviews, commissioning, and optimization. We ensure that your critical facilities meet operational expectations, and we offer predictive and preventive maintenance programs to maintain peak performance. BGIS is your long-term partner for all phases of the lifecycle, providing support through modernization, triage, re-commissioning, and de-commissioning.</p> <p><b>2. Commissioning</b></p> <p>Our commissioning services ensure that your facilities meet the highest standards from the outset. We provide comprehensive commissioning and testing services to ensure that all systems are installed, tested, and optimized to perform as expected. BGIS offers specialized support for the commissioning of critical environments, ensuring that systems function seamlessly from the moment they go live. This includes ongoing performance monitoring and adjustments to ensure operational efficiency over time.</p> <p><b>3. Construction Services</b></p> <p>BGIS also offers construction services, including interior renovations, that align with the specific needs of your project. Whether renovating existing spaces or executing new builds, BGIS ensures that every aspect of the construction process meets your project goals. Our team oversees every stage of construction, from planning and design to execution and final inspection, ensuring that quality is maintained throughout. BGIS provides construction expertise tailored to both mission-critical environments and general facility upgrades.</p> <p><b>4. Sustainability Design Support</b></p> <p>BGIS is committed to sustainability, providing design support that focuses on creating environmentally responsible and energy-efficient facilities. We assist clients in integrating sustainable practices into the design phase, ensuring that energy-efficient systems and environmentally friendly materials are used wherever possible. Our experts support you in achieving sustainability goals while adhering to industry standards and regulations. Whether aiming for LEED certification or implementing other green building strategies, BGIS offers the expertise to make your facility as sustainable as possible.</p> <p><b>5. Professional Services Group (Engineering and Architectural Support)</b></p> <p>BGIS also offers a dedicated Professional Services Group that includes skilled engineers and architects. This team plays a crucial role in delivering high-quality design reviews, quality checks, and technical expertise throughout the project lifecycle. Our engineers and architects conduct thorough drawing reviews to ensure that design plans meet the required standards and align with project goals. Additionally, we provide quality control services to ensure that construction work meets design specifications and identify potential issues before they arise. By leveraging this in-house expertise, BGIS ensures that all technical and architectural aspects of your project are thoroughly vetted for compliance and excellence.</p> <p><b>6. Workplace Solutions</b></p> <p>BGIS is committed to providing a full suite of services to support the successful lifecycle management, commissioning, construction of your facilities, and sustainable design practices. Our in-house Workplace Solution team works with clients to create flexible and resilient workplace solutions to accommodate the fluidity of the business environment now and in the future, all while minimizing costs and carbon footprint. As your partner we'll share transformative insights into the latest workplace trends and best practices to benefit your business. Our knowledge leaders leverage over 30 years of experience in workplace advisory, workplace change management, space planning, occupancy analytics, interior design, move management and workplace technology consulting – including Internet of Things (IoT), reservation tools and workplace management software.</p>

<p>Describe any other related services you offer to the extent that these solutions are complementary to the services being requested in this RFP.</p>	<p>BGIS provides a full range of services that enhance and complement the solutions outlined in this RFP, delivering a seamless and integrated approach to real estate and facility management. In addition to our Project Management Services, BGIS offers an extensive array of related services through several key divisions:</p> <ul style="list-style-type: none"> <li>• Facilities Management: Offering integrated services to manage and optimize client facilities. Critical Environments Operations, Building Operations, Maintenance, Repair, Installations, Roll-outs, Self-Perform Mobile Technician Services including HVAC, Electrical, Plumbing, Fuel Systems, Calibration, Facility Help Desk Services, Contracted Building Services, Procurement &amp; Category Management, and Financial Management &amp; Reporting.</li> <li>• Professional Services: Our Engineering Led Professional Services Division provides expertise and support to our Facility Management, Project Delivery and CE teams including, but not limited to: Mechanical &amp; Electrical Engineering, Smart Building Program Design &amp; Implementation, Building Management System (BMS) Consulting, Asset Management &amp; Capital Planning, Project Management Consulting &amp; Advisory, Sustainability Programs, LEED &amp; WELL Programs, BCAs &amp; Capital Planning, Energy/Waste/Water Efficiency Assessments, Incentive Application, Energy &amp; Sustainability Mgmt. &amp; Reporting, Management &amp; Delivery, Turnkey Energy Retrofits, Commissioning &amp; Retro commissioning, Utility Management &amp; Reporting, CE Operations Consulting and CE Operational and Design Assessments.</li> <li>• Workplace Solutions: Workplace Strategy, Change Management, Workplace Experience, Workplace Technology, Workplace Management, Interior Design, Relocation Services, and Sustainable Decommissioning.</li> <li>• Construction Management Services: Our Construction Management service is a delivery method where our construction team is engaged early in the design phase, allowing valuable input regarding budget, schedule, constructability and serviceability helping to inform design decisions. This team also manages the actual procurement and construction process. Acting as General Contractor, they tender sub-trades and are responsible for those contracts, performance and delivery.</li> <li>• Critical Environmental (CE) Services: Design Review, Acceptance Testing, Full Commissioning Services, Load Bank and NETA Testing, Transition Management, Facility Operations Management, Training &amp; Development, Risk and Operational Assessments, Procedure Development, Digitized Management, Emergency Preparedness, Strategic Maintenance Services, White Space Management, Smart Hands, Energy Management, Data Centre Space Cooling Optimization, Technology Solutions (Cooling &amp; Chilled Water Plant Optimization, CMMIS, DCIM), Remote Monitoring and Response, Vendor Management, Project Management, Strategic Sourcing, Capacity Expansion.</li> <li>• Sustainable Cleaning Solutions: Facility Cleaning: Base Janitorial, Pandemic Cleaning, Critical Environments, Carpet &amp; Upholstery, Windows, Blinds &amp; Drapery, Floor Maintenance, Ceiling Fixtures &amp; Vents; Supplies &amp; Equipment: Washroom, Cleaning, Safety, Waste Management, Mats; Other: Flood &amp; Water Damage, Response, Power Washing, Sidewalk Sweeping, Sidewalk Gum Removal, Garbage/Waste Removal, Recycling/Carboard Disposal.</li> <li>• Real Estate Services: Advisory, Portfolio Strategy Support, Management &amp; Delivery, Brokerage/Transactions: Acquisition, Renewals, Dispositions, Lease Administration, and Lease Audit.</li> </ul>
<p>Describe the various types/levels of project manager you offer, including the minimum qualifications, certifications and experience required for each type.</p>	<p>At BGIS, we have a range of project management roles, each with specific qualifications, certifications, and experience requirements to ensure the successful delivery of projects at various levels of complexity. For direct project delivery, our project management personnel are categorized into three types: Assistant Project Manager (APM), Project Manager (PM), and Senior Project Manager (SPM).</p> <ul style="list-style-type: none"> <li>• Assistant Project Manager (APM): APMs typically have a few years of experience, often 1-3 years, and may come from backgrounds in engineering or architecture. They are often junior engineers, architectural technologists, or technicians who support the project management team. APMs are expected to assist with project planning, coordination, and reporting. While not mandatory, we encourage APMs to pursue certifications such as PMP to enhance their skills and qualifications.</li> <li>• Project Manager (PM): PMs usually have a minimum of 5 years of experience in project management or a related field. They are responsible for overseeing the day-to-day management of projects, including budget, schedule, and quality control. Our PMs often come from engineering or architectural backgrounds and may hold professional designations such as PMP, LEED GA, or LEED AP. We also have PMs that hold professional licenses such as P.Eng (Professional Engineer) or architectural licenses.</li> <li>• Senior Project Manager (SPM): SPMs typically bring over 8 years of experience in project management and are responsible for managing larger, more complex projects or provide oversight on a program of smaller projects. They provide strategic leadership, ensure alignment with client goals, and manage the overall project execution from start to finish. SPMs typically hold advanced certifications such as PMP, LEED AP, and often possess professional licenses like P.Eng or architectural licenses. In addition, many hold higher-level qualifications, including master's degrees or other specialized designations.</li> </ul> <p>BGIS actively supports its staff in obtaining professional certifications and fosters continuous professional development, ensuring our team possesses the expertise, leadership, and proven success in project delivery. We also value and welcome staff from diverse and complementary backgrounds, enriching our team with a broad range of skills and perspectives.</p>
<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>	<p>Recognizing that process may vary per project, the following outlines our approach and methodology throughout each project phase for a typical construction project.</p> <p><b>Project Initiation and Planning</b></p> <p>Every project starts with the selection of a Designated Project Manager (DPM) to oversee and lead the project. The Project Initiation and Planning phase then begins with a close collaboration between the DPM and the Client to define key project parameters, including scope, budget, timeline, and any special project requirements. This collaborative process is supported by reviewing and populating the BGIS Stakeholder Assignment Matrix and BGIS Requirements Document, which serve as essential tools for gathering all necessary project information. Based on these inputs, the DPM will then develop a detailed Project Management Plan (PMP), which will serve as the foundation for the entire project. The PMP will be refined and finalized through multiple discussions with the Client, certifying alignment and clarity. Once approved, the PMP will establish the baseline for the project's scope, budget, schedule, and processes, providing clear direction throughout the project lifecycle. The PMP covers the following key areas:</p> <ul style="list-style-type: none"> <li>• Scope Management – identification of the project scope and objectives, as well as processes in managing and controlling the scope.</li> <li>• Time Management – development of the baseline Master Project Schedule and key milestone dates to measure deliverables and performance against, processes outlined to monitor, control and report on the schedule. The schedule will be discussed regularly at Client touch point meetings, as well as formally reported on in monthly status reports.</li> <li>• Cost Management – contains information regarding the budget and any related cost estimates, proposed cash flow for the project, and processes for monitoring, controlling and reporting on the budget. Project costs/budget will be discussed regularly at Client touch point meetings, as well as formally reported on in monthly status reports.</li> <li>• Change Management – discusses approval process for changes, including signing authority.</li> <li>• Risk Management – high-level identification of major project risks, as well as processes related to monitoring, controlling and reporting of risks. Risks will be discussed regularly at Client touch point meetings, as well as formally reported on in monthly status reports.</li> <li>• Quality Management – this section will outline how the quality of the project will be managed through internal and external BGIS audits, project review processes proposed to address project requirements, as well as how the DPM will monitor consultant and contractor deliverables for quality including design documents and construction implementation.</li> <li>• Procurement Management – the development of the procurement plan in accordance with Client obligations and policies for the project, as well as a list of items that will be procured for the project and recommended contracts and assumptions.</li> <li>• Stakeholder Management – stakeholder list complete with roles and responsibilities, as well as contact information.</li> <li>• Commissioning – expectations and processes related to Commissioning and owner handover/training (as applicable).</li> <li>• Safety Management – expectations and processes related to health and safety throughout the project.</li> <li>• Environmental Management – expectations and processes related to environmental management (as applicable). This could include information regarding any potential environmental impacts for the project that are identified during the Requirements Document gathering process.</li> <li>• Communications Management – processes related to communications, meetings type and frequency, formal reporting requirements, stakeholder communication, project governance and general issue resolution.</li> </ul> <p>During this phase, we will initiate our detailed Risk Management Plan (RMP), which is integral to our project management strategy. The RMP, developed collaboratively with the Client and the project team, will be updated continuously throughout the project lifecycle and will include risk identification, potential impacts, cost/schedule impacts, and mitigation strategies. Regular discussions of risks will occur at project meetings and will be documented in formal reports to support proactive management and resolution. Once the PMP and RMP are approved, the DPM will initiate the procurement process to engage the necessary consultants. These consultants will develop detailed design documents and specifications, preparing them for a tender-ready package. The DPM will then lead procurement efforts, facilitating the timely securing of all necessary resources in full compliance with Client's obligations and policies. The DPM plays an active role in the contractor tendering process, supporting the selection committee to award the contract to the most qualified vendor. Throughout the project, the DPM will manage and oversee that the project's scope, quality, budget, and schedule are clearly defined and adhered to. Risks will be proactively managed and maintain compliance with all relevant federal, provincial, and municipal regulations. Additionally, the DPM will integrate both capital and operating streams into the project schedule and cash flow, providing regular updates to the Client manager, steering transparency and alignment with project goals.</p> <p><b>Project Execution, Monitoring and Controlling</b></p> <p>During the Project Execution, Monitoring and Controlling Phase, the DPM will manage day-to-day activities, to ensure the project progresses according to the approved design, scope, schedule, and budget. The DPM will coordinate with consultants, contractors, and stakeholders to support timely delivery of all project deliverables. This will include overseeing scope, quality, and change control management, monitoring that the project stays within approved parameters and collaborating with Client to tender, select, and negotiate contracts with consultants, contractors, and suppliers. The DPM will also conduct site visits, assess change requests, and prepare award documentation. Regular progress reports will be provided, typically monthly, though frequency can be adjusted as needed to keep stakeholders informed and aligned. Changes to scope will be managed according to the approved process outlined in the PMP, and costs will be tracked against the approved budget and schedule. The DPM will manage the project's financials, including processing progress claims, managing cash flow, and advising on final payments and holdback releases, using the Client's internal systems for weekly tracking and reporting of actual and forecasted spending.</p> <p>The DPM will also lead regular meetings, including start-up and bi-weekly site meetings, to bolster communication and project alignment. Throughout the project lifecycle, BGIS will maintain strict oversight to ascertain the project stays on track by monitoring the schedule, budget, and scope, making adjustments as needed to align with its objectives. The PM will actively manage risks and opportunities, assessing and mitigating issues as they arise.</p> <p>Clear and transparent communication will be maintained with all stakeholders and as defined in the PMP, promptly addressing any issues so that the project stays on schedule and within scope. The DPM will also work with stakeholders to maximize opportunities and minimize risks, guiding the project meets its goals.</p> <p><b>Project Close Out</b></p> <p>The project closeout phase encompasses the successful completion of all project deliverables to the satisfaction of the Client, marking the formal handover of the project. BGIS will collaborate closely with the Client to finalize all necessary documentation, conduct final inspections, and address any required adjustments or corrections. Key activities during the closeout phase will include the facilitation of Substantial Performance and Total Completion, applicable Occupancies, completion of commissioning, closeout of deficiencies and formal sign-off of the work, and then conducting warranty inspections towards the end of the warranty period. BGIS will also facilitate compilation and review all essential closeout information, such as statutory declarations, warranties, as-built drawings, and operation manuals, to guarantee proper and complete documentation is handed over to the Client. The project team will work with all stakeholders to document lessons learned, capturing valuable insights for future projects. Finally, BGIS will facilitate all project closeout tasks are completed, leaving the Client with a comprehensive and fully finalized project.</p> <p><b>Project Review Processes</b></p> <p>BGIS's project review processes are integral to confirming that projects align with client expectations, maintain high standards, and are completed on time and within budget. These reviews start in the Initiation and Planning Phase, where the DPM leads the development of the PMP and RMP, documenting alignment with Client objectives. Throughout the design and procurement phases, regular reviews of scope, budget, and schedule are conducted, with vendor selection supported by the DPM to validate adherence to Client policies. During execution, the DPM leads bi-weekly progress meetings, tracks consultant and contractor performance through Earned Value Management (EVM) and conducts frequent site visits to address any issues. Ongoing communication with stakeholders is maintained via client meetings, emails, design and construction discussions, and formal reports, providing transparency throughout the project. At project conclusion, BGIS supports and conducts final reviews, including warranty inspections and Vendor Performance Reviews, which are tracked in a web-based program to provide feedback for future sourcing and vendor selection. To mitigate risks and support quality, BGIS employs several proactive methodologies, including its formal quality system, risk management strategies, collaborative peer reviews, and a continuous improvement framework. These approaches not only minimize errors but also support ongoing skill development, rigorous documentation standards, and collaborative work, all contributing to delivering high-quality results.</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>Our commitment to Quality Assurance is reinforced by our robust ISO certified Quality Management System (ISO 9001:2015 Quality Management System, ISO14001). Rooted in the PMBOK framework and seamlessly integrated into our established best practices and procedures. BGIS' comprehensive approach not only enhances the overall quality of project deliverables, but also contributes to client satisfaction, regulatory compliance, and the successful realization of project objectives. Our commitment to stringent quality assurance processes underscores our dedication to excellence at every phase of the project lifecycle.</p> <p>Quality Assurance During Initiation and Planning</p> <p>Quality assurance measures during the initiation and planning phases of the project are essential to establish a solid foundation for successful project delivery. Key quality assurance measures that should be considered during these early stages include:</p> <ul style="list-style-type: none"><li>• Initiating projects with a comprehensive analysis of Client requirements, facilitating the development of a well-defined project charter outlining project objectives, stakeholders and constraints.</li><li>• Identifying various stakeholders on the project and establishing a stakeholder engagement plan.</li><li>• Establish Project Requirements and validate that the documented requirements are clear, measurable and aligned with project objectives, including clear communication of established timelines for all deliverables.</li><li>• Commence risk identification and creation of the Risk Management Plan to ensure that risks are documented, assessed and have corresponding plans to support the mitigation of risks.</li><li>• Using the project requirements and in collaboration with the Client, create a detailed Project Plan that contains clear objectives and processes.</li><li>• Create and review the Communication Plan for clarity and inclusiveness of all communication techniques, confirming that communication channels, frequency, and methods are well-documented and suitable for the Client.</li><li>• Assess the completeness of the Quality Management plan, confirming that quality standards, processes and methodologies are defined and aligned with project objectives.</li><li>• Review the budget and cost estimation process for accuracy and validate that the budget is aligned with project requirements and constraints.</li><li>• Establish specific Knowledge Transfer framework outlining information to be transferred, frequency and methods, to facilitate the transfer of knowledge throughout the project life cycle, including also at the end of the project.</li><li>• Implement standardized recruitment and training processes to support human resource recruitment process, fostering consistency, legal adherence, continuous improvement, and the effective utilization of technology to identify and select qualified candidates while ensuring a positive candidate experience.</li></ul> <p>Quality Assurance During Execution</p> <ul style="list-style-type: none"><li>• Procuring competent and qualified Consultants and Contractors using clear and stringent criteria, which includes evaluating past performance and overall adherence to quality standards.</li><li>• Ensuring the Consultants and Contractors have strictly adhered to industry standards, codes and regulations relevant to the project.</li><li>• Facilitating comprehensive reviews of drawings and specifications by BGIS, the Consultants, and the Client at various stages of the design phase to allow the project team to identify and rectify potential issues early on. This proactive assessment helps prevent downstream problems during construction.</li><li>• Collaborating between different disciplines within the design team is crucial. BGIS will work with the Consultants to ensure that all aspects of the design integrates seamlessly to help prevent conflicts or inconsistencies that could compromise quality. BGIS is also equipped with in-house technical expertise from architects to engineers, to augment and support staff as needed.</li><li>• Leveraging BGIS' extensive facility management expertise, operational experts will be involved early on to support the delivery of solutions that stand the test of time.</li><li>• Identifying potential risks associated with the design and implementing strategies to mitigate these risks are integral to quality assurance. This involves foreseeing challenges and addressing them pre-emptively. Specific examples include coordination of phasing to delivery of long lead materials.</li><li>• Communicating regularly with Clients and relevant stakeholders thus allowing the Consultants to align their work with project expectations. Obtaining feedback at key milestones ensures that the design meets the client's quality standards.</li><li>• Documenting discussions and the design process, including minutes, drawing revisions and updates is essential. Establishing strong version control processes helps maintain the integrity of the design and facilitates traceability.</li><li>• Approaching design in a continuous improvement mindset. This involves learning from past projects, addressing lessons learned, and integrating feedback into future designs, thus enhancing overall quality over time.</li><li>• Procuring competent and qualified Contractors through a two-phase process which involves reviewing past performance prior to receiving pricing.</li><li>• Conducting regular on-site inspections by both BGIS and the Consultants to verify that construction activities align with approved plans, specifications, and applicable codes. This includes checking materials, workmanship, and adherence to safety protocol. Site visits also allow a review of confirmation that the on-site work is commensurate with the schedule.</li><li>• Implementing quality control testing for critical construction elements, such as concrete strength, soil compaction, and weld integrity. This helps identify potential issues before they impact the overall quality of construction.</li><li>• Review of Contractor submittals by both BGIS and the Consultants during construction to confirm conformance to the design criteria and intent.</li><li>• Maintaining comprehensive documentation of construction and commissioning procedures amongst the project team, including method statements, checklists and work instructions. This ensures that all construction activities follow established protocol.</li><li>• Effectively managing cash flow and monitoring contractor progress claims through the application of earned value techniques.</li><li>• Implementing vigorous change management processes to handle modifications to the original design. BGIS will then ensure that changes are properly documented, reviewed and approved to maintain overall quality.</li><li>• Prioritizing commissioning activities to verify that systems and components are installed, tested and function according to design specifications. This phase ensures the overall operation quality of the constructed facility.</li><li>• Maintaining open communication with Clients and stakeholders throughout construction and commissioning to solicit feedback and address concerns promptly to enhance overall project quality and satisfaction.</li><li>• Implementing standardized procedures, regularly monitoring and communicating the performance of both BGIS and Vendor resources. This includes assessing and validating the qualifications and competencies of incoming resources, supporting a seamless resource replacement process.</li></ul> <p>Monitoring of Quality Management System</p> <p>BGIS is audited by an outside registrar on an annual basis to ensure that the Quality Management Systems remains effectively implemented and conforms to the standard. BGIS performs internal quality monitoring through random audits of the project files, which are conducted by the National Project Controls Manager/Quality Assurance Specialist. Additionally, our Quality Managers conduct internal audits in accordance with our Corporate Internal Audit Process, providing comprehensive internal audit reports. The outcomes of these audits may result in opportunities for improvement and / or non-conformance reporting, which will be tracked in Intalex, BGIS' Quality Management Database. Any performance issues, quality issues, or budget issues are captured and addressed using root-cause analysis tools, following our non-conformance process. Action plans resulting from any non-conformances are developed and addressed.</p> <p>Client Satisfaction Surveys</p> <p>BGIS measures Client satisfaction (CSAT) through an online survey, assessing the overall success of the provided services. The main Client contact is requested to rate the Project Manager's performance on key aspects such as Professionalism, Communication Timeline, Accommodating Deficiency resolution, Supplier Management, Documentation and Change Management.</p> <p>The survey is administered annually through the Client's project interface or within ten (10) days following Substantial Completion, where applicable, or at the end of a project. The survey focuses on seven categories of questions pertaining to project management resource professionalism and overall project performance. The specific questions will be determined as agreed upon with. Survey results are seamlessly integrated into BGIS' automated KPI reporting tool, subject to monthly management reviews.</p>
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## Member access to services

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

Line Item	Question	Response
1	List the necessary steps for a Canoe Member to access your services should you be awarded a contract. How will you work Canoe Members to scope their requirements, provide a project plan and quote for their deliverables?	<p>If awarded a contract, BGIS will provide Canoe Members with a seamless and efficient process to access our services. Our approach ensures clarity, responsiveness, and alignment with each Member's specific needs. Throughout the process, we will maintain open communication and collaborate closely with Canoe Members to deliver tailored solutions efficiently and effectively.</p> <p><b>Step 1: Request Submission and Initial Review</b> Canoe Members will submit service requests via a dedicated central email, ensuring streamlined intake and efficient processing. This repository will be continuously monitored by BGIS' Project Management Office (PMO) to prevent delays due to staff absences.</p> <p>Upon receipt, the PMO team will:</p> <ul style="list-style-type: none"> <li>• Acknowledge the request within agreed response parameters.</li> <li>• Perform an initial review.</li> <li>• Assign the request to the appropriate Project Leader and General Manager based on the required service area.</li> </ul> <p><b>Step 2: Scoping Requirements and Information Gathering</b> Once assigned, the BGIS team will work closely with the Canoe Member to define the project scope and ensure all relevant details are captured. BGIS will draw upon our experience in conducting kick-off meetings as part of our extensive project management services that we provide to Canoe Members, government departments and similar public and private sector Clients. BGIS will also leverage our ISO-certified quality management documentation that includes processes and work instructions providing structured guidance to our Project Management resources.</p> <ul style="list-style-type: none"> <li>• Contract and task authorization numbers</li> <li>• Scope of work and deliverables</li> <li>• Budget requirements</li> <li>• Schedule expectations, key milestones, and timelines</li> <li>• Security and compliance considerations</li> <li>• Resource requirements (number and qualifications)</li> <li>• Location and site-specific needs</li> <li>• Payment structure and applicable terms</li> </ul> <p><b>Step 3: Development of Project Plan and Quote</b> After gathering the necessary details, BGIS will prepare a comprehensive project plan, outlining the scope, objectives, timelines, and estimated costs. This plan will serve as the foundation for our formal quote, ensuring transparency and alignment with contract terms.</p> <p><b>Step 4: Kick-off Meeting and Finalizing Details</b> Before project execution, BGIS will coordinate a kick-off meeting with the Canoe Member and key stakeholders. This meeting establishes clear expectations by ensuring alignment on roles and responsibilities, deliverables, budget parameters, reporting protocols, risk management strategies, and compliance with health, safety, sustainability, and accessibility requirements. The Senior Project Manager will facilitate the meeting, whether in-person or virtual, and distribute a formal agenda beforehand. Canoe Members will have the opportunity to add discussion topics, and meeting minutes with action items will be documented and shared within 48 hours for approval.</p> <p><b>Step 5: Project Execution and Ongoing Communication</b> Once the project is underway, BGIS will maintain open communication with the Canoe Member, providing regular updates and progress reports with frequency as established in the project plan. Any scope adjustments or challenges will be addressed proactively, ensuring successful delivery of the project.</p>
2	Describe your firm's approach to managing and resolving disputes, disagreements and issues with clients? Please provide examples of how you handle challenges in a manner to ensure service excellence and maintain strong client relationships.	<p>BGIS takes a structured, proactive approach to managing and resolving disputes, focusing on early issue identification, transparent communication, and fair contract enforcement to maintain strong client relationships. We emphasize proactive risk management and detailed planning from the outset to minimize the potential for disputes. By identifying risks early, setting clear expectations, and ensuring well-defined contract terms, we work to prevent issues before they arise, ensuring smooth project execution.</p> <p>When a dispute arises, BGIS prioritizes open dialogue and collaboration. We actively engage with our clients to understand all perspectives, ensuring that the issue is addressed fairly and promptly. This approach fosters transparency and helps us find mutually beneficial solutions that meet both the client's needs and the project requirements. Our goal is to resolve conflicts in a way that upholds trust, service excellence, and project momentum. To ensure accountability and visibility, we incorporate regular touchpoints to discuss issues and disputes as a formal agenda item and include them in our formal reporting when they arise.</p> <p>BGIS's approach to dispute prevention starts with comprehensive project planning. We work with our clients to create a detailed scope of work and clear contractual terms from the beginning, minimizing ambiguities that could lead to misunderstandings later. This proactive approach ensures that all consultants and contractors are aligned on project expectations and requirements, reducing the likelihood of disagreements.</p> <p>For example, in design-related disputes, BGIS holds our architectural and engineering consultants accountable for any errors, but we also acknowledge that design perfection is a complex goal. To minimize errors, our Professional Services Team conducts technical design reviews at key stages – 33%, 66%, and 99% completion. These proactive reviews help identify potential issues early, ensuring that the design is on track and aligned with client expectations.</p> <p>In addition to this, BGIS maintains a proactive focus on planning for potential site conditions that might lead to disputes. For instance, working in existing buildings presents uncertainties such as hidden site conditions or inaccurate as-built drawings. BGIS's extensive experience in these situations means we schedule investigative work early, uncovering issues that might cause claims or disputes later on. We also ensure that hazardous material abatement is completed before construction starts to avoid delays and schedule disruptions.</p> <p><b>Example of Proactive Risk Management and Dispute Resolution:</b> In the Lester B. Pearson Tower D Rehabilitation Project, BGIS implemented several proactive strategies to manage risk and minimize disputes. We introduced a structured change management process to handle any project changes promptly, ensuring clarity around responsibilities and timelines. Additionally, we worked with the Construction Manager (CM) to build a loss of productivity (LOP) control mechanism into the M&amp;E subcontract, which reduced the risk of future claims related to delays and change orders.</p> <p>By combining proactive planning, transparent communication, and effective risk management strategies, BGIS ensures that disputes are addressed swiftly and equitably, allowing for continued service excellence and strong client relationships throughout the project lifecycle.</p>
3	Describe your client management approach.	<p>Our client management approach focuses on building strong, long-term relationships with clients, ensuring their needs are met, and delivering value consistently throughout the course of the project. Our approach is based on the following eight (8) strategies. By implementing these strategies, the goal is to create a partnership with clients built on trust, mutual respect, and shared success.</p> <ol style="list-style-type: none"> <li>1. <b>Clear Communication and Expectation Management:</b> <ul style="list-style-type: none"> <li>• <b>Initial Consultation:</b> Each project starts with a thorough understanding of our client's goals, expectations, and challenges. This includes detailed discussions on project scope, timelines, budget, and desired outcomes.</li> <li>• <b>Ongoing Communication:</b> The BGIS team provides regular updates through meetings, reports, or emails to keep our client informed about progress. We believe that transparent communication helps manage expectations and prevents misunderstandings.</li> <li>• <b>Feedback Loops:</b> BGIS actively solicits client feedback throughout the project to ensure alignment with their vision and allow for adjustments to be made as needed.</li> </ul> </li> <li>2. <b>Building Trust and Credibility:</b> <ul style="list-style-type: none"> <li>• <b>Reliability:</b> Being dependable builds client confidence in your ability to manage their project successfully. BGIS consistently delivers on our promises and meets established deadlines.</li> <li>• <b>Transparency:</b> If issues arise it is important to address them openly with our client. Providing solutions, not just problems, demonstrates our commitment to the project's success.</li> <li>• <b>Proactive Problem-Solving:</b> Our experienced team members are able to anticipate potential challenges and present solutions before issues escalate.</li> </ul> </li> <li>3. <b>Personalized Service:</b> <ul style="list-style-type: none"> <li>• <b>Understanding Client Needs:</b> We customize our project approach to align with the unique needs and preferences of each client. These requirements are then incorporated into our project plans, ensuring that all parties are fully aligned and in agreement.</li> <li>• <b>Flexibility:</b> The flexible approach enables our teams to be adaptable in responding to changing needs or shifting priorities.</li> </ul> </li> <li>4. <b>Value-Added Services:</b> <ul style="list-style-type: none"> <li>• <b>Exceeding Expectations:</b> BGIS often goes beyond what is outlined in the contract by offering additional insights or services that benefit our clients. For example, suggesting cost-saving strategies, identifying areas to address schedule delays, or providing technical expertise that enhances the project.</li> </ul> </li> <li>5. <b>Relationship-Building:</b> <ul style="list-style-type: none"> <li>• <b>Client Engagement and Regular Check-ins:</b> BGIS has established check-ins to ensure satisfaction and maintain the relationship. Regular touchpoints and open communication are key to project success.</li> </ul> </li> <li>6. <b>Managing Expectations through Project Planning:</b> <ul style="list-style-type: none"> <li>• <b>Clear Roadmap:</b> During project initiation, a detailed project plan is developed, including key milestones, timelines, and deliverables. A well-structured plan helps set clear expectations from the outset.</li> <li>• <b>Risk Management:</b> Risk is managed on a continual basis. Our teams identify potential risks early and develop mitigation strategies to minimize disruption.</li> </ul> </li> <li>7. <b>Conflict Resolution and Handling Difficult Situations:</b> <ul style="list-style-type: none"> <li>• <b>Approach Disputes with Empathy:</b> If conflicts arise, our team addresses them with a solution-oriented mindset. We listen carefully to the client's concerns, empathize with their position, and work collaboratively to find a resolution.</li> <li>• <b>Negotiation:</b> In cases where disagreements occur, the project managers negotiate in a manner that balances the interest of all parties involved, aiming for a fair compromise.</li> <li>• <b>Follow Through:</b> After resolving a conflict, our team follows up with our clients to ensure they are satisfied with the outcome and reassure them of our commitment to their goals.</li> </ul> </li> <li>8. <b>Continuous Improvement:</b> <ul style="list-style-type: none"> <li>• <b>Post-Project Evaluation:</b> After completing a project, we gather client feedback through surveys and informal interviews. We use this information to refine our client management approach and improve future projects.</li> <li>• <b>Learning from Experience:</b> Learning from the past, positively impacts the future. We keep track of lessons learned from each project and apply this knowledge to continually improve the client experience.</li> </ul> </li> </ol>

## 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.	Our engagement and marketing strategy is simple yet effective: we will engage stakeholders through clear, targeted messaging that speaks directly to their specific needs and interests. For the public sector, this means emphasizing the efficiency and cost-effectiveness of the Canoe contract for procurement. Each stakeholder group will receive a tailored message to ensure their key concerns are being addressed. Whether through direct email campaigns, webinars, or in-person presentations, our messaging will consistently reinforce how the Canoe contract simplifies and streamlines procurement, providing real value.
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?	Canoe plays a vital role in connecting us with the vendor network, and we fully expect them to actively communicate the value of group purchasing. It is about highlighting the simplicity and advantages of being part of a larger purchasing group – lower costs, improved access to services, and the efficiency of a streamlined process. Canoe's role will be to show vendors how joining the contract brings direct benefits to their operations and helps build a more cohesive network of partners. We will provide all the support needed to make that message clear and persuasive to all parties involved.
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.	Training is a key part of ensuring success. We will focus on delivering straightforward, actionable training to our sales force, confirming they understand the tangible benefits of the Canoe contract for both public sector and non-profit clients. This will involve a mix of live training sessions, online resources, and ongoing support. The training will be broken into digestible pieces to keep it manageable, with regular check-ins to reinforce key points. We will focus on creating quick, easily actionable takeaways that they can apply in conversations with potential clients. Engagement will be ongoing, with quarterly reviews and opportunities for further learning, ensuring that the sales force is always up to date.
4	How will you position the Canoe contract in your sales, marketing and engagement efforts?	The Canoe contract will be positioned as a top-tier offering in all our sales, marketing, and engagement materials. We will integrate it into our marketing campaigns, ensuring it is at the forefront of everything we do, from digital marketing to in-person events. Whether it is through website content, email blasts, or social media promotions, we will clearly showcase how the Canoe contract delivers value by simplifying procurement and providing access to substantial savings. It will be presented as an easy and efficient option for public sector and non-profit clients, making it the go-to choice in the marketplace.
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.	The start-up phase will involve a clear, step-by-step implementation plan. This includes aligning internal teams, coordinating with Canoe to ensure smooth onboarding, and setting clear milestones for success. From the moment the contract is live, we will establish a monitoring system to track usage and identify any obstacles to adoption. Post-launch, we will schedule regular reviews to assess how the contract is being utilized, collect feedback from stakeholders, and refine our approach as needed. We will measure success not only in adoption but also in the ongoing value clients are deriving from the contract, ensuring it evolves as the needs of stakeholders change.
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?	BGIS will closely monitor key performance indicators such as the rate of adoption, frequency of contract use, and vendor participation levels. We will also track feedback from clients to make confirm that the contract is meeting their needs and providing value. Utilization rates are critical – if adoption is low, we will quickly identify the causes and address them. We will also monitor vendor engagement to ensure they are promoting the contract within their networks, ensuring full buy-in. These metrics will allow us to make data-driven decisions and continually improve the success of the contract.
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.)	We fully recognize the importance of staying engaged within the industry, and are open to attending and/or sponsoring key member engagement events as appropriate. Whether it is reverse trade shows, conventions, or procurement excellence events, we look to engage with members, answer questions, and build stronger relationships with vendors and clients alike. Sponsorship opportunities will allow us to further cement our position as a leader in the space, while also showing our commitment to supporting the Canoe network in person.
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.	Over the years, we have cultivated a robust network of partnerships across key sectors such as public procurement, non-profits, and vendor networks. We are open to exploring opportunities to promote the Canoe contract if the circumstances align. However, for this to be successful, it is essential that there is a mutual and beneficial relationship in the work we receive from Canoe. If it aligns with our goals and there is a demand, we can leverage these established relationships to increase awareness and drive adoption in Canada. Our credibility within these sectors would certainly support such efforts, should we decide to pursue it.

## Sales and service network

Question	Response *
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.  a. Sales force. b. Service personnel/teams.  Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales function.	<p>With a well-established national sales force, a robust service network, and an integrated approach to client engagement, BGIS is fully equipped to meet the needs of Canoe members across Canada. Our commitment to excellence, sustainability, and customer service ensures reliable and efficient solutions tailored to each client's unique requirements.</p> <p>1. Sales Force BGIS maintains a dedicated sales force across Canada, strategically positioned to support Canoe members in all regions. Our sales team is composed of regional Senior Project Directors, business development representatives, and industry specialists who engage directly with clients to understand their specific needs and deliver tailored solutions.</p> <ul style="list-style-type: none"> <li>National Coverage: Our sales professionals are based in all provinces where BGIS operates, including Ontario, Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland, Nova Scotia, Quebec, and Saskatchewan. We also serve the territories on a case-by-case basis.</li> <li>Sector-Specific Expertise: Our team includes specialists in project and facility management, design and engineering, energy and sustainability, critical environments, and real estate services to ensure expert guidance for each client.</li> <li>Customer-Centric Approach: BGIS employs a relationship-driven sales strategy, with account managers providing ongoing support before, during, and after service implementation.</li> </ul> <p>2. Technology-Enabled Sales Operations: Our sales team leverages industry-leading Client Relationship Management (CRM) systems to track client interactions, ensure seamless communication, and provide data-driven insights for continuous service improvement.</p> <p>3. Service Personnel/Teams BGIS employs a workforce of over 850 Real Property Management professionals in Canada, delivering a full spectrum of project management, facility management and real estate services. Our service teams are deployed across the country to provide rapid response and proactive support to Canoe members.</p> <ul style="list-style-type: none"> <li>National Service Network: BGIS operates out of 19 offices across Canada with personnel situated coast to coast, ensuring comprehensive coverage in urban, suburban, and remote areas.</li> <li>Regional Deployment: Our service personnel include project managers, facility technicians, maintenance teams, and sustainability experts, stationed across major metropolitan areas and regional hubs.</li> <li>Mobile Service Teams: To enhance responsiveness, BGIS employs mobile service units that provide on-site maintenance, emergency repairs, and technical support in real time.</li> <li>24/7 Support: We offer around-the-clock service availability, ensuring uninterrupted operations for critical environments and essential infrastructure.</li> <li>Certified &amp; Skilled Workforce: Our service personnel undergo continuous training in best practices for energy efficiency, sustainable facility operations, and cutting-edge building technologies.</li> </ul> <p>4. Overlap Between Sales and Service Functions At BGIS, we foster seamless integration between our sales and service teams to ensure a holistic client experience:</p> <ul style="list-style-type: none"> <li>Collaborative Account Management: Sales representatives work closely with service personnel to align solutions with client objectives.</li> <li>Post-Sales Support: Our service teams provide ongoing operational support, with account managers remaining engaged to address evolving needs.</li> <li>Data-Driven Insights: We use analytics from our service operations to inform sales strategies, ensuring continuous optimization of our offerings.</li> </ul> <p>Locations of Sales and Service Providers BGIS operates from key office locations across Canada. These strategically positioned offices, along with our mobile service units and extensive field team, enable us to effectively support Canoe members nationwide and serve areas neighboring these regions.</p> <ul style="list-style-type: none"> <li>Head Office: 4175 14th Avenue, Markham, Ontario L3R 0J2</li> <li>Additional Regional Offices: <ul style="list-style-type: none"> <li>Alberta: Calgary, Edmonton</li> <li>British Columbia: Vancouver</li> <li>Manitoba: Winnipeg</li> <li>New Brunswick: Fredericton</li> <li>Newfoundland and Labrador: St. John's</li> <li>Nova Scotia: Halifax</li> <li>Ontario: Toronto, Ottawa, Mississauga, Hamilton, London</li> <li>Quebec: Montreal, Quebec City</li> <li>Saskatchewan: Regina, Saskatoon</li> </ul> </li> </ul>
Describe your delivery model including timelines, regional restrictions, and exclusion from your offering.	<p>Our adaptable approach ensures efficient, reliable solutions tailored to client needs. BGIS offers two flexible delivery models:</p> <ul style="list-style-type: none"> <li>Agent Model: We represent clients without contractual ties to service providers, offering expert advisory services.</li> <li>Principal Model: We hold contracts with service providers, ensuring seamless execution and accountability.</li> </ul> <p>Our delivery model is structured around a dedicated team of professionals who report directly to the Project Director, ensuring clear communication and effective decision-making throughout the project lifecycle. The Project Director manages a portfolio of projects, whether sector-specific or client-driven, providing strategic direction and oversight. Supporting the Project Director is a strong team structure, including Senior Project Managers (SPM), Project Managers (PM), and Assistant Project Managers (APM), all working together to ensure the successful delivery of each project. The Senior Project Manager leads the overall management of the project, ensuring that timelines, budget, and scope are closely monitored. Project Managers handle day-to-day operations and tasks, focusing on specific aspects of the project, while Assistant Project Managers provide essential support to ensure all deliverables are met. This structured support system allows us to scale resources and expertise as needed, ensuring that each phase of the project is executed efficiently and to the highest standards.</p> <p>Regarding regional restrictions, our team is adaptable to various geographic locations, with flexibility to comply with local regulations and requirements. However, certain exclusions may apply based on the specific nature of a project, geographic constraints, or the need for specialized skills beyond our core service offerings. These exclusions will be discussed and clarified with clients upfront, ensuring alignment and transparency from the outset.</p> <p>For project-specific delivery, BGIS has the experience and capability to manage projects utilizing the following project delivery methodologies:</p> <ul style="list-style-type: none"> <li>Construction Management (CM)</li> <li>Design-Build (DB)</li> <li>Design-Bid-Build (DBB)</li> <li>Public-Private Partnership (P3)</li> <li>Maintenance &amp; Operation (M&amp;O) P3 Initiatives</li> </ul> <p>Timelines &amp; Regional Coverage</p> <ul style="list-style-type: none"> <li>Timelines: Vary by project type; DB and CM offer faster delivery, while DBB and P3 require longer engagements.</li> <li>Coverage: BGIS operates across Canada, with mobile teams extending service to remote areas.</li> </ul> <p>Exclusions</p> <ul style="list-style-type: none"> <li>Some specialized services may be subcontracted to specialists as required.</li> </ul>
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>BGIS's approach to government sales is built on a structured, compliance-driven strategy that aligns with public sector procurement processes. We prioritize transparency, relationship-building, and value-driven solutions to meet the unique needs of government clients.</p> <p>1. Sales &amp; Training Structure: Our government sales team is composed of dedicated business development professionals, account managers, proposal managers and subject matter experts who specialize in public sector contracts. Our structure ensures that we effectively identify and pursue government opportunities while maintaining compliance with procurement regulations. The Business Development Team meets on a weekly basis to review opportunities within new accounts as well as existing accounts.</p> <ul style="list-style-type: none"> <li>Sales Team Composition: <ul style="list-style-type: none"> <li>Business Development Managers – Identify and qualify new government opportunities through standing offers, supply arrangements, and RFPs.</li> <li>Regional Project Directors – Maintain relationships with existing clients, ensuring contract performance and client satisfaction.</li> <li>Proposal Managers – Develop competitive, compliant proposals that align with government procurement requirements.</li> <li>Technical Experts – Support the sales process with specialized knowledge in project management, facility management, and related disciplines.</li> </ul> </li> <li>Training &amp; Development: All BGIS employees and consultants undergo continuous professional development through comprehensive training programs designed to ensure adherence to industry best practices, procurement policies, contract management principles, and regulatory compliance requirements. In addition to these foundational areas, we provide specialized training on key subject matter topics, including physical security protocols, heritage conservation guidelines, accessibility standards, and Indigenous engagement strategies. To further enhance our expertise and credibility, we actively invest in industry-recognized certifications such as Project Management Professional (PMP) and ISO standards. By fostering a culture of continuous learning and professional growth, we equip our teams with the knowledge and qualifications necessary to deliver high-quality services while aligning with evolving industry regulations and client needs.</li> </ul> <p>2. Public Sector Sales &amp; Marketing Strategy: We tailor our sales and marketing approach to align with government procurement practices, ensuring that we effectively engage with public sector clients.</p> <ul style="list-style-type: none"> <li>Proactive Opportunity Identification – We continuously monitor federal and provincial procurement portals (e.g., CanadaBuys, MERX, Bids &amp; Tenders, and Bidding) to identify new tenders, standing offers, and prequalification opportunities.</li> <li>Targeted Relationship Management – We engage with key decision-makers through industry events, government briefings, and strategic networking to position our solutions in advance of procurement cycles.</li> <li>Expertise, Independence &amp; Canadian Commitment– We emphasize our experience in government projects, independent project management expertise, and commitment to Canadian ownership, reinforcing our alignment with public sector priorities.</li> <li>Strategic Proposal Development – Our proposal team ensures that all bids are compliant, competitive, and tailored to meet the specific needs of each government department.</li> </ul> <p>By combining a structured sales approach, ongoing training, and a public-sector-focused marketing strategy, we successfully manage government sales while maintaining compliance and delivering value-driven solutions. Our ability to navigate the complexities of public sector procurement has made us a trusted partner for government clients across Canada.</p>

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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>BGIS: Empowering Canoe Members to Achieve Social Benefit Goals</p> <p>BGIS is committed to diversity, equity, inclusion, and sustainable procurement, aligning with Canoe members' social benefit policies. Through workforce diversity, supplier engagement, community partnerships, and training, we help members achieve their commitments to equity, inclusion, Indigenous engagement, accessibility, and economic development.</p> <p>Workforce Diversity &amp; Employment Equity</p> <p>BGIS fosters an inclusive workplace through policies ensuring equitable representation of women, visible minorities, persons with disabilities, and Indigenous peoples. We partner with Equitek, Pride at Work, and Ready, Willing &amp; Able to recruit diverse talent and provide equal career advancement opportunities.</p> <p>Benefits to Canoe Members:</p> <ul style="list-style-type: none"><li>• Equity &amp; Compliance: Supports diversity targets and inclusion mandates.</li><li>• Access to Skilled Talent: Recruitment partnerships offer a diverse, high-quality workforce.</li><li>• Stronger Community Ties: Hiring underrepresented groups enhances trust and engagement.</li></ul> <p>Supplier Diversity &amp; Economic Development</p> <p>Our award-winning Supplier Diversity &amp; Inclusion (SDI) Program supports historically underutilized businesses. We collaborate with CAMSC, CCAB, WBE Canada, CGLCC, and IWSCC to promote diverse supplier engagement. Since 2016, we've spent \$502.9M with diverse suppliers, tracking spend monthly and continuously expanding our network of 7,000+ vendors.</p> <p>Benefits to Canoe Members:</p> <ul style="list-style-type: none"><li>• Stronger Local Economies: Supporting diverse suppliers fosters regional growth.</li><li>• Improved ESG Performance: Supplier diversity enhances social and governance scores.</li><li>• Innovation &amp; Value: Diverse suppliers drive cost-effective, high-quality solutions.</li></ul> <p>Community Engagement &amp; Partnerships</p> <p>BGIS partners with organizations such as CCDI, MOD, RWA, Prosperity Project, and Women in HVAC-R to advance DEI and accessibility efforts. Our collaborations extend resources, training, and networking opportunities to underrepresented communities.</p> <p>Benefits to Canoe Members:</p> <ul style="list-style-type: none"><li>• Community Leadership: Enhances reputation as DEI and accessibility advocates.</li><li>• Improved Accessibility: Partnerships with MOD and IWSCC foster inclusive environments.</li><li>• Engagement &amp; Impact: Strengthens relationships with diverse communities.</li></ul> <p>Training &amp; Internal DEI Programs</p> <p>BGIS provides regular DEI training and has dedicated programs like Women of BGIS, the Pride Committee, and the Abilities Committee. We engage with the Afro-Canadian Contractors Association and host workshops on diverse cultural perspectives.</p> <p>Benefits to Canoe Members:</p> <ul style="list-style-type: none"><li>• Stronger DEI Alignment: Leverages BGIS's established frameworks for inclusion.</li><li>• Workplace Culture Enhancement: DEI training fosters inclusive, productive teams.</li><li>• Higher Employee Retention: Inclusive workplaces boost engagement and satisfaction.</li></ul> <p>Recognition &amp; Industry Leadership</p> <p>BGIS has been recognized with multiple awards, including the 2023 Sourcing Interests Group Innovation in Supplier Diversity Award and the 2022 REMMY CSR Accessibility, Diversity, and Inclusion Award.</p> <p>Benefits to Canoe Members:</p> <ul style="list-style-type: none"><li>• Enhanced Reputation &amp; Social Impact: Partnering with an award-winning leader strengthens credibility.</li><li>• Seamless Compliance: Proven programs help meet and exceed DEI and ESG commitments.</li></ul> <p>By partnering with BGIS, Canoe members gain a trusted ally in achieving social benefit objectives through measurable, impactful programs. Our commitment to workforce diversity, supplier engagement, community support, and ongoing DEI education translates into real benefits – helping Canoe members meet policy goals while driving meaningful change in their communities.</p>

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.

Please review the draft agreement, indicate your acceptance and proposed changes if any as applicable. Please note Section 7 is non-negotiable

## 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.ns/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

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

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

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.

- Michael Greidanus, President, Canada & COO, North America, BGIS Global Integrated Solutions Canada LP

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 “B1”**

**PRICING**

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

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

## 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
AMM5002	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