

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: BTY Consultancy Group Inc

Supplier Corporate Jurisdiction: 30 E 6th Ave, #300, Vancouver, BC
(the "**Supplier**"), as of

Date of Agreement: April 21, 2025 regarding

RFP No. CAN-2025-002

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

BACKGROUND

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Term

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

1.3 Rules of Interpretation

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

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

1.4 Schedules

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

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

1.5 Order of Priority

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

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

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

ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

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

2.2 Responsibilities of the Supplier

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.
- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedules A, B and C.
- (c) The Supplier will execute the engagement plan set out in Schedules A and B and will refine that plan over the course of the Term, and as reasonably requested by Canoe.
- (d) The Supplier acknowledges that Articles 1-11, Schedules A, B, C will be posted on www.canoeprocurement.ca.
- (e) The Supplier will provide prompt cooperation to Canoe and its representatives to ensure that the Program is effective and responsive to Members.
- (f) The Supplier will manage the transition of Members into the Program, and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (g) During the Term, the Supplier will continually provide Members with the Program Pricing for all Goods/Services.
- (h) The Supplier will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (i) The Supplier will inform Canoe of important developments within the industry that affect the Program or the Goods/Services.
- (j) The Supplier will maintain the insurance required under Section 11.3 at all times during the Term.
- (k) The Supplier will provide the insurance documents, sales report and pay the administrative fee as required by Canoe on time.

2.3 Responsibilities of Canoe

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

2.4 Program Leads

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

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

2.5 No Guaranteed Volumes

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

2.6 Exclusivity

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

2.7 Conflict of Interest

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

ARTICLE 3 FINANCIAL MATTERS

3.1 Maximum Pricing

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

3.2 Administrative Fees

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

3.3 Supplier Expenses

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

3.4 Billings and Payment

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

3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15th) of each month 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 in xls format.
- (c) All reports must include:
 - (i) Member name, number and address, province
 - (ii) Canoe contract number

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

ARTICLE 4

TRADE-MARKS

4.1 Trade-mark License and Branding

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

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

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Representations by Each Party

Each Party represents and warrants to the other that:

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

5.2 Representations by the Supplier

The Supplier represents and warrants that:

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

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

ARTICLE 6

CONFIDENTIAL INFORMATION

6.1 Use and Non-Disclosure of Confidential Information

The Receiving Party agrees not to:

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

6.2 Protection

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

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

6.3 Mandatory Disclosure

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

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

6.4 Notice of Unauthorized Use or Disclosure

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

6.5 No Proprietary Right

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

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

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

6.7 Freedom of Information Laws

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

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

ARTICLE 7 INDEMNITY AND LIABILITY

7.1 Liability for Representatives

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

7.2 Indemnity

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

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

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

7.3 Maximum Liability

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

7.4 Equitable Relief

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

ARTICLE 8 CHANGES AND TERMINATION

8.1 Product and Pricing Change Requests

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

8.2 Reduction in Scope

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

8.3 Termination by Either Party

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

8.4 Termination by Canoe

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

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

8.5 Termination by the Supplier

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

8.6 Orderly Termination

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

8.7 No Limitation of Remedies

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

8.8 Survival

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

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

ARTICLE 9 FORCE MAJEURE

9.1 General

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

9.2 Notice and Performance

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

9.3 Right to Terminate

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

ARTICLE 10 DISPUTE RESOLUTION

10.1 General

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

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

(b) This Article 10 shall not:

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

10.2 Election

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

10.3 Arbitration Site and Arbitrator

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

10.4 Procedure

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

ARTICLE 11 GENERAL

11.1 Notices

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

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

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

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

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

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

11.2 Contact Information for Notices

Any Notice to Canoe shall be addressed to:

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

Attention: Tyler Hannemann, General Manager of Canoe
Tel: 780.955.8403
Email: Tyler@canoeprocurement.ca

Any Notice to the Supplier shall be addressed to:

BTY Consultancy Group Inc

Attention: Erin Hopkin, Proposal Director
Tel: 902-706-7518
Email: erinhopkin@bty.com

11.3 Insurance Obligations

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

- (a) the Indemnitees as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement

or the performance with the Supplier (or its representatives, agents, dealers and distributors) under a Purchase Agreement;

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

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

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

11.4 Public Announcements

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

11.5 Governing Law and Forum

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

11.6 Entire Agreement

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

11.7 Amendment and Waiver

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

11.8 Severability

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

11.9 Assignment

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

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances


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

11.12 Counterparts


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

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

CANOE PROCUREMENT GROUP OF CANADA

By: 
 Tyler Hannemann (Apr 30, 2025 08:42 MDT)
 Name: Tyler Hannemann
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: BTY Consultancy Group Inc

By: 
 Louis Guilbeault (May 23, 2025 09:58 EDT)
 Name: Louis Guilbeault
 Title: Director, Project Management Services

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.

Non-Price Rated Criteria Category	Points	Minimum points
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
Pricing -Discounts offered -Pricing structure -Administrative fee	30	
Total Points	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

Vendor Details

Company Name: BTY Group
127 John Street
Address: Toronto, Ontario M5V 2E2
Contact: Saira Muzaffar
Email: sairamuzaffar@bty.com
Phone: 416-596-9339
HST#:

Submission Details

Created On: Tuesday January 28, 2025 07:50:06
Submitted On: Thursday February 27, 2025 11:35:17
Submitted By: Justin Sudbury
Email: justinsudbury@bty.com
Transaction #: 6f5b32f5-f725-4285-b02b-5465aeb6d727
Submitter's IP Address: 142.67.187.22

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):	BTY Consultancy Group Inc
2	Proponent Address:	30 E 6th Ave, #300, Vancouver, BC
3	Proponent website address:	www.bty.com
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Louis Guilbeault – Director, Project Management Services louisguilbeault@bty.com 613-769-0615
5	Proponent's primary contact for this proposal (name title address email address & phone):	Louis Guilbeault – Director, Project Management Services louisguilbeault@bty.com 613-769-0615
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Erin Hopkin, Proposals Director erinhopkin@bty.com 902-706-7518
7	Proponent GST registration number:	120158498RT0001
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>BTY is a construction consultancy that provides clients with the technical due diligence required to design, bid, build, finance, operate, and maintain complex construction projects. We have supported the world's leading real estate owners, developers, and financial institutions by safeguarding their real estate and infrastructure investments, delivering their projects efficiently, and managing risks proactively.</p> <p>Established in 1978, BTY has been instrumental in delivering numerous government, education, healthcare, residential, commercial, not-for-profit, industrial, transportation, leisure, utility, and energy projects globally. Our comprehensive suite of services including project management, cost management, project monitoring, and infrastructure advisory has facilitated the successful completion of these endeavors.</p> <p>With over 200 professionals on board, our team boasts a diverse range of qualifications and skill sets. Headquartered in Vancouver, BC, BTY operates from more than 18 offices worldwide, spanning Canada, the United States, Europe, and Turkey. Our Canadian presence extends to Victoria, Calgary, Edmonton, Saskatoon, Montreal, Toronto, London Ontario, Ottawa, and Halifax.</p> <p>Innovation and Excellence BTY consists of ambitious and entrepreneurial professionals that strive for excellence and hold each other to account. We believe in succeeding as a team, supporting and inspiring one another to deliver best-in-class services to our clients. Our firm's guiding principles include:</p> <ul style="list-style-type: none"> • We are ambitious, entrepreneurial professionals who achieve success together. • We strive for excellence and hold each other to account. • We pursue innovative, alternative and unique solutions to complex problems. • We trust and respect each other and enjoy the easy camaraderie of working as a team. • We speak up and listen to each other because everyone's ideas matter. • We act on opportunities to establish and expand our relationships. <p>These principles exemplify BTY's commitment to our staff and our clients. We place an emphasis on providing consulting services that add value to every stage of a project by building long-lasting relationships with our clients, investing in the growth of our staff, and driving innovation in the construction industry. Our culture revolves around pushing the definition of success in how we support our clients, our communities, and our team members. We ensure our clients have direct access to people working on their projects to drive accountability and trust, and our core approach to our growing family of staff has always been to harness their strengths and talents and to provide them with the tools to constantly improve and achieve.</p> <p>Empowered People Aligning the values of our organization with our staff members begins with a culture of continuous improvement in both hard skillsets (technical capabilities) and soft skills (interpersonal engagement). We achieve this through our "360 Review" program which is a 1-on-1 process focused on collaborative goal planning between staff and their direct supervisor. This establishes concrete objectives for staff so that a roadmap of training and other tools needed to achieve these milestones can be provided by BTY. In addition, we believe in placing an emphasis on hiring with "fit" in mind, as technical skills can be improved through professional development. Strong soft skills are complementary to technical expertise and essential to BTY's work environment so that we can effectively engage clients and incorporate ourselves into diverse project teams. A collaborative work environment is essential in creating a culture for shared success. Our offices feature shared workspaces and flexible working arrangements (such as remote work environments) to enable us to meet the diverse needs of our project teams. We provide staff with opportunities to balance their work with team events and social activities, such as hiking, organized sports, sponsored ski nights, community volunteering programs, and professional development seminars.</p> <p>Our collaborative approach, not only with our clients but also our professionals, has led BTY to be consistently recognized as a top employer by Great Place to Work® Canada.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	none

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

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 professionals assist public and private sector clients in the management and delivery of more than \$100 billion worth of project investments in real estate, infrastructure, energy and utility systems. We accomplish this with a tailored suite of services.</p> <p>Our professionals have developed unparalleled understanding of the construction industry across Canada, including local building codes, permitting processes, sustainability standards, labour and material sources, and supply networks. We are embedded in the local markets across the country and have a strong network of architects, engineers, construction managers, and other industry professionals with whom we have successfully delivered projects.</p> <p>We bring hands-on experience and a proven reputation in supporting public sector clients in delivering critical infrastructure projects while meeting strict budget and schedule constraints. Our Project Management team also provides procurement advisory services ensuring government clients have the due diligence necessary to identify and implement procurement models best suited to the risk profile of their projects. Our Project Managers are skilled at overseeing, leading or assisting with public sector procurement processes using all deliver methodologies. We ensure each procurement follows all relevant procurement guidelines and is completed in an open, fair, and transparent manner.</p> <p>BTY has extensive experience working with public-sector clients, including local, provincial, and federal government agencies at all levels. In addition to dozens of individual projects, we hold standing offers with the following government clients:</p> <ul style="list-style-type: none">• Government of Canada• Government of Saskatchewan• City of Duncan• Fraser Health Authority• Provincial Services Health Authority• Vancouver Coastal Health• British Columbia EHS• Baycrest Health Sciences• Dufferin-Peel Catholic School Board• Government of Nunavut• University of Toronto
2	What is your Canadian public sector market share for the solutions that you are proposing?	70% of BTY's project management services are provided to Canadian public sector clients.
3	What do you consider to be the top three market differentiators of your services relative to this solicitation?	<p>1. Integrated Service Offering</p> <p>As a full-service Project Management firm with integrated Cost Management, Project Monitoring, Lender Services, and Infrastructure Advisory services, our comprehensive suite of services has facilitated the successful completion of hundreds of diverse projects. This breadth of service offerings allows us to offer an integrated approach to project management. This diversity enables us to tailor our services to meet the specific needs of each client.</p> <p>For example, as a recognized leader in Quantity Surveying and Cost Management, our team brings a proprietary cost database that is home to decades of cost data and information. This allows us to review and ensure the accuracy of project cost estimates, but also allows us to prepare cost estimates as needed.</p> <p>With over 200 professionals on board, our team boasts a diverse range of qualifications and skill sets, including Project Management Professionals ("PMP"), scheduling specialists, Professional Engineers ("P.Eng."), project controls specialists, Canadian Green Building Council Green Associates and Accredited Professionals ("LEED™ GA / AP"), Members of the Canadian Institute of Quantity Surveyors ("PQS"), and Members of the Royal Institution of Chartered Surveyors ("MRICS"). This blend of expertise allows us to manage and "right-size" our project teams to provide tailor-made services to our clients from the initial planning phase through to project commissioning and completion.</p> <p>2. National Presence</p> <p>BTY has offices and resources delivering projects across Canada, from coast to coast. Our offices include Vancouver, Victoria, Calgary, Saskatoon, Toronto, Ottawa, Montréal, and Halifax and has a presence in the United States and Europe.</p> <p>We offer a strong and diverse team of professionals located across Canada with complementary individual experience. Our Project Managers have worked with government clients across Canada and have extensive government and institutional infrastructure project management experience. They combine this local knowledge with best practices from BTY's new-build and renovated construction projects across Canada, making our team a great fit to support future projects in any province or territory.</p> <p>3. Breadth of Experience and Adaptability</p> <p>BTY has been instrumental in delivering education, healthcare, residential, commercial, not-for-profit, industrial, transportation, leisure, utility, and energy projects locally and globally.</p> <p>Our Project Management services are tailored to individual needs and requirements of clients based on previous experience. This, coupled with the training and best practices of the Project Management Institute ("PMI"), has shaped the approach, methodology, and tools our professionals use to manage day-to-day project responsibilities.</p> <p>Our Project Management services are adaptable to fit the full range of project sizes and procurement methods, including traditional Design-Bid-Build, Construction Management, Design-Build and Public-Private Partnerships. BTY's project teams add value by effectively managing cost, risk, time, and quality during all stages of a project.</p> <p>Or PM offering includes managing projects from inception and planning stages through to construction, commissioning, and completion. Our professionals add value through a comprehensive suite of services such as budget and schedule management, risk identification and mitigation, routine site inspections, change management, claims analysis, and regulatory compliance management. This breadth of expertise enables our team to add value at each stage of projects lifecycle with tailored services that will meet the unique needs of each client.</p>
4	List the various certifications your company currently holds.	<p>Partnership Accreditation in Indigenous Relations (PAIR), Canadian Council for Indigenous Business – BTY achieved PAIR Committed status in 2024 and are on track to obtain PAIR Bronze status as part of our short-term organizational objectives.</p> <p>Great Place to Work – BTY Group is proud to be Certified™ by Great Place To Work® for 6 years in a row, including the current 2024/2025 year.</p> <p>Living Wage Certified in Ontario, Alberta and British Columbia.</p>

Program offering

Describe your program offering.

Question	Reponse *
Describe the Core Project Management Services (non-IT) you offer.	<p>BTY is a leading construction consultancy providing clients with the technical due diligence, process intelligence, and multidisciplinary team members to design, bid, build, finance, operate, and maintain complex construction projects. Advising on over \$100 billion of real estate and infrastructure projects, BTY encompasses all sectors across North America and Europe.</p> <p>Our Project Management professionals bring over 35 years of experience delivering education and institutional projects. Our team includes Project Management Professionals, Professional Engineers, scheduling and risk management professionals, LEED AP specialists, and Professional Quantity Surveyors. This enables BTY to tailor our project teams to the specific needs of our clients ensuring we provide full-cycle services and value-added expertise from the initial planning phase throughout to project commissioning and completion.</p> <p>BTY's Project Management services are tailored to individual needs and requirements of clients. This, coupled with the training and best practices of the Project Management Institute ("PMI"), has shaped the approach, methodology, and tools our professionals use to manage day-to-day project responsibilities.</p> <p>Our PM services include managing projects from inception and planning stages through to construction, commissioning, and completion. Our professionals add value through a comprehensive suite of services, such as budget and schedule management, risk identification and mitigation, routine site inspections, change management, claims analysis, and regulatory compliance management.</p> <p>BTY's services are adaptable and scalable to fit a range of project sizes and procurement methods including Construction Management, Design-Bid-Build, Design-Build, and Public-Private Partnerships. Our professionals can add value by effectively managing cost, risk, schedule, and quality during all project stages.</p>

Describe the Construction Procurement Services you offer.	<p>Our Project Managers bring a deep understanding of all procurement models and have significant experience with the CCDC suite of contracts. One of the key aspects of our services is helping Owners select the most appropriate procurement method given their objectives, scope of work and complexity of the project. A key component of selecting the most appropriate procurement strategy is to complete a risk management workshop to identify the pros and cons of each methodology for a specific project.</p> <p>Once a method is chose, BTY will lead the procurement process to hire the construction manager, general contractor, or design-builder for construction services, equipment, and construction work in a variety of contracting environments and project delivery methods to meet Canoe Procurement Group of Canada's needs for future projects. This includes development of scopes of work, evaluation criteria, and budget constraints. We will define a selection process that identifies the proponent with best overall solution to design requirements. This process will be based off existing Canoe Procurement Group of Canada practices and policies, tailored for the specific needs of projects. We will have the right mechanisms in place to provide a fair and competitive environment based on our extensive experience managing public sector projects.</p> <p>BTY will assist the procurement process through the posting, RFi capture and response, addendum issuance, bid review, and final selection processes. We will work with Canoe Procurement Group of Canada to develop project agreements which appropriately allocate risk to parties best equipped to deal with it. BTY can also advise on equitable terms and conditions on contracts and provide advice during negotiations.</p>
Describe Infrastructure and Construction Solutions Services you offer.	<p>Technical Advisory</p> <p>BTY are globally recognized leaders in infrastructure projects. We pioneered the development of the Lenders' Technical Advisor and Independent Certifier roles and helped lead Canada's adoption of the Public Private Infrastructure project delivery model in the early 2000's. Since then, our professionals have advised on more than 200 alternative financing projects globally on a diverse range of asset classes including roads, bridges, hospitals, public transit, airports, post-secondary education campuses, social housing, justice facilities, energy, broadband and data centres.</p> <p>We achieve success by deploying professionals that are construction, project finance, engineering, sustainability, and safeguarding experts who are leaders in their markets and trusted advisors to our clients. Our dedicated project teams add value through tailored services that enable effective cost, risk, schedule, and technical due diligence monitoring at all stages of a project. These services include: Transaction Advisory Services, Technical Advisory Services, Independent Certification and Payment Certification.</p> <p>Value Engineering</p> <p>Value engineering is a useful tool for balancing scope and cost on a project. It is a systematic method to improve the value of a product, looking at the availability of materials, construction methods, etc., and ascertaining whether benefits can be derived from sourcing alternative methods of construction. Value engineering techniques should be woven into the entire design phase, with working sessions held at regular intervals initially to fully understand the Client's objectives and then to determine how best to allocate the budget prior to approval. The process of value engineering should not be viewed as a reactive measure to cutting costs if there are budgetary challenges.</p> <p>BTY has a wealth of experience leading value workshops. We develop value analysis proposals that have the potential to benefit stakeholders such as owners, operators, designers, and construction teams. We then perform capital cost analyses and lifecycle cost reviews to quantify the value improvement of each proposal. This may also involve light design work to help envision value improvements. Accepted proposals will be recorded for inclusion in the final report. Some proposals may require additional refinement based on parameters such as cost, risks, schedule, and compliance to maximize their value. BTY concludes the value analysis process with a summary report detailing the findings of the exercise. Options are ranked by value and presented for consideration by the project team. We describe our quantitative and qualitative methods, outline the project information used to develop statistical and cost analyses and highlight project objectives.</p> <p>For example, BTY conducted a significant Value Engineering exercise on the BCGEU project, which initially garnered savings of \$11M. This involved reviewing proposed materials, equipment and the efficiency of the construction from the Construction Managers perspective</p> <p>Coordination of Construction Manager, Subcontractors and Suppliers</p> <p>BTY's Project Management team will utilize weekly project team meetings to ensure the Construction Manager, subcontractors, and suppliers understand their responsibilities, as well as the milestone timelines for the project. These meetings serve as a crucial platform for effective communication, coordination, and collaboration among all team members and participants involved in the construction process and meeting frequency may change based on active project needs. During these meetings, BTY's project management team leads the discussion, ensuring that all attendees are informed about the project's progress, goals, and challenges. Participants will provide an update on their current tasks and deliverables to ensure that all project activities progress according to schedule.</p> <p>Construction Monitoring</p> <p>BTY will provide continuous monitoring of all construction activity during this phase. Key actions include:</p> <ul style="list-style-type: none"> • Attend project coordination meetings with the Project team; • Conduct site inspections; • Ensure communication systems and protocols are in place for effective communication and decision making throughout the construction phase; • Review the Contractor's schedule for the project and integrate it into the project master schedule; • Provide feedback on the status of works completed on site, and the project progress in relation to the approved master schedule and identified milestones. • Develop delay mitigation measures as and when required; • Review the Design Team's field review reports and identify any construction and quality issues raised. • Collaborate with the Design Team and the Contractor to resolve all issues, as and when they arise; • Evaluate any proposed or contemplated change orders, as well as provide advice and guidance to the client regarding impacts to cost, risk, and schedule of proposed changes; and • Ensure project specifications are compliant with building codes and safety regulations. <p>Our team attends routine site inspections to undertake visual review of the project's progress and evaluate compliance with the schedule and budget goals. Our findings will be summarized in a Monthly Report. At the conclusion of the site inspection, a team meeting is held to discuss any findings and coordinate immediate actions that need to be undertaken. Meeting minutes are recorded and distributed to the client, ensuring all parties are aware of the project's status throughout construction.</p> <p>Deficiency Clearing</p> <p>When advised by the Contractor, the Consultant performs inspections for Substantial Completion and prepares a list of outstanding deficiencies with an estimate of their value. We review the list and provide recommendations. Working with the Consultant and Contractor, we track and monitor the completion of deficiencies to ensure they are rectified in a timely manner, and that the work is completed as per the contract documents.</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>Cost Management</p> <p>As a recognized leader in Quantity Surveying and Cost Management, BTY brings a unique combination of technical expertise, a wide range of value-added services and a high level of engagement from our senior principals. We distinguish ourselves by making sure that we fully understand a client's goals and vision to best support them throughout the life of the project.</p> <p>To accomplish this, more than 40 members of our firm are registered Professional Quantity Surveyors ("PQS") and they review technical information, attend project team meetings, and collaborate with stakeholders to add value at each project phase. This process provides us with the information we need to prepare the most accurate estimates possible and enables us to identify and mitigate risks early on.</p> <p>BTY's Cost Management team works with a proprietary cost database that is home to decades of cost data and information which feeds directly into our cost estimate development process. Using Cost X software, this data can be used to develop real-time cost models and are quickly adaptable to scope and design "what if" scenarios. We combine this with the knowledge and best practices of the CIQS to develop accurate and comprehensive cost deliverables for our clients. For BTY, construction cost estimation is an iterative process that follows the key stages of design.</p> <p>Our approach for each estimate consists of the following steps:</p> <ol style="list-style-type: none"> 1. Obtaining and reviewing all relevant design information related to the scope of work; 2. Identifying and clarifying design assumptions with the design team and owner group; 3. Conducting quantity take-offs and measurements based on design documentation; 4. Applying material and labour rates based on current industry pricing / location factors; 5. Developing allowances for cost-related risk; 6. Determining appropriate escalation and contingency factors; and 7. Producing a succinct cost report that summarizes our findings. <p>Lender Services</p> <p>During construction, a key necessity for projects is to monitor progress at routine intervals and validate works completed against schedule and budget objectives. Independent verification of project progress supports the relationship between a Lender and a Developer. BTY teams help foster this relationship with independent due diligence services including:</p> <ol style="list-style-type: none"> 1. Preliminary Budget Reviews 2. Monthly Progress Reporting 3. Review of Progress Draw Application 4. Payment Certification 5. Certification of Completion Milestones
Describe the various types/levels of project manager you offer, including the minimum qualifications, certifications and experience required for each type.	<p>BTY can provide project managers at all levels of experience. We offer teams tailored to our client's project requirements. However a typical team consists of:</p> <p>Project Principal – 15+ year veteran who acts as the executive point-of-contact. This individual is a Director at BTY and assists with everything from issues resolution to resourcing to deliverable review.</p> <p>Senior Project Manager – A project manager with more than 10 years of relevant experience and a project management certification (PMP, RMP, PMI-SP, etc.) who will lead the project from start to finish.</p> <p>Project Manager – A day-to-day project manager with 5-10 years of relevant experience, often with a project management certification. This resource would lead smaller /less complex projects or assist Senior PMs with large, complex projects.</p> <p>Assistant Project Manager – a junior resource with less than five (5) years of experience to assist with day-to-day deliverables and project administration</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>At BTY, our core philosophy consists of striving to understand the needs of our clientele while providing transparency and due diligence throughout our services. For more than 40 years, we have been developing the breadth of experience that our clients have come to expect, enabling them to deliver key government, residential, commercial, education, not-for-profit, industrial, transportation, utility, and energy projects around the world.</p> <p>BTY tailors our Project Management services to the individual needs of our clients and their projects. This, coupled with the training and best practices of the Project Management Institute ("PMI"), has shaped the approach, methodology, and tools that our professionals use to manage their day-to-day activities.</p> <p>Our professionals deliver an innovative and collaborative approach to Project Management that differentiates us from other firms. We pay careful attention to obtaining client feedback as we understand that the strength of our business is directly related to client satisfaction. To accomplish this, we use formal and informal methods, such as client feedback surveys, routine Key Performance Indicator ("KPI") review sessions, and lessons learned workshops on every project. BTY believes that successful Project Management begins with the integration of our team into the Owner's day-to-day operations. By becoming an extension of them, we can quickly understand their needs and adapt our processes and tools to ensure the successful delivery of a project.</p> <p>Project Planning and Controls</p> <p>Every project we undertake begins with the creation of the Project Charter and a Project Plan. The Project Plan expands on the Project Charter and summarizes the key aspects of the project including key stakeholders, objectives, assumptions, scope of work, risk management, quality management guidelines, and a preliminary budget. We also establish a framework for each team member's role, allocate responsibility and integrate action plans with time frames consistent to the master schedule.</p> <p>The Project Plan is created through an iterative approach that incorporates feedback and objectives from the Owner and the project team. The Project Plan outlines all the available project information and aligns it to the scope and objectives desired by the Owner. As the Project Managers, BTY will lead several project team meetings to discuss the key aspects of the Project Plan and ensure that stakeholder needs are identified and managed throughout this process. We believe that it is critical to achieve "buy-in" at an early stage of a project; in our experience, the likelihood of success is greatest when the approach is developed collaboratively and matches key tasks with the parties best equipped to complete them. The Project Plan will outline structures and strategies to define, monitor, and control the project with efficiency and transparency, ensuring expected strategic outcomes and business benefits are realized.</p> <p>Communication Management</p> <p>BTY believes that a key responsibility of the Project Manager is to integrate quickly with the overall project team and be ready to act immediately when engaged on a project. We will become an extension of the Owner and, upon project award, immerse ourselves in all the project details. We must firstly review all the current documentation for the project(s) and reconfirm the Owner's protocols, processes, and governance structure.</p> <p>Team communication and coordination is one of BTY's key pillars of service delivery. An early meeting with the key stakeholder groups, consultants and end-user representatives will be critical to get a clear understanding of their roles, expectations, key objectives, and imminent challenges. When working with multiple stakeholders, it is important that communication is clear, concise, and timely.</p> <p>BTY will chair Project Meetings during all phases of the project, as well as prepare and distribute meeting minutes. Meetings will be structured to ensure that issues are identified, and that resolutions and timelines are assigned for each item. We will follow-up on all key items with our Action Log and share findings with project team members prior to the meetings so that they remain focused and efficient. All meetings will be structured to take a pro-active view to identify solutions and address identified challenges.</p> <p>On a monthly basis, after reviewing the Prime Consultant and Contractor reports, BTY will prepare a Dashboard Report. The Dashboard provides a clear and up-to-date status of the project, including; budget/costs, schedule progress, risk status, approvals, Health & Safety, as well as, Action, RFI and Change Logs.</p> <p>Document Control</p> <p>BTY has an established systematic approach that we use to tailor specific filing procedures for each mandate. At the outset of the project, we will review the existing documents and process assets to define a filing system that will use best practices to house all the project documents. As project plans are defined, the related project documents will be identified and filing procedures will be detailed for each item. Updates and third-party reports will all be amassed under identified folders for easy retrieval.</p> <p>The document control procedures will be reviewed throughout the project phases to ensure that appropriate documents are captured, and duplication is minimized. BTY can assist with identifying additional storage platforms or file-sharing application requirements for various project phases and help select service providers. All project files will be transferred over at project closeout.</p> <p>Cost Control</p> <p>One of BTY's key objectives is always to manage the delivery of the project within the approved budget. Monitoring expenditure, although critical, is not effective cost control. We believe effective cost control incorporates stakeholders from the onset to ensure team "buy-in" and involves the following actions:</p> <ul style="list-style-type: none">• Carrying out all responsibilities in the tracking, reconciliation, reporting, and analysis of project budget;• Develop and manage project budget and cash flow;• Record, track, and reconcile all project costs in the Cost Control Log;• Perform monthly reconciliations. Financial reports will be carried out to align with set deadlines on an ad hoc basis;• Provide required input into quarterly and yearly cash flow submissions ensuring information is accurate and reflective of project requirements;• Establish a detailed cost plan including all components of the project and design/construction contingencies based on current knowledge;• Encourage the project team to design within the cost plan at all stages and to follow the change management process from the inception of the project through to completion;• Establish that all decisions taken during design and construction are based on a forecast of the cost implications of the change/alternates being considered;• Regularly update the cost plan and identifying all variations from the approved plan;• Implement design freezes at key milestones that will aid cost management; and• Review contingency and risk allowances regularly to evaluate the unencumbered balance of the contingency against the percentage complete, and all risks remaining. <p>It is well documented that the ability to impact a project's budget decreases as the design develops. Changes to a project may have impacts on time, cost or quality. Broadly, the later in the development of the project that changes occur, the greater those impacts are likely to be. Keeping in mind that approximately 80% of the construction budget expenditure is committed during the schematic design phase, it is important to consider the declining opportunity to influence the budget and ever-increasing cost of change as the project progresses.</p> <p>Based on this knowledge, it is critical that detailed cost estimates are prepared at key planning and design milestones, at these key stages the design is frozen and cannot proceed until confirmation that the estimate is within the budget constraint. If the estimate is found to be outside of the project budget constraints the team must work together to identify solutions on how to bring the project back to budget.</p> <p>We will ensure that all project invoicing is within committed costs and obtain all required approvals on scope changes prior to implementation. At the end of the project, we will reconcile all costs and prepare a finalized report that includes a financial summary.</p> <p>Risk Management</p> <p>BTY will develop a thorough risk management plan that includes mitigation strategies, a structured risk register, and monitoring plan on every project we undertake. We apply a rigorous method to assess risk at every stage of a project. Our professionals believe risk should be identified early, evaluated often, resolved effectively, and continuously monitored to ensure that foreseeable issues can be avoided.</p> <p>A key tool in our Risk Management process is a Risk Register that identifies, tracks, and categorizes project risks on a routine basis. By sharing information about potential project risks, all project stakeholders can make individual efforts to collaborate and mitigate risk as a team. As the project develops, risks may change in potential and severity, so it is crucial to have a proactive approach by outlining how a risk impacts the project through cost, schedule, quality, or scope. The template for the Risk Register will be shared with the project team at the onset of the project to ensure that the right information for each risk is recorded.</p> <p>We recognize that project risks and the risk management plan are dynamic and require ongoing attention – not just through monitoring, but through regular and frequent analysis based on project progress and evolving information. Identified risks may advance to become higher probabilities or may change in understanding completely and new risks will come to bear on the project as the project transitions from stage to stage. As a result, mitigation strategies must be responsive to the changing environment and must be clearly communicated to the Project Team. To address this, we recommend the formation of a Risk Management Team. This team must include a cross section of project stakeholders and will meet regularly to identify risks, review the current success of all mitigation plans and adjust the program as needed to minimize the impact of known risks. All risks identified will be evaluated against the project goals to determine potential impact.</p> <p>Schedule Management</p> <p>BTY can independently develop a Master Project Schedule (MPS) or evaluate the existing MPS for a project. Our approach to scheduling revolves around identifying all key activities and collaborating with the project team to ensure that program phasing occurs around the specific constraints of the project. Our staff are well versed in project float, the critical path method and milestone planning to develop effective schedules for construction projects. We believe that the following components are crucial for a successful schedule:</p> <ul style="list-style-type: none">• Stage Gate Approval Requirements;• Prime Consultant RFP's (if required) & Selection Process;• Design Milestones;• Cost (Checks) Estimates, Value Engineering, Constructability Reviews;• Approvals and Inspections from Authorities Having Jurisdiction;• Contractor and Equipment Procurement;• Construction Methodology;• Construction/Phasing and Sequencing;• Commissioning of Equipment;• Delivery and Installation of Owner Supplied FF&E; and• Training, Move Strategy and Implementation. <p>For BTY, look-ahead planning is the key to proactive scheduling. The MPS will be continuously monitored with updates at each working group meeting and before key upcoming milestones (using a 15/30-day window). The schedule will be monitored from two perspectives;</p>
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<p>1. High level - the total float variance will be tracked as it provides a strong indication of overall project time performance.</p> <p>2. Detailed Level - the process of completing the project is driven by the critical path. Through the site reviews we will monitor the progress to key milestones.</p> <p>We will monitor construction and identify potential risks to the MPS based on worksite conditions. Variances between the baseline and actual progress will be reviewed. If risks or slippages are identified, we will notify project stakeholders and brainstorm mitigation options that keep the project on track.</p> <p>Change Management</p> <p>During design or construction, scope creep may occur based on a variety of factors such as design coordination, Owner requirements, regulatory compliance, or unforeseen conditions on site. Although Owner instructed change orders can be limited, excessive change orders may introduce scheduling delays and cost overruns. It is imperative that scope be well-defined and costed appropriately.</p> <p>BTY's role in mitigating scope creep will be to collaborate with the design and construction teams to ensure that these activities are always aligned with the constraints of time and cost. In addition, the early creation of a governance structure and decision-making hierarchy will enable key decisions to be made about scope, quickly and effectively. All proposed changes to project scope will be summarized and reported to the Owner as soon as possible so that the project team can be kept abreast of any necessary alterations to the project. We have found that a robust governance structure is a critical component to minimizing delays introduced by proposed changes.</p> <p>At the onset of the project, we will implement procedures for processing Contemplated Change Orders, Change Directives and Change Orders. Managing changes involves reviewing the potential change to determine whether it is necessary and the impact the change will have on the project objectives including time, quality, and cost. Although it is near impossible to achieve zero changes over the course of a construction project, it is still important that the need for change is minimized to maintain schedule and budget. This will be done by:</p> <ul style="list-style-type: none"> • Undertaking thorough site investigations and condition surveys; • Ensuring that the program and design is understood and supported by stakeholders, process must include stakeholder review and approval at key planning and design milestones; • Confirming that legislative requirements are properly integrated into the project; • Ensuring that risks are properly identified; and • Undertaking constructability reviews as the contract documents progress. <p>A recommendation will be made by BTY on each proposed change and reviewed with the Owner. With BTY's in-house expertise and experience in estimating construction projects, we have the knowledge and local market data to ensure that pricing is fair, reasonable, and reflective of the scope.</p> <p>Project Reporting</p> <p>Regular Reporting: Monthly reports will be prepared by our team, which will include an Executive Summary or Dashboard report providing the highlights of the projects complete with appendices that will provide further details. The Dashboard provides a clear and up-to-date status of the project including the following topics:</p> <ul style="list-style-type: none"> • Cost Tracking Logs – including Budget, committed to date, Cash Flow, progress claim summary and spent to date. • Key Activities Achieved/Upcoming Activities • Narrative (providing further project details) • Schedule • Risk Update • Site Photos <p>Exception Reporting: Occasionally, circumstances arise that require additional or more detailed reports, in cases such as schedule delays, claims submitted by the contractor or any other unique conditions. Should these reports be required, we will work collaboratively with the relevant project team members to identify, address, and document the event(s) that occur and summarize the findings in a report to be reviewed by the owner.</p> <p>Wrap Up Reporting: At the completion of the project, we will issue a Final Project Report. The Final Project Report is a chronological summary of all project activities during the course of the project. They will be similar to the Monthly Reports, but will include all final information for accounting, change management and schedule.</p> <p>Conflict and Dispute Resolution</p> <p>Conflict resolution is critical, particularly when there are several parties involved. Although it is important to incorporate formal dispute resolution mechanisms in the contract documents, it is typically best to resolve issues at the lowest possible level. We recommend the use of a conflict resolution ladder when issues cannot be resolved in the day-to-day operation of the project. The resolution ladder provides a certain time frame to resolve an issue starting at the lowest possible level; if it is not resolved within a certain number of days it progresses to the next level of authority. This process puts a defined structure and time period to resolving an issue. Time allocation will be determined based on its possible impact of the issue.</p> <p>Phased Service Delivery</p> <p>Prime Consultant Procurement</p> <p>BTY will develop a tailored procurement process with the client to engage design services that meet the needs of the project. This includes developing procurement content, such as scope of work, budget constraints and evaluation criteria to identify the Proponent with the best overall proposal. We will ensure the right mechanisms are in place to provide a fair and competitive environment.</p> <p>BTY will assist the client's procurement team, as required, with RFP and addendum issuance, bid review, and final recommendation. We will work with the client to develop project agreements appropriately allocating risk to the parties best equipped to deal with it. BTY can advise on equitable terms and conditions on the contracts and provide advice during negotiations. In addition, we will also manage administration of the Prime Consultant contracts, as well as monitor and oversee Prime Consultant progress and adherence to contracts and schedules.</p> <p>Design Management</p> <p>Working with the Owner and the Design Team, BTY will establish User Groups and coordinate each User Group Meeting. The collaborative framework developed by the Project Team will be the foundation for the Design Team and User Groups to work through the iterative design process. It will be BTY's responsibility to ensure that all stakeholders participating in the process understand their role in collaborating on the design, as well as, how the functional requirements and sustainability goals have been interpreted. Early and consistent collaboration will minimize any miscommunication that could result in rework and/or potential cost and schedule impacts.</p> <p>Reviews and approvals will be conducted at key milestones of the design. BTY will work with the Project Team to identify the timing, intent, method of engagement, key messages and required material for the sessions. Schedule and budget will be reflective of this work and will be incorporated into the initial project plan and schedule.</p> <p>A formal design log will be maintained until each query from the project team members has been resolved to minimize gaps between the design and estimated cost. We will confirm the functional program requirements, sequencing, and costs at each milestone phase. BTY will also monitor design progress to ensure that the level of design is appropriate prior to issuing for cost review, as well as, ensuring that progress adheres to the Master Project Schedule.</p> <p>Construction Monitoring</p> <p>We will provide continuous monitoring of all construction activity during this phase. Key action items include:</p> <ul style="list-style-type: none"> • Attend project co-ordination meetings with the Project Team; • Conduct regular site inspections; • Ensure communication systems and protocols are in place for effective communication and decision making throughout the construction phase; • Review the Contractor's schedule for the project and integrate it into the project master schedule. Comment on the status of works completed on site, and the project progress in relation to the approved master schedule and milestones identified therein. Develop delay mitigation measures as and when required; • Review the Design Team's field review reports and identify any construction and quality issues raised. Collaborate with the Design Team and the Contractor to resolve all issues as and when they arise; and • Review the design team's performance in responding to RFI's and issuing follow up instructions. <p>BTY's findings will be summarized in the Dashboard Report. At the conclusion of the site inspection, a team meeting will be held to discuss any findings and coordinate any immediate actions that need to be undertaken. These meeting minutes will be recorded and distributed to the wider stakeholder group to ensure all parties are always aware of the project's status throughout construction.</p> <p>Health and Safety</p> <p>BTY is committed to the health, safety, and well-being of all staff, contractors, and subcontractors under the direction of BTY. The foundation of our Safety Plan is created by fostering a positive culture around health and safety through training, recognition, and communication. This is accomplished through compulsory initial safety training for all staff visiting construction sites, yearly safety refresher courses, and a company health and safety handbook that outlines all procedures and protocols for relevant Occupational Health and Safety such as worksite hazard identification, confined space entry, and fall prevention. BTY also provides Personal Protective Equipment ("PPE") and education assistance for health and safety related courses or certifications to help promote learning and continual improvement in our staff's health and safety related capabilities.</p> <p>On the construction site, we require prime contractor to identify and actively manage robust safety plans that encompass not only contractors, subcontractors, and site visitors, but also the general public and areas surrounding the construction site. These plans must be constantly reviewed and adjusted match to the current tasks and situations. Managing active construction sites will require agile safety plans that put as much focus on the students and staff as on the activities inside the construction zone. BTY's Project Managers review safety plans prior to start of construction, observes, and addresses safety issues during every site visit, and ensures targeted planning with a priority on safety is completed for any disruptions to regular operations.</p> <p>Fixtures, Furnishes, and Equipment ("FF&E"), if required</p> <p>Based on the interior design floor plan, we will assist in preparing a detailed list of FF&E requirements. Using the approved list, we will determine when each component must be ordered based on schedule requirements. Once received, we will inspect and ensure that the order is complete prior to installation. As FF&E arrives on site, we will work with the construction team to ensure that the installation proceeds at the correct place and time. Elements that need to be procured and installed in conjunction with the construction activities will be flagged and coordinated accordingly.</p>
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	<p>During the reconfiguration process, specific checklists will be developed to ensure all details are captured for the necessary furniture and equipment that will be moved. We will work with the client team to develop a detailed move schedule to minimize downtime for all staff. We will manage the receipt, inventory, assembly, placement, and installation of all relocated and new assets that arrive to be outfitted in the new location. Prior to the installation, we will complete an inspection of all new FF&E items and will complete a post-move inspection to coordinate all corrective actions (if required).</p> <p>Commissioning, Deficiency Clearing, Project Close-Out & Warranty Period</p> <p>The commissioning planning starts during the design phase and is completed after the verification, training and submission of the commissioning report is done. We will work closely with the Prime Consultant, Contractor, and Commissioning Consultant from the early stages of commissioning planning through to verifications and testing. The goals of commissioning are to assure that the systems and equipment involved are working in the manner as described and confirm all staff are properly trained on use and maintenance of key systems.</p> <p>When advised by the Contractor, the Prime Consultant will perform inspections for Substantial Performance and prepare a list of outstanding deficiencies with an estimate of their value. We will review the list and provide recommendations. Working with the Prime Consultant and Contractor we will track and monitor the completion of deficiencies to ensure they are rectified in a timely manner, and that the work is completed as per the contract documents.</p> <p>We will identify and schedule all project close-out activities including inspections required by consultants, internal staff, and by Authorities Having Jurisdiction. Working with Project Leads and the Project Management Team, we will establish a warranty log that will track all issues discovered during the construction warranty period. It will be our responsibility to work closely with staff until all warranty/deficiency issues have been resolved. At least thirty (30) days prior to expiration of the warranty period, we will conduct a site review with the Prime Consultant and Contractor to ensure that all work is free of any defects or failure. As part of the closeout process, we will assist with the preparation of any required project documentation and a final budget reconciliation for the project.</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>Quality Control</p> <p>Our Corporate Quality System is based on best practices found in ISO 9001:2015. We emphasize a philosophy of continual improvement to meet and exceed our customer's expectations. Core processes include Project Plan development, budget preparation and cost control, schedule preparation and monitoring, risk management, document control; change, management; quality assurance/quality control; project reporting; project closeout, and customer satisfaction. As project managers, it will be BTY's responsibility to collaborate with the client and the Prime Consultant Team to collectively outline the quality requirements with regards to the finished product.</p> <p>We will set the objectives, framework, and approach for achieving, measuring, documenting, and reporting the quality of the work for the project which includes:</p> <ul style="list-style-type: none">• Quality roles and responsibilities (who is responsible for what aspect of the quality management plan);• Quality tools (templates, published or recommended processes, etc.);• Reporting and documentation requirements (frequency, degree of detail, communications requirements, etc.);• Quality objectives (quality of construction, quality of finishes, etc.);• Quality standards (whether as established by the Prime Consultant or as required by codes, legislation, organizational standards and guidelines, etc.);• Quality control and assurance activities (submittal and mock-up requirements, testing procedures and required results, commissioning procedures and results, etc.);• Plans for corrective action, to rectify quality related non-conformances;• Quality standards and control processes will be established for each phase of the project. Once established, reviewed and approved, BTY will update the Quality Plan to reflect the evolution of information as the project progresses. <p>Once approved, BTY will implement Quality Control measures – we will manage, review and record/report on the quality activities and requirements. During the Planning and Design phases, we will conduct design reviews and constructability reviews at key milestones to validate that the approved functional program has been properly interpreted into the design documents and that the specified level of quality and sustainability goals has been incorporated into the specifications.</p> <p>During construction, BTY, along with the Prime Consultant, will verify products and confirm that construction methods meet specified quality requirements, we will conduct regular on-site inspections reviewing the progress of the work. Any issues of concern observed in relation to quality as per plans and specifications will be recorded and distributed to the team for follow-up and correction.</p>

Member access to services

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

Line Item	Question	Response
1	List the necessary steps for a Canoe Member to access your services should you be awarded a contract. How will you work Canoe Members to scope their requirements, provide a project plan and quote for their deliverables?	<p>To access our services, a Canoe member needs only to send a request to our Director of Project Management Services, Louis Guilbeault. Louis will review the information and request clarifications and/or qualifications needed to ensure that he assigns the right staff, estimates a reasonable work plan and schedule, and prepares a competitive fee proposal for the work.</p> <p>Louis will review the scope of work for each individual call-up and develop a fee proposal based on the fixed hourly rates under this standing offer, as well as the estimated manhours needed to complete the work. For each call-up, he will choose dedicated and experienced resources best suited for the mandate. He will choose resources based on their expertise, experience level, availability, and relevant project experience.</p> <p>Louis will have a proposal prepared by our in house proposal team, summarizing the staff assigned, our approach and methodology, relevant experience, proposed schedule, understanding of the scope, fees, and estimated disbursements. We can include more or less information at the request of the Member.</p> <p>For each assignment, our proposed resource or team will schedule an internal kick-off meeting to establish lines of communication with client and a schedule of project meetings. Through the course of the project these individuals will work together to provide diligent project management services and thorough reporting, as well as conscientious engagement of project stakeholders.</p> <p>Every project we undertake begins with the creation of the Project Charter and a Project Plan, in collaboration with the client, stakeholders, and user groups. The Project Plan expands on the Project Charter and summarizes the key aspects of the project including key stakeholders, objectives, assumptions, scope of work, risk management, quality management guidelines, and a preliminary budget. We also establish a framework for each team member's role, allocate responsibility and integrate action plans with time frames consistent to the master schedule.</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>Project Team Disputes</p> <p>On any project, disputes may arise between the contract parties. BTY's role will be to act as an independent mediator and ensure both parties review the pertinent project information to arrive at a fair and equitable solution based on contractual obligations. Our approach is focused on collaboration and our proven expertise in project delivery enables us to provide sound and reasonable professional opinions to our clients, while avoiding the complex and time-consuming nature of formal legal disputes.</p> <p>Conflict resolution is critical, particularly when there are several parties involved. Although it is important to incorporate formal dispute resolution mechanisms in the contract documents, it is typically best to resolve issues at the lowest possible level. We recommend the use of a conflict resolution ladder when issues cannot be resolved in the day-to-day operation of the project. The resolution ladder provides a certain time frame to resolve an issue starting at the lowest possible level; if it is not resolved within a certain number of days it progresses to the next level of authority. This process puts a defined structure and time period to resolving an issue. Time allocation will be determined based on its possible impact of the issue.</p> <p>Project Management Team Changes</p> <p>Should a client be unsatisfied with our team, we can provide a substitute resource as requested. We will work with the client through the following process:</p> <p>Selection: A replacement resource will be selected from our bench of project management employees. Selection will be based on the technical qualifications outlined in the original request and those identified during the progress of the project to date, as necessary for the successful delivery of the Project. Should a qualified internal resource not be available, BTY will immediately begin an aggressive recruitment process for a qualified candidate, using our extensive network of referrals, independent contractors, and previous applicants. BTY will present a suitable replacement with equal or greater qualifications and experience to the client for consideration for technical and professional fit with the overall project team. No resource will be assigned to the project without approval from the client</p> <p>Service Continuation and Transition Process: When a resource has to be replaced, BTY works closely with our client to ensure there is no service interruption and that the transition is smooth. BTY uses standard processes, tools and templates across our project management service line, meaning all our resources are prepared when starting on any new project and the project information and services are entirely familiar. We also hold bi-weekly internal meetings to discuss project status to minimize the learning curve and limit interruption to service.</p> <p>To bring replacement resources up to speed, they will be given immediate access to BTY's Project Plan, which is a detailed implementation plan of the project, including communication lines, organization charts, the scope of work, key stakeholders, and other pertinent project information. In addition to this, the replacement resource will review the current project budget and schedule as well as the monthly dashboard reports to ensure that all aspects of the project are understood. BTY creates individual project folders for each of our projects to house all project related documentation. Each project's documents are kept easily accessible with the most up-to-date version, and all previous versions saved for reference, as needed. Any new team members will have immediate access to all current and historical project information to get up to speed on the specifics and requirements.</p> <p>By providing an experienced and dedicated team of professionals for each project, BTY mitigates the risk of solely relying on any one single resource to understand and deliver the project requirements in isolation. Our dedicated team approach to work as an extension of the client and serve your interests ensures that the client can consistently rely on BTY Project Managers to be fully up to speed and executing on the project deliverables.</p> <p>Example of Process in Action: Recently, a member of BTY's Project Management team was relocating outside of Canada. Early identification of the transition led BTY's leadership team to identify a suitable replacement resource already present on our team. We notified the Owner and presented the resources for approval. After client approval we effectively transitioned the new resource into their role resulting in no overall impact to the project. In another example in British Columbia, we had a resignation of a project manager from a public sector project in the Province. One of our Senior Project Managers was already assisting with the project and had been named as the back-up to this project manager. He stepped in and took on the project through to its completion, providing the client with a more senior resource than was initially assigned.</p>
3	Describe your client management approach.	<p>Managing Client Satisfaction</p> <p>On every project, BTY implements feedback loops to identify areas of improvement and to better understand how we can further tailor our services to our client's needs.</p> <p>Our Corporate Quality Management strategies consist of several touchpoints to our service delivery allowing engagement with clients in providing honest feedback in an accessible format and to allow our professionals to identify opportunities for improvement.</p> <p>We use surveys, interviews, progress and compliance checks to assess our Key Performance Indicators both through direct client feedback and internal systems and resources monitoring. We also engage third party specialists to provide an independent audit of our clients' satisfaction levels.</p> <p>Our Quality Management activities are essential to holding BTY accountable to our promise of service excellence and ensuring we proactively seek and act on areas of improvement. A selection of our Key Performance Indicators include:</p> <p>SATISFACTION INDEX AND IMPROVEMENT: looks at how our clients rate their level of overall satisfaction with our services. The index is populated per project and on account basis for our cross-service and cross-sector clients. By utilizing progress checks and close-out processes (in person and survey), this allows our team to gauge areas of improvement through various comparisons over time and across markets.</p> <p>CLIENT REFERRAL SCORE: in addition to tracking how clients rate their own experiences with our work, we also track referrals for our firm initiated by our clients to their networks.</p> <p>NEEDS ASSESSMENT SCORE: using qualitative and quantitative information collected by our service leaders, this score focuses on how well we understand our clients' needs at the onset of scope determination.</p> <p>RESOLUTION TIME: looking at response time for high-priority, critical, confidential and compliance related queries, we analyze our team's average response times to continue looking for areas of improvement.</p> <p>ACTIVE AND RESOLVED ISSUES INDEX: in our efforts to implement improvements we maintain a register of active and resolved issues with client and greater project team interactions to provide a library of contextually relevant lessons learned to our team members.</p> <p>We summarize our KPI metrics in dashboard formats that are made available to BTY's principals and senior management who are responsible for overseeing service delivery, business operations and business planning ensuring they are informed of service quality and have the information to make informed adjustments to our processes and policies, if necessary.</p> <p>Relationship Management</p> <p>Account and Relationship Management at BTY includes ensuring our senior principals are available to respond to questions and concerns in a timely manner. On our projects, the Lead Project Manager and Project Principal/Director have a specific focus on managing client communication ensuring the following steps are in place to assist in mitigating any relationship strain they may occur by:</p> <ol style="list-style-type: none"> 1. Communicate with the client to determine the issue causing the relationship strain and possible causes 2. Once an issue is identified, BTY will offer an outlined approach to resolve the issue and review the approach with the client 3. If required, adjustments to the proposed resolution will be made based on feedback from the client. <p>We believe constant communication is key to keeping our clients informed and engaged about the progress of their projects. Creating clear and consistent lines of communication enables us to gather valuable feedback and better tailor our services to every project and client's unique needs.</p>

Engagement , Marketing and Training

Line Item	Question	Response *
1	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	<p>Upon successful qualification by Canoe PGC, BTY will adapt our engagement and marketing strategy for various stakeholders with two key objectives:</p> <ol style="list-style-type: none"> 1. Marketing Canoe PGC's Benefits and relevant Programs to BTY's clients and industry groups who are not already Canoe members. 2. Marketing BTY's capabilities to Canoe PGC's Program Team, and getting their feedback and recommendations on which Canoe members would benefit from an overview of our firm's services and local team engagement. <p>We will fulfil these two objectives through the following strategies:</p> <ul style="list-style-type: none"> - Presentations and information sharing meetings with various stakeholders; - Dedicated account management; - Knowledge sharing and lead generation through email newsletters; - Thought leadership and market intelligence articles online; - Promoting BTY and Canoe PGC capabilities at industry conferences; - Progress Reporting and Client Feedback Surveys; - Promoting testimonials on social media; - Referring applicable leads to Canoe PGC Advisors; <p>Our objectives and strategies will be tailored to meet the needs of various stakeholders per below, and will integrate Canoe PGC's capabilities as follows:</p> <ol style="list-style-type: none"> 1. Project Owners and Developers <p>BTY will prioritize building collaborative relationships with project owners and developers by offering tailored insights and proactive communication throughout the project lifecycle.</p> <p>We will assign a senior project leader as the primary point of contact to ensure clear, consistent communication and swift resolution of issues.</p> <p>BTY will provide a no-commitment overview of our services and Canoe PGC's wider offering for early-stage project cost and risk assessment needs of the client.</p> <p>We will share BTY's Market Intelligence Report and insights from case studies, and innovative best practices to support project optimization.</p> <p>We will share knowledge with owners and developers on the cost savings and efficiency benefits of joining the Canoe Procurement Group of Canada, facilitating introductions where appropriate.</p> <ol style="list-style-type: none"> 2. Contractors and Suppliers <p>BTY regularly engages with various contractors and suppliers when act as an extension of our client's team, and when we are part of a wider project team.</p> <p>This presents key touchpoints we can engage with industry partners on building awareness for BTY's services and solicit interest in Canoe PGC for potential new suppliers:</p> <p>We facilitate regular coordination meetings to streamline workflows and identify opportunities for cost efficiencies with suppliers, and work with our clients to understand and facilitate opportunities for utilizing Canoe PGC.</p> <p>We implement real-time performance monitoring of contractors and suppliers to ensure project milestones are met and provide proactive actionable feedback.</p> <p>BTY's industry knowledge will be an invaluable asset for Canoe PGC advisors and members on due diligence for contractors and suppliers.</p> <p>We will encourage contractors and suppliers to explore Canoe Procurement Group participation for access to broader project opportunities and streamlined procurement processes.</p> <ol style="list-style-type: none"> 3. Public Sector and Institutional Authorities <p>For projects involving public sector and institutional participation, we will maintain proactive engagement with authorities to share knowledge, ensure compliance, and foster positive relationships.</p> <p>We will promote Canoe PGC membership to public entities as a means of achieving cost savings and procurement efficiencies.</p> <p>We will partner with relevant local and program specific advisors at Canoe PGC to understand applicable qualified suppliers and services BTY's public sector and institutional clients can utilize, and which BTY can recommend.</p> <p>We will share success stories and case studies with clients to demonstrate the positive impact of BTY's capabilities and greater available benefits for Canoe PGC members.</p> <ol style="list-style-type: none"> 4. Indigenous Nations <p>BTY is actively sharing knowledge with Indigenous Nations and Indigenous-led organizations on capital planning and project delivery.</p> <p>Our work with the Assembly of First Nations on Closing the Infrastructure Gap provided us unparalleled insight on the investment needs of more than 600 Indigenous Nations coast to coast.</p> <p>As we share our insights and conduct needs assessments with Indigenous community and organizational partners, we will also look for opportunities to provide greater value and cost savings for Nations through a membership with Canoe PGC.</p>
2	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their network. What do you expect Canoe's role to be in demonstrating the value of the contract?	<p>We expect Canoe's role to be a collaborative partner in promoting the value of Canoe PGC membership to applicable BTY clients, and introducing relevant Canoe PGC members to BTY's team by:</p> <p>Providing marketing and sales collateral and success stories that highlight the benefits of Canoe membership.</p> <p>Participating in co-branded presentations, webinars, and industry events to jointly promote Canoe and BTY capabilities.</p> <p>Offering insights on member needs to align BTY's offerings with Canoe's procurement objectives.</p>
3	Describe how you will train your sales force and network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	<p>BTY's sales are led by our active project leads who have deep understanding of client needs, market conditions and outlook on trends and risks. Our project leads will be equipped to communicate the value of Canoe group purchasing through a structured training program:</p> <p>The Kick-off Training Session will introduce Canoe PGC's capabilities via a comprehensive onboarding covering Canoe's programs, benefits, and success stories.</p> <p>During BTY's quarterly regional leadership teams, we will include follow-up training sessions to collect feedback from project leads across Canadian markets, understand current client and market needs and alignment with Canoe PGC's capabilities, and relay information requests and new member leads to Canoe PGC advisors.</p> <p>We will conduct an annual overview by hosting a joint workshop with BTY's regional leadership teams and Canoe PGC's advisor team to share updates on capabilities, new services / suppliers, new markets and sectors.</p> <p>We will maintain a dedicated internal portal with up-to-date Canoe resources, case studies, and FAQs for easy reference.</p>
4	How will you position the Canoe contract in your sales, marketing and engagement efforts?	<p>We will position BTY's membership in and the wider offering by Canoe PGC as a value added benefit to the stakeholders we engage with. Similar the Canoe PGC's own positioning of services, we will proactively promote the benefit of group purchasing via Canoe to applicable clients at the early stages of procurement planning. We will also recommend trusted industry partners and suppliers to consider becoming a qualified Canoe PGC supplier.</p>
5	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	<p>BTY will leverage our internal Project Implementation Planning Toolkit to mobilize, monitor and optimize the use of Canoe PGC contracts. This includes but is not limited to:</p> <p>Appointing a dedicated Canoe PGC BTY Senior Representative to coordinate all communication and planning. BTY's Senior Lead for Canoe PGC will also be responsible for sharing progress reports with Canoe's program team to ensure alignment and identify areas for continuous improvement.</p> <p>Conducting an internal kick-off workshop educating our regional leadership teams about Canoe PGC benefits, programs, contract, and joint sales and marketing objectives and strategies.</p> <p>Implementing client feedback surveys for projects utilizing Canoe PGC contracts, ensuring BTY's project lead is proactively monitoring compliance of deliverables and client satisfaction.</p> <p>Organizing quarterly check-ins with regional teams on the status and performance of contracts through Canoe PGC.</p> <p>Hosting an annual joint workshop with BTY and Canoe PGC regional leaders to share knowledge on contract performance, client trends, new opportunities.</p>

6	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and network? Which key performance indicators will you be monitoring?	<p>We will establishing and maintain a consolidated dashboard to monitor KPIs related to Canoe PGC contracts and BTY-Canoe PGC joint sales and marketing efforts. These Key Performance Indicators will include:</p> <ol style="list-style-type: none"> 1. Outreach activities with Canoe PGC members. 2. Referrals by BTY to Canoe PGC for potential new members. 3. BTY project wins through Canoe PGC members. 4. Referrals by Canoe PGC for BTY services. 5. Client feedback and satisfaction on Canoe PGC contracts. 6. Time and Cost Savings Metrics on Canoe PGC Contracts. 7. Financial impact of Canoe PGC Contracts on BTY's services and regional markets. 8. Resource utilization on Canoe PGC Contracts. 9. Sector and Client Trends on Canoe PGC Contracts.
7	Describe your commitment to attending and/or sponsoring member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats, procurement excellence etc.)	<p>Attending and sponsoring industry events is a key market engagement channel for BTY across all Canadian regions, and we would welcome to opportunity to team up with Canoe PGC's network on these activities. BTY set an annual budget to fund our participation in various industry initiatives. Examples of these include:</p> <p>Conferences Industry Breakfasts Webinars Exhibitions and Conventions Golf Tournaments Workshops Industry Awards Networking Socials Charity Fundraising</p>
8	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	<p>BTY is a proud member and active supporter of the following industry organizations which we believe would be beneficial to Canoe PGC:</p> <p>Urban Land Institute Urban Development Institute Assembly of First Nations – Corporate Supporter Canada Council for Indigenous Business Canadian Council for Public-Private Partnerships Women's Infrastructure Network First Nations Major Projects Coalition Urbanarium Forward Summit Royal Institution of Chartered Surveyors Canadian Institute of Quantity Surveyors Young Leaders in Infrastructure Project Management Institution Canadian Real Estate Forums</p>

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.	<p>Sales Force</p> <p>BTY has Directors assigned to each Province/Territory for our Project Management service offering. These Directors not only lead a team of project managers, but are also responsible for our sales functions. Based on their individual expertise, each Director is responsible for meeting with prospective clients to develop specific sectors, as well as oversee the project teams delivering projects in that sector.</p> <p>The Directors act as the Project Principal or Customer Relationship Manager on each project, overseeing the quality of our work and ensuring we meet client expectations. Because of this relationship building, more than 50% of our work comes from repeat clients.</p> <p>Our Directors actively pursue referrals from current clients and reach out to potential clients who may need our services, which will include Canoe Members if BTY is successful. Our marketing team supports our Directors through the creation of sector or client specific capabilities statements to demonstrate our value to each client in meetings attended by the Directors.</p> <p>Service Personnel/Team</p> <p>BTY uses a Dedicated Team Approach on all our mandates. Should BTY enter into a Standing Offer Agreement with the Canoe, our Director of Project Management Services, Louis Guilbeault, will act as a control point related to all client requests. He will be responsible for team resourcing, quality of work, strategic direction and advice, overall contract performance, and value for money.</p> <p>For each client request, Louis will assign a team of qualified individuals to perform the work requested by the client. We have the ability to call upon a deep roster of multi-disciplinary professionals to deliver an experienced project team for any mandate. BTY consists of professionals who have acquired a range of designations, and a blend of expertise that allows us to "right-size" our project teams and provide tailored services on any project we are engaged on.</p> <p>BTY's extensive staff roster consists of 200+ individuals with a complementary skillset and varying experiences that come together collectively to impart best practices on each mandate we undertake. Our project management team focuses on collaboration with project stakeholders, regular reporting to keep Owners informed of progress and technical due diligence to challenge project teams to deliver the best value at each stage of the project.</p> <p>BTY consists of professionals who have acquired a range of designations including Project Management Professionals ("PMP"), Professional Engineers ("P.Eng."), Leadership in Energy and Environmental Design Accredited Professionals ("LEED AP"), Professional Quantity Surveyors ("PQS") and Members of the Royal Institution of Chartered Surveyors ("MRICS"). We can call upon this deep roster of multi-disciplinary professionals as additional or back-up resources when required. This blend of expertise allows us to "right-size" our project teams and provide tailored services to the client on any project we are engaged on.</p> <p>Geographical Coverage</p> <p>We offer complete Canada coverage with physical offices in Vancouver, Victoria, Edmonton, Calgary, Saskatoon, Toronto, London, and Halifax.</p>
Describe your delivery model including timelines, regional restrictions, and exclusion from your offering.	<p>BTY's Project Management services are tailored to individual needs and requirements of clients. This, coupled with the training and best practices of the Project Management Institute ("PMI"), has shaped the approach, methodology, and tools our professionals use to manage day-to-day project responsibilities.</p> <p>For over 46 years, our approach to construction projects has enabled our clients to gain insight into leading industry best practices. We offer dedicated project teams with deep local and international knowledge with emphasis on cost control, risk management, and quality assurance.</p> <p>Project timelines are defined by our clients, however we can meet accelerated timelines with increased staff resourcing drawing from our office locations across Canada. We have the ability to call upon a deep roster of multi-disciplinary professionals to deliver an experienced project team for any mandate. BTY consists of professionals who have acquired a range of designations, and a blend of expertise that allows us to "right-size" our project teams and provide tailored services on any project we are engaged on.</p> <p>BTY has no geographical or regional exclusions from our Canadian service offering.</p>
Describe your how you manage government sales. Include details on the sales and training structure, and how you specifically address sales and marketing with public sector clients.	<p>Our government sales and marketing are managed in the same way we sell to every client, as per our descriptions in the Marketing and Sales sections above.</p> <p>Where our approach differs is in our deliver to public sector clients, who are accountable to the public. During our initial planning work, we focus on the following:</p> <p>Public Engagement: BTY works with our government clients to identify, coordinate, and manage any public consultation events that are needed to ensure appropriate feedback from the surrounding community is taken into consideration. This process must be a component of the early planning process to establish timeframes for the events and when feedback needs to be received in order to effectively collect, organize, and implement the identified needs of the community.</p> <p>Cost Management: As public sector entities are accountable to their tax base, our offering revolves around capturing efficiencies internally and on multiple projects to minimize duplication, deploy resources as and when needed, and leverage lessons learned from tens of thousands of successful projects.</p> <p>Procurement: BTY ensures compliance with all applicable public procurement process and applicable laws: This is the first priority in any RFP procurement process. This includes a thorough review and understanding of all procurement requirements and confirmation of open, fair, and transparent processes.</p>

Agreement acceptance

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

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

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>Indigenous Truth and Reconciliation</p> <p>BTY's Indigenous Program was developed in 2021 as part of our commitment to strengthen the communities we serve and work in. We are undertaking key initiatives to build relationships with Indigenous communities which are designed around four key pillars driven from the Canadian Council for Indigenous Business's Partnership Accreditation in Indigenous Relations (PAIR) program: leadership actions, employment, business development, and community relations.</p> <p>As part of this initiative, BTY has signed on to become a member of the Canadian Council for Indigenous Business (CCIB) and committed to achieving the Council's Partnership Accreditation in Indigenous Relations (PAIR). BTY developed an Indigenous Policy to grow and promote mutually beneficial relationships with Indigenous people. BTY also provides Indigenous Cultural Awareness and Relations Training to all staff. This training was developed by Indigenous Awareness Canada with a goal to create understanding and enhance communications between Indigenous and non-Indigenous peoples.</p> <p>BTY has partnered with Indspire and committed long-term to funding annual scholarships for Indigenous youth through the Indspire Building Brighter Futures Program. Indspire is an Indigenous Canadian charity that invests in the education of First Nations, Inuit, and Métis people to improve lasting positive outcomes for individuals, their families and their communities. Every year for 25 years, the Award will be given to students in construction-related fields who demonstrate outstanding achievements and serve as a role model for Indigenous youth.</p> <p>In 2022, BTY participated in the Forward Summit, an Indigenous-led conference aimed at empowering Indigenous economics. The Forward Summit seeks to assist in the fulfillment of Recommendation #92 of the Truth and Reconciliation Commission of Canada's Calls to Action, specifically calling on the corporate sector to adopt the United Nations Declaration on the Rights of Indigenous Peoples.</p> <p>Additionally, in 2024, BTY hired Marc Pinkoski as our Indigenous Relations Lead. Marc has over 25 years of experience helping advance Indigenous-identified needs in areas such as community development and infrastructure, rights and title, and social policy. His extensive research and advisory work with Indigenous communities on cross-jurisdictional issues provides our teams with a nuanced understanding of how to balance governance, operational needs, and traditional knowledge in co-management frameworks.</p> <p>Diversity Equity and Inclusion</p> <p>At BTY a diverse, inclusive, and equitable workplace is one where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, feel valued and respected. We are committed to a non-discriminatory approach and provide equal opportunity for employment and advancement in all our departments, programs, and worksites. We respect and value diverse life experiences and heritages and ensure that all voices are valued and heard. We're committed to modeling diversity and inclusion for the entire construction industry, and to maintaining an inclusive environment.</p> <p>As an equal opportunity employer, with 50% of our Project Management Team, 35% of our directors, and 30% of our overall workforce being women, our focus is on developing an inclusive workplace to attract, retain and develop industry leading talent. We invest in on-going professional and cultural training to assist in developing stronger relationships and shared perspective across our globalized workforce ensuring more meaningful engagement with our clients, industry, and community.</p> <p>Social Procurement</p> <p>BTY is committed to leveraging social procurement to create positive social, environmental, and economic outcomes within the construction industry and the wider community. Our processes are designed to guide our recommendations for procurement practices, ensuring that we intentionally seek to support and create social value through supply chains. By doing so, we aim to contribute to community development, foster inclusivity, and drive sustainability within the construction sector.</p> <p>One specific example of BTY's daily procurement and integration into the company of Indigenous suppliers is the recent addition of Kear Porttris' Indigenous Roots Coffee Company's coffee into our Victoria and Vancouver offices. BTY also seeks to work with vendors who practice social procurement, where possible. An example of this is Heritage Office Furnishing. They have a program in place in partnership with Veritree to plant a tree for each person who visits their showroom. We have toured several of our clients through the space and have contributed to this important initiative.</p> <p>For accountability, BTY reports on the outcomes of our social procurement efforts, including tracking total spend on diverse suppliers, number of social enterprises engaged, and social impact created through our supply chain.</p>

Proactive disclosure of Artificial Intelligence (AI) in drafting response

Line Item	Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	BTY did not use AI in the preparation of this bid.
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	BTY did not use AI in the preparation of this bid.
3	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	BTY did not use AI in the preparation of this bid.

Documents

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

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

The maximum size is 2MB.

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

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

- [Discount and rate structure for services offered.](#) - CAN-2025-002 - Project Management and related services (non-IT) - BTY Fees.pdf - Thursday February 27, 2025 11:32:53

Addenda, Terms and Conditions

PART D -TERMS AND CONDITIONS OF THE SOLICITATION PROCESS

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

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

1.1.1 Ability to Provide Deliverables

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

1.1.1.2 Non-Binding Pricing

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

1.1.2 Proposals in English

All proposals are to be in English only.

1.1.3 No Incorporation by Reference

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

1.1.4 Past Performance

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

1.1.5 Information in SOLICITATION Only an Estimate

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

1.1.6 Proponents to Bear Their Own Costs

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

1.1.7 Proposal to be Retained by Canoe

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

1.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

1.1.9 Trade Agreements

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

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

1.2 Communication after Issuance of Solicitation

1.2.1 Proponents to Review Solicitation

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

1.2.2 All New Information to Proponents by Way of Addenda

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

1.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

1.2.4 Verify, Clarify, and Supplement

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

1.2.5 Restricted Communications

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

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

1.2.6 Authorized Communications, Amendments, Waivers

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

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

1.3 Notification and Debriefing

1.3.1 Notification to Other Proponents

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

1.3.2 Debriefing

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

1.3.3 Procurement Protest Procedure

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

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

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

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

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

EMAIL: proposals@canoeprocurement.ca

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

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

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

1.4 Conflict of Interest and Prohibited Conduct

1.4.1 Conflict of Interest

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

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

1.4.2 Disqualification for Conflict of Interest

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

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

1.4.3 Disqualification for Prohibited Conduct

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

1.4.4 Prohibited Proponent Communications

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

1.4.5 Proponent Not to Communicate with Media

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

1.4.6 No Publicity or Promotion

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

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

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

1.4.7 No Lobbying

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

1.4.8 Illegal or Unethical Conduct

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

1.4.9 Supplier Suspension

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

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

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.

- Louis Guilbeault, Director, Project Management Services, BTY Consultancy Group

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