

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: GovernmentFrameworks.com inc.

Supplier Corporate Jurisdiction: 7219 - 112 Street NW, Edmonton, Alberta T6G 1J4
(the "**Supplier**"), as of

Date of Agreement: November 15, 2024 regarding

RFP No. CAN-2024-013

RFP Title **Enterprise Management System SAAS**
(the "**RFP**").

BACKGROUND

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Term

This Agreement comes into effect on the Effective Date and shall continue in force for **until November 14, 2028**, unless terminated in accordance with its provisions. That initial term may be extended up to **2** times 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.

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) 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 and B.

- (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, D 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 sales reports to Canoe about Member purchases according to 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 Limitation of Liability

In no event shall either party, its affiliates or any of their respective directors, officers, employees, agents, or subcontractors, be liable to the other party for any claim for punitive, exemplary, aggravated, indirect, consequential or special damages in connection with this agreement, including without limitation

damages for loss of profits or revenue, or failure to realize expected savings, howsoever derived. The foregoing shall not supersede the terms of any purchase agreement which provide otherwise.

7.4 Equitable Relief

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

ARTICLE 8 CHANGES AND TERMINATION

8.1 Product and Pricing Change Requests

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

8.2 Reduction in Scope

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

8.3 Termination by Either Party

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

8.4 Termination by Canoe

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

- (a) at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days notice to the Vendor;

- (b) on written notice to the Supplier where the Supplier: (i) commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or equivalent legislation; (ii) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (iii) has a receiver and/or manager appointed over its assets or makes an application to do so; (iv) has a resolution or a petition filed or an order made for its winding up; or (v) ceases to carry on business;
- (c) on thirty (30) days' written notice to the Supplier, following the occurrence of any material change in Canoe's requirements which results from regulatory or funding changes or recommendations issued by any Governmental Authority; or
- (d) on written notice to the Supplier if the Supplier breaches in any material respect any of its obligations or covenants hereunder with respect to Confidential Information or privacy.

8.5 Termination by the Supplier

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

8.6 Orderly Termination

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

8.7 No Limitation of Remedies

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

8.8 Survival

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

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

ARTICLE 9 FORCE MAJEURE

9.1 General

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

9.2 Notice and Performance

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

9.3 Right to Terminate

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

ARTICLE 10 DISPUTE RESOLUTION

10.1 General

- (a) Subject to Section 7.4, in the event of any dispute concerning this Agreement, the Parties agree dispute will be escalated to the highest level of management within their respective organization and given at least seven (7) days to resolve the matter in good faith by such persons. Subject to the provisions of the Agreement, each Party shall continue performing its obligations during the resolution of any dispute, including payment of undisputed amounts then due. If a dispute cannot be resolved between the organizations, the parties agree to resolve the dispute through arbitration.
- (b) This Article 10 shall not:
 - (i) apply to claims by third parties; or
 - (ii) prevent either Party from seeking an injunction or other equitable relief pursuant to Section 7.4.

10.2 Election

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

10.3 Arbitration Site and Arbitrator

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

10.4 Procedure

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

ARTICLE 11 GENERAL

11.1 Notices

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

- (a) delivered in person (including by commercial courier) during a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
- (b) sent by registered mail to the applicable address set forth below; or
- (c) sent by any electronic means of sending messages which produces a paper record (an "**Electronic Transmission**") on a Business Day charges prepaid.

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

- (i) if delivered in person, on the day it was delivered;

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

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

11.2 Contact Information for Notices

Any Notice to Canoe shall be addressed to:

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

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

Any Notice to the Supplier shall be addressed to:

GOVERNMENTFRAMEWORKS.COM INC.
7219-112 Street NW
Edmonton, Alberta, T6G 1J4

Attention: Franz Gangl
Tel: 877-870-0150
Email: Franz@gfwcorp.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 (Nov 13, 2024 08:00 MST)
 Name: Tyler Hannemann
 Title: General Manager

Supplier Legal Name: **GOVERNMENTFRAMEWORKS.COM INC.**

By: 
 Philip Hicks (Nov 10, 2024 15:48 MST)
 Name: Philip Hicks
 Title: CEO

SCHEDULE "A"

RFP PARTICULARS

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

SOLUTIONS-BASED SOLICITATION

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

The scope of this RFP is Enterprise Management Framework software as a service solution. Proponents may include related services to the extent that these solutions are complementary to the solution being proposed. Those services include but are not limited to planning, implementation, data migration, change management, risk management, training, process improvements.

1. Requested Services

Canoe requires providers of Enterprise Management Framework (EMF) software as a service solution to provide a set of structured guidelines, policies, and processes that help public entities (like a municipality, town, city) manage their resources, operations, and services efficiently. The EMF is expected to integrate various departments, systems, and data to ensure that the organization operates cohesively toward its goals.

The ideal solution will address multiple components including planning, process, automation, content management and reporting, data migration and storage.

The goal of a well designed and integrated EMF solution is to act like a master plan for managing all aspects of municipal operations, ensuring that the city functions effectively, meets its objectives, and provides reliable services to the public. The EMF software will support entities with maximizing existing resources, driving efficiency and effectiveness.

The solution should be scalable and adaptable to meet the various needs of Canoe Members.

The solution should include the following components:

Governance:

- to establish the organisational hierarchy and decision-making process within a public entity;
- to define who is responsible for strategic decisions (e.g., elected officials, department heads), as well as who manages day-to-day operations (e.g., department managers).

Operations:

- to integrate operational functions, foster enterprise collaboration and eliminate silos.

The various operational areas may include as applicable:

Accounting Agriculture Animal Control Arts and Culture Asset Management Bylaw Enforcement Cemetery Community Development Community Services Corporate Services Early Childhood Services Economic Development Emergency Services Environmental Services Facilities Maintenance	Family Services Finance Fire Fleet Services Health Services Human Resources Infrastructure development IT Janitorial Services Legal Services Legislative Services Marketing, communication OH&S Parks and Recreation Planning & Development	Police Public Works Procurement Records Services Risk and insurance Road maintenance Senior Services Social Planning Social Services Taxation/Assessment Transit Traffic Control Utility (Electrical, Gas) Water, Wastewater Waste management
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Risk Management:

- to identify, assess and mitigate risks which could impact operations or delivery of public services;
- to help entities prepare for potential issues like budget shortfalls, infrastructure failure, or cybersecurity threats.

Resource Management:

- to allocate and manage human resources, finances and assets to meet the entity's goals;
- to establish protocols for budgeting, and the use of shared resources helping entities ensure departments are adequately staffed, equipped and funded to carry out their responsibilities.

Performance Monitoring and Reporting:

- to provide a structured approach to tracking and assessing the performance of departments and services;
- to create and use metrics and key performance indicators (KPIs) to monitor the effectiveness of services, like waste management or public safety, setting standards to report on how well the entity is meeting its targets.

Compliance and Accountability:

- to ensures all entity operations comply with legal, regulatory and ethical standards;
- to provide clear guidelines for how policies are followed and how accountability is maintained across all levels of government.

Process and Workflow Automation:

- use technology to automate repetitive, manual tasks within entity operations to improve efficiency, reduce human error, and free up resources for more strategic activities;
- improve service delivery and eliminate redundancy;
- streamline operations across departments, enabling faster service delivery, reducing administrative burdens, optimizing resource allocation and service delivery;

- provide clear guidelines for how policies are followed and how accountability is maintained across all levels of government;
- track trends, collect and provide data for analysis and recommendations for improvements;
- enable cross departmental collaboration and provide operational insights.

Data Storage, Conversion, and Management:

- provide secure storage, conversion, and management of data across municipal departments to ensure accurate, accessible, and usable information for decision-making and operations;
- ensures information from various sources and formats (e.g., paper records, different software systems) is standardized and can be integrated into centralized systems.

Technology and Data Integration:

- to ensure all systems (such as finance, human resources, and service delivery platforms) are integrated and that data can be shared securely across multiple departments as required;
- to promote efficiency and collaboration by reducing silos between departments and streamlining data access.

Reporting:

- to provide monitoring and reporting in real time;
- to provide insights into decision making process, opportunities for improvements and resource allocation.

Data Storage:

- All customer data must be stored on servers located in Canada. This is a mandatory requirement.

2. Material Disclosure

Canoe is seeking a comprehensive EMF software as a service solution for its Members. Canoe recognizes not all vendors may offer every component of the required EMF solution described in this RFP. Canoe will evaluate all responses received against the published evaluation criteria in this RFP.

3. 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.

4. 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

Customer data must be stored on servers located in Canada. Proposal who do not comply with this requirement will be deemed non compliant and not evaluated further by Canoe.

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 type their response in the questionnaires in Canoe's procurement portal.

Non-Price Rated Criteria Category	Points	Minimum points
Program offering -Depth and breadth of software components offered -Integration, compatibility, risk mitigation capabilities of proposed solution for members	25	19
Experience with public sector clients	20	12
Data conversion, storage and integration capabilities	15	8
Marketing and training plan Member access to services	10	6
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 and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

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-2024-013 - Enterprise Management System SAAS

Opening Date: September 16, 2024 3:07 PM

Closing Date: October 11, 2024 3:00 PM

Vendor Details

Company Name: GovernmentFrameworks.com inc.

Does your company conduct business under any other name? If yes, please state: GovernmentFrameworks.com

Address: 7219 - 112 Street NW
Edmonton, Alberta T6G 1J4

Contact: Franz Gangl

Email: Franz@gfwcorp.com

Phone: 877-870-0150

Fax: 604-603-5528

HST#: 80836 9938 RT0001

Submission Details

Created On: Monday September 16, 2024 19:26:10

Submitted On: Friday October 11, 2024 13:07:47

Submitted By: Philip Hicks

Email: philip@gfwcorp.com

Transaction #: a6216fd3-6c87-4623-bd26-8f5e15913a0b

Submitter's IP Address: 75.158.220.42

Proponents must review and complete the requirement lists and questionnaires as part of their submission.

Data Storage - Canada

Customer data must be stored on servers located in Canada. Proposal who do not comply with this requirement will be deemed non compliant and not evaluated further by Canoe.

Data storage	Answer *
Describe how and where member data is stored in Canada.	Our Solution utilizes both Amazon Web Services and Microsoft Azure, with all data residing in Canada. Further details are provided in Appendix C in the document attached to this submission, which outlines further information around each product we utilize in our solution offering. Please refer to appendix C in the attached document for further information.

Bill S-211 declaration

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

Corporate Profile

Line Item	Question	Response *
1	Proponent Legal Name (and applicable d/b/a if any):	GovernmentFrameworks.com inc.
2	Proponent Address:	7219 112 St NW Edmonton Alberta T6G 1J4 Canada
3	Proponent website address:	www.governmentframeworks.com
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Philip Hicks CEO philip@gfwcorp.com +1 780 218 8400 7219 112 st nw Edmonton Alberta T6G 1J4 Canada
5	Proponent's primary contact for this proposal (name title address email address & phone):	Philip Hicks CEO philip@gfwcorp.com +1 780 218 8400 7219 112 st nw Edmonton Alberta T6G 1J4 Canada
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	NA
7	Proponent GST registration number:	808369938TR0001
8	If the Proponent is representing a consortium, each member of that consortium.	NA
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>Established in 2013, GovernmentFramworks.com Inc is headquartered out of Edmonton, Alberta, with a collaborative team of 50 senior-level consultants located across Canada, the US, Australia, and New Zealand. During the period of operation, GovernmentFramworks.com has not only remained profitable with positive cash flow but has consistently grown year-on-year despite market downturns caused by COVID-19.</p> <p>GovernmentFrameworks.com (GFW) is a comprehensive solution for local government leaders who desire sustainable transformation and continuous improvement. The Local Government Framework © & FARMER is a proven low-risk method, for digital and workforce governance that communicates alignment to community needs and provides greater visibility, accountability, and increased service capabilities. We deliver this Framework domestically & internationally, from small rural Indigenous Councils to some of the largest city councils in the counties we serve.</p> <p>Our core competencies are focused through our five (5) pillars of planning, process mapping, process automation, content services and reporting.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	NA

Geographical coverage for offering

Line Item	Province/Territory	Do you offer services in this area? *	Area included in your offering for this RFP *	Comments
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have french speaking staff for sales and support
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
11	Québec	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have french speaking staff for sales and support
12	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Experience with public sector clients

Describe your experience.

Question	Reponse *
Describe your public sector experience, standing offers or vendor of record type of contractual arrangement with public sector entities.	Our Public Sector experience is primarily with Local Government (Towns, Cities, Counties, Districts) for over 10 years. We currently have no standing offers in place in Canada.
Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	N/A
What is your Canadian public sector market share for the solutions that you are proposing?	Currently, we have no direct competition for our flagship solution FARMER. Our market share is 100% based on FARMER. The Addressable market for our solution is all 6800 government entities that Canoe represents, and with our current customer base in Canada around 50 municipalities, there is significant growth to be shared in this partnership.
What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	1. We deliver an affordable managed service connecting Forms, Automation, Records Management and Executive Reporting as an integrated solution (FARMER) 2. Scalable with low upfront costs - we have taken what traditionally is huge upfront costs and broken it down to a cost per use for as low as 80 cents. 3. This is a low-risk, proven solution already used in Local Government in Canada that allows municipalities to solve immediate pain points where they can easily upgrade to a full experience of planning, process mapping and records management software when they are ready.
If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Certified partner and reseller for Laserfiche, Cascade and ProcessPro

Program offering

Describe your program offering using plain language.

Question	Reponse *	Describe the capabilities of your solution. *	Provide an example from a current user. *
Does your solution offers services related to planning?	Yes	<p>Government Frameworks provides an Integrated Planning and Reporting (IP&R) framework specifically designed to help local governments align long-term visions with service delivery, infrastructure development, and financial planning. Our IP&R framework enhances decision-making, optimizes resource allocation, and strengthens community relationships, ensuring efficient governance and superior outcomes for residents.</p> <p>Key Features of Our IP&R Framework:</p> <p>Community Strategic Plan, Delivery Program, Annual Operational Plan</p> <p>Corporate Planning & Reporting: Facilitates strategy development and oversight with enhanced visibility and comprehensive division reporting.</p> <p>Business Planning: Offers customizable templates for business cases and ensures alignment with strategic goals.</p> <p>Digitized Planning Details: Breaks down objectives into actionable tasks and evaluates the health of strategic outcomes.</p> <p>Progress Monitoring: Provides KPI tracking, engagement prompts, and detailed success reporting.</p> <p>Our IPR framework enables municipalities to effectively connect corporate strategy with daily operations, fostering accountability and comprehensive reporting.</p> <p>For more detailed information, please refer to the accompanying document.</p>	Fraser Valley Regional District uses our Strategic & Operational planning software to report to its board/officials.

Does your solution offers services related to implementation?	Yes	<p>Government Frameworks provides comprehensive implementation services for all our solutions, ensuring a seamless transition and effective adoption across local government operations. Our approach is designed to cater to the unique requirements of each municipality, facilitating the successful deployment of our integrated software solutions.</p> <p>Key Capabilities of Our Implementation Services: Dedicated Project Management: Our experienced project management team guides each implementation, coordinating efforts among stakeholders, managing timelines, and ensuring that project goals are met efficiently.</p> <p>Tailored Implementation Plans: We develop customized implementation plans that align with the specific needs and objectives of the municipality, ensuring a relevant and effective deployment strategy.</p> <p>Rapid Deployment Methodology: Our proven rapid deployment methodology accelerates the implementation process, minimizing disruption and enabling municipalities to realize the benefits of our solutions quickly.</p> <p>Comprehensive Training Programs: We provide extensive training tailored to different user levels, ensuring that all staff members are proficient in using our solutions. This includes hands-on training, user manuals, and ongoing support resources.</p> <p>Data Migration and Integration: Our implementation services include robust support for data migration, ensuring a smooth transfer of existing data from legacy systems to our new solutions while maintaining data integrity and continuity of operations.</p> <p>User Acceptance Testing (UAT): We incorporate UAT in the implementation process, allowing users to validate the system's functionality and confirm that it meets operational requirements before going live.</p> <p>Post-Implementation Support: Our commitment to our clients extends beyond deployment. We offer ongoing support to address any issues that arise and provide enhancements based on user feedback, ensuring that municipalities continue to optimize their use of our solutions.</p> <p>By leveraging these capabilities, Government Frameworks ensures a successful implementation process for all our solutions, empowering local governments to enhance their operations and better serve their communities.</p> <p>For further details, please refer to the accompanying document.</p>	Wheatland County: Are using our services to implement, FARMER, ProcessPro, Laserfiche and Cascade.
Does your solution offers services related to data migration?	Yes	<p>Government Frameworks provides robust data migration capabilities that facilitate the seamless transfer of information from legacy systems to our integrated solutions. We recognize that effective data management is critical for local governments to enhance their operations and decision-making processes. Our data migration services are designed to ensure data integrity, accuracy, and accessibility throughout the transition.</p> <p>Key Capabilities of Our Data Migration Solutions: Comprehensive Data Assessment: Our solution begins with a thorough assessment of existing data structures and formats. This analysis helps identify the scope and specific requirements for the migration, ensuring that all relevant data is captured.</p> <p>Data Mapping and Transformation: We offer advanced data mapping tools that align existing data with the new system's structure. This capability ensures that data relationships, hierarchies, and formats are preserved during the migration process.</p> <p>Flexible Data Extraction Options: Our solution supports a variety of data extraction methods, allowing for the retrieval of information from multiple sources, including databases, spreadsheets, and legacy systems. This flexibility ensures that all necessary data can be effectively captured for migration.</p> <p>Data Quality Assurance: Our data migration process includes built-in quality assurance checks that validate data accuracy and completeness. We implement data cleansing techniques to remove duplicates, correct errors, and standardize formats, ensuring that only high-quality data is migrated.</p> <p>Secure Migration Protocols: We prioritize data security throughout the migration process. Our solution employs secure transfer protocols and encryption methods to protect sensitive information during transit, ensuring compliance with data protection regulations.</p> <p>Post-Migration Validation: After migration, our solution includes tools for validating the integrity and functionality of the migrated data within the new system. This capability ensures that all data is accurately represented and accessible for end-users.</p> <p>Ongoing Data Management Support: We provide ongoing support to help local governments manage their data post-migration. Our tools assist in data governance, archiving, and retention policies, ensuring that municipalities can maintain data integrity and accessibility over time.</p> <p>Government Frameworks is dedicated to ensuring a smooth and effective data migration process for local governments. Our comprehensive data migration solutions are designed to enhance operational efficiency and decision-making by facilitating the seamless transfer of high-quality data from legacy systems. With a strong focus on data integrity, security, and ongoing management support, our services empower municipalities to fully utilize their data in their new systems, ultimately leading to improved service delivery and community engagement.</p>	Wheatland County: We are migrating legacy records management and process data into our frameworks and FARMER solution

Does your solution offers services related to change management?	Yes	<p>Government Frameworks understands that organizational change is a complex process that requires careful consideration and support. Our approach to implementation seamlessly integrates change management principles to ensure that key stakeholders are effectively supported throughout the transition phase.</p> <p>Key Capabilities Integrated into Our Implementation Methodology:</p> <p>Stakeholder Involvement: Our project implementation methodology emphasizes the importance of engaging stakeholders at all levels. We actively involve key personnel from the beginning to gather insights and foster a sense of ownership over the new processes and systems.</p> <p>Training and Skill Development: We prioritize comprehensive training programs that are aligned with the implementation process. These programs equip staff with the necessary skills to utilize the new solutions effectively, minimizing disruption and enhancing user confidence.</p> <p>Clear Communication: Our implementation methodology includes communication to keep all stakeholders informed throughout the transition/implementation phase. Regular updates about project milestones, timelines, and benefits ensure that everyone is on the same page and understands the changes being made.</p> <p>Support During Transition: Throughout the implementation process, we provide ongoing support to address any concerns or challenges that may arise. This proactive approach helps to manage resistance to change and encourages a positive attitude toward the new solutions.</p> <p>Feedback Mechanisms: We incorporate mechanisms for gathering feedback during and after the implementation phase. This allows us to make necessary adjustments and improvements to the process, ensuring that it meets the needs of the organization effectively.</p> <p>Post-Implementation Support: Following the deployment of new systems, we continue to provide support to help organizations fully integrate these solutions into their daily operations. Our focus remains on ensuring that stakeholders feel confident and supported in using the new systems.</p> <p>By embedding change management principles into our project implementation methodology, Government Frameworks ensures that local governments are well-equipped to navigate organizational change. This integrated approach minimizes disruption and enhances the overall effectiveness of the transition, ultimately leading to improved service delivery and operational efficiency.</p>	Yes, we provide a training and development program to help with the implementation and the development of professional skills to utilize best the tools we implement. All customers are provided with this service.
Does your solution offers services related to risk management?	Yes	<p>Government Frameworks delivers a comprehensive Enterprise Risk Management System designed to meet the unique needs of local governments. Our intuitive interface provides both the structure and flexibility necessary for effective risk management, ensuring that organizations can adapt to current and future challenges.</p> <p>Key Capabilities of Our Enterprise Risk Management System:</p> <p>Fully Integrated Risk Management Framework: Our system is fully integrated, allowing for seamless connections between various modules, such as Strategic Planning, as well as other external systems with open APIs or data export capabilities (.csv). This flexibility ensures that all aspects of risk management are interconnected and easily accessible.</p> <p>Customizable Risk Management Plans: Risk plans can be tailored to meet the specific requirements of each organization. This customization allows for targeted risk capture, ensuring that all necessary information is collected in accordance with organizational policies.</p> <p>Focus Areas for Risk Organization: Risks can be categorized into various focus areas, allowing organizations to group risks based on active and residual categories or other preferred methods. This organization facilitates clearer insights into risk profiles and management strategies.</p> <p>Parent-Child Risk Relationships: Our platform allows for risks to be structured hierarchically, with parent risks linked to multiple risk actions. This feature provides a comprehensive view of risk management, including associated audit recommendations and the status of each risk.</p> <p>Role-Based Accountability: All risks, risk actions, and audit findings are linked to specific roles within the organization, ensuring that responsibilities are clearly defined. This role assignment guarantees that each risk has an assigned owner who is accountable for its management.</p> <p>Dynamic Updates with HRMS Integration: When connected to a Human Resource Management System (HRMS), our solution automatically detects and updates role assignments. This capability ensures that risk ownership remains current, even as organizational structures change or staff move.</p> <p>Integration with Teamwork Boards: Risk actions can be integrated into individual or team boards, ensuring that accountability is maintained. If a user's role changes, the risks for which they are accountable will automatically update, streamlining the management process.</p> <p>Government Frameworks' Enterprise Risk Management System is designed to empower local governments to effectively prevent and manage critical risks, including financial, legal, regulatory compliance, enterprise, and operational risks. With its comprehensive features and flexible integration options, our platform enhances organizational resilience and supports informed decision-making.</p> <p>For more detailed information, please refer to the accompanying document.</p>	Maitland municipality utilizes our Risk and Audit framework.

Does your solution offers services related to training for employees?	Yes	<p>Government Frameworks understands that training is a crucial component of any successful implementation project. Our approach to training is designed to empower employees not only during the initial rollout of our solutions but also throughout their ongoing use and development.</p> <p>Training During Implementation During the implementation phase, we provide comprehensive training programs tailored to the specific needs of your organization. This ensures that all team members are equipped with the knowledge and skills necessary to effectively use the new systems. Our training includes:</p> <p>Hands-On Training Sessions: Interactive sessions that allow employees to familiarize themselves with the system in a supportive environment. These sessions can be customized to address the varying needs of different user groups.</p> <p>User Manuals and Resources: We provide detailed user manuals and online resources to support staff in their learning journey. These materials serve as valuable references long after the initial training.</p> <p>Ongoing Support: Our team remains available to address questions and provide guidance during the transition to the new system, helping to ensure a smooth adaptation process.</p> <p>Training & Development Program Recognizing that training should extend beyond implementation, Government Frameworks offers a robust Training & Development program designed to foster continuous learning and system mastery. This program includes:</p> <p>Empowerment and Ownership: The Training & Development program is designed to empower your team to take ownership of the system. We guide them as they grow in their understanding and capabilities, helping to embed the system into the organizational culture.</p> <p>Ongoing Engagement: We actively engage with your nominated team members after the project implementation, providing continuous learning opportunities and support. This ensures that employees remain proficient in using the system and can adapt to any updates or changes effectively.</p> <p>Adaptable Learning Paths: Our program offers customizable learning paths that cater to different roles and responsibilities within your organization, ensuring that every employee receives the training relevant to their position.</p> <p>We recognize that effective training is essential for the long-term success of any project. Our comprehensive training services, combined with our ongoing Training & Development program, ensure that your employees are well-equipped to leverage our solutions to their fullest potential. This commitment to continuous learning and support helps organizations realize the full value of their investment in our systems.</p> <p>For more detailed information, please refer to the accompanying document.</p>	Yes, we provide a training and development program to help with the implementation and the development of professional skills to utilize best the tools we implement. All customers are provided with this service.
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Does your solution offers services related to process improvements?	Yes	<p>Government Frameworks is committed to enhancing organizational processes through our innovative solutions, specifically FARMER and ProcessPro. These tools are designed to streamline operations, secure organizational knowledge, and foster continuous improvement across all levels of the organization.</p> <p>Process Improvements with FARMER The FARMER solution is specifically engineered to drive process improvements within local governments and other organizations. It provides a robust framework for automating and optimizing workflows, resulting in increased efficiency and effectiveness. Key features include:</p> <p>Workflow Automation: FARMER automates repetitive tasks, significantly reducing the time and effort required to complete processes. This automation minimizes the risk of human error and allows staff to focus on higher-value activities.</p> <p>Standardization of Processes: By implementing standardized workflows, organizations can ensure consistency in service delivery. This standardization not only enhances the quality of outcomes but also simplifies employee training and onboarding.</p> <p>Data-Driven Insights: FARMER provides analytics and reporting tools that enable organizations to monitor performance and identify bottlenecks in processes. These insights facilitate informed decision-making and continuous improvement efforts.</p> <p>Enhancing Processes with ProcessPro ProcessPro complements FARMER by further enhancing organizational processes through its comprehensive process management capabilities. Implementing ProcessPro offers several advantages:</p> <p>Visual Process Mapping: ProcessPro allows organizations to visually map out their processes, making it easier to understand workflows and identify areas for improvement. This clarity helps streamline operations and fosters a culture of continuous improvement.</p> <p>Securing Organizational Knowledge: By documenting processes within ProcessPro, organizations capture valuable institutional knowledge. This documentation ensures that critical information is retained, even as personnel change, minimizing the risk of knowledge loss.</p> <p>Streamlined Employee Education and Compliance: ProcessPro simplifies training by providing employees with easy access to documented processes and procedures. This accessibility enhances understanding and compliance, ensuring that all team members are aligned with organizational standards.</p> <p>Continuous Improvement Framework: Both FARMER and ProcessPro support a culture of continuous improvement. By regularly reviewing and refining processes, organizations can adapt to changing needs and enhance operational efficiency over time.</p> <p>Together, FARMER and ProcessPro provide a powerful combination for driving process improvements within organizations. By automating workflows, securing knowledge, and enhancing employee education, our solutions empower local governments and other entities to operate more efficiently and effectively. This commitment to process excellence ultimately leads to better service delivery, improved compliance, and a more knowledgeable workforce.</p> <p>For more detailed information, please refer to the accompanying document.</p>	Town of Grand Bay Westfield has implemented our Process Mapping solution.
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Does your solution offers services related to performance monitoring and reporting?	Yes	<p>Government Frameworks provides a comprehensive performance monitoring and reporting solution designed to empower local governments and organizations to track their effectiveness and enhance decision-making. Our platform enables stakeholders to access real-time data and insights, facilitating a proactive approach to performance management.</p> <p>Key Capabilities of Our Performance Monitoring and Reporting Solution:</p> <p>Integrated Performance Dashboards: Our solution features customizable dashboards that provide a holistic view of organizational performance. Stakeholders can easily monitor key performance indicators (KPIs), enabling them to assess progress toward strategic objectives at a glance.</p> <p>Real-Time Data Tracking: The platform allows for real-time tracking of performance metrics, ensuring that decision-makers have access to the most current information. This immediacy supports timely interventions and informed decision-making.</p> <p>Comprehensive Reporting Tools: Government Frameworks offers robust reporting capabilities that enable users to generate detailed performance reports tailored to specific needs. Reports can be customized to highlight various aspects of performance, from operational efficiency to service delivery outcomes.</p> <p>Automated Reporting Functions: Our system streamlines the reporting process by automating data collection and report generation. This efficiency reduces administrative burdens and ensures that reports are consistently up to date.</p> <p>KPI Development and Monitoring: We assist organizations in defining and monitoring KPIs that align with their strategic goals. This focus on measurable outcomes ensures that performance management efforts are targeted and relevant.</p> <p>Data Visualization: Our solution includes advanced data visualization tools that transform complex data sets into easily interpretable graphics and charts. This capability enhances understanding and communication of performance metrics across the organization.</p> <p>Performance Evaluation and Benchmarking: Organizations can evaluate their performance against established benchmarks or industry standards, facilitating continuous improvement efforts. This comparative analysis allows for the identification of best practices and areas needing attention.</p> <p>Stakeholder Engagement: Our platform promotes transparency and accountability by allowing stakeholders to access performance data. This visibility fosters trust and encourages collaboration in achieving organizational goals.</p> <p>The performance monitoring and reporting solution is designed to provide local governments and organizations with the tools necessary for effective performance management. By offering real-time tracking, customizable reporting, and advanced data visualization, our solution empowers stakeholders to make informed decisions, enhance operational efficiency, and drive continuous improvement.</p> <p>For more detailed information, please refer to the accompanying document.</p>	Wetaskiwin County under the guidance of Rod Hawken and Frank Coutney (former CAO's) implemented Service level reporting for the county.
	NA	NA	NA

Program offering - Integration, compatibility, risk mitigation

Describe the integration, compatibility, risk mitigation capabilities of proposed solution for members

Question	Response *
List the departments where your solution can be utilised.	Accounting, Agriculture, Animal Control, Arts and Culture, Asset Management, Bylaw Enforcement, Cemetery, Community Development, Community Services, Corporate Services, Early Childhood Services, Economic Development, Emergency Services, Environmental Services, Facilities Maintenance, Family Services, Finance, Fire, Fleet Services, Health Services, Human Resources, Infrastructure development, IT, Janitorial Services, Legal Services, Legislative Services, Marketing, communication, OH&S, Parks and Recreation, Planning & Development, Police, Public Works, Procurement, Records Services, Risk and Insurance, Road maintenance, Senior Services, Social Planning, Social Services, Taxation/Assessment, Transit, Traffic Control, Utility (Electrical, Gas), Water, Wastewater, Waste management
Explain how your solution integrates the various operational areas.	Example 1: At St Paul County, we have a digital form that captures fire permit requests from residents that includes the exact geo-location from a digital Google map. This form has a workflow for approval that connects the residents' applications to the fire guardian, the records manager, and the dispatch service/fire department. When the resident submits the online application, the permit request is visually available for the fire department to see all pending, current, and expired fire permits on a visual map. This allows them to quickly identify any controlled fire burns within close proximity to the 911 call. This allows them to call the permit holder and prevent unnecessary dis/watching of essential emergency personnel. In reverse, we can start from the Strategic Plan to the Form: The Strategic plan calls for a "safe community", with outcomes of having sufficient emergency services resources to meet the needs of the community. This Solution can report back the number of "prevented" false call-outs due to the connection between the fire permit data being made available in a timely fashion and not buried in an email inbox somewhere never to be seen in a Strategic Plan report.
List any exclusions or limitations.	Custom integration to other software systems is excluded and charged for separately as and when required. We find that this is not a major issue as the majority of our local government clients find the functionality of FARMER, Cascade, Laserfiche, and ProcessPro sufficient.
Explain the risks associated with your solution implementation an how you will mitigate them.	Scope creep - our clients in the past have used a project like this to "re-engineer" all of their processes and by doing so have spent months talking about the work and not actually doing it. We have refined our approach to focus on the quick wins of digitling forms, processes, records, and reporting and allowing the customer to make improvements over time whilst allowing them to gain quick wins on the project.
Provide a list of typical KPI entities can consider in order to measure the performance and effectiveness of your proposed solution.	Hours saved: 15,000-100,000+ hours of administrative time using our proven technology Reduction and eliminates errors i.e. reduction in 311 calls asking for forms help Number of digital forms used by residents vs paper forms Number of digital forms used by staff vs paper forms Number of records filed per month
Describe the implementation process utilized for your most recent public sector client. Include milestones, timelines and resource allocation.	Project Approach Our project approach is a blend of waterfall and agile. At a high-level project, we take a waterfall approach. However, when developing in Laserfiche, such as the repository, forms, and workflows, we leverage the Cloud infrastructure to iterate – an agile approach that saves time and resources. Discovery: Our project approach starts with an overall project discovery workshop and scoping session followed by an inventory of systems, processes, and information (both physical and electronic). Desired business outcomes are validated and confirmed. Forms and Business Processes are discovered through our FARMER onboarding workshop and discovery questionnaire followed by meetings with departmental subject matter experts (SMEs). The Laserfiche Cloud environment is used throughout the discovery process to facilitate knowledge learning, and to shorten design and release cycle times. Design: Using the Laserfiche Cloud environment, we have streamlined the design process to be more iterative. As a result, we can reduce the number of meetings and design hours required. Stakeholders see the results of the design effort and changes quickly, maintaining project momentum. Scope is controlled by referencing the desired business outcomes. Release: Designs are released frequently for testing by the client, to capture immediate feedback and to facilitate iteration on the response to the feedback. Final releases are approved by the client and released into production. We often see 1 iteration cycle (design-release) for more straightforward forms and processes, but sometimes more for complex processes. A recent Project with the MD of Taber in Alberta: 1. Meeting with Executive - Kick off 2. Manager meetings to collect forms and scope each workflow 3. Consolidate the list of forms and prioritize with the executive 4. Develop the forms & workflows 5. User acceptance testing 6. Go Live Client workload is about 1-2 hours per manager. The timeline depends on the complexity and availability of staff to confirm the workflow functions and how they need it to be before it goes live ranges from 2-12 weeks.
Provide a list of the applications which can be eliminated by adopting your solution.	Adobe sign, DocuSign, Sharepoint, Envisio, ClearPoint, Visio, Promapp, Nintex, Power Automate, Jotfrom, Infor, Box, M Files, Granicus, e-scribe, icompass, Civicweb, Trim, Nuxeu, Alfresco, Onbase, Open Text, Perceptive, Beanworks, PCD Citywide Solutions, Cloud Permit, Quadient AR by YayPay, Medius -AP Automation, Supplier Payment and more, FileHold, Image advantage,Diligent
Provide a list of the softwares, databases, applications, system which are compatible with the solution you are providing.	Microsoft Office, Sharepoint, Outlook, Word, Excel, PDF, MS SQL, Oracle, SAP, Diamond, Munisoft, Munisys, Sylogist(Bellamy), e-sites, Sage.
	No question is visible to the left.

Engagement , Marketing and Training

Line Item	Question	Response *
1	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	Our customer is the Chief Administrative Officer(CAO) within a Municipality. We actively sponsor & attend in-person municipal conferences all across Canada. We build relationships with CAO's to foster a relationship-based sales approach.
2	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?	We expect to be able to leverage both our Marketing budget and Canoe's. For example in 2024 Both Canoe and GovernmentFrameworks.com were platinum sponsors for CAMA in Banff, Alberta. We have an exciting opportunity to "pool" our resources to work smarter together to either save costs or expand our presence and grow our market share.
3	Describe how you will train your sales force and distribution 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.	Canoe saves over 250+ hours for a municipality to go out to tender. This doesn't include the 'elapsed' time of a tender either(weeks to months). We anticipate this will save 12 weeks of sales time per deal and will be used by all GovernmentFrameworks.com sales staff. All staff will be required to use the canoe contract and this will be made part of their employment contract with GovernmentFrameworks.com
4	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.	Start up - GFW would make a joint announcement and post to social media, we would review the municipal conferences in Canada and come up with an agreed spend/approach between Canoe and GFW to maximize our marketing dollars We would like for Canoe to attend our global conference in Fiji, December 4-6 to make a formal announcement at our conference. Ongoing: In-person meetings every 8 weeks to review customers/contacts and mutual ways to introduce each other to gain more business based of each business's established relationships in the market.
5	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?	We will be monitoring and ensuring all net new sales in Canada that fall under this contract and will utilize the canoe contract.
6	Describe your commitment to attending and/or sponsoring member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	Last year alone GovernmentFrameworks spent close to \$300,000 on sponsoring municipal association events across Canada. We have dedicated sales resources that already attend events in BC, AB, SK, MB, ON, NB, NS, PEI, NFLD, QB. This is essential to building relationships to help us sell.
7	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	Sponsored, attended, and exhibited at CAMA, ARMA, RMA, LGAA, OMA, AMCTO, MISA, ROMA, LGMA, AMANS, AMANB, ADMQ, SUMA, IIMC, UMASS

Data conversion, storage and integration capabilities

Question	Response
Describe your data conversion, storage and integration capabilities.	<p>Government Frameworks provides robust data migration capabilities that facilitate the seamless transfer of information from legacy systems to our integrated solutions. We recognize that effective data management is critical for local governments to enhance their operations and decision-making processes. Our data migration services are designed to ensure data integrity, accuracy, and accessibility throughout the transition.</p> <p>Key Capabilities of Our Data Migration Solutions:</p> <p>Comprehensive Data Assessment: Our solution begins with a thorough assessment of existing data structures and formats. This analysis helps identify the scope and specific requirements for the migration, ensuring that all relevant data is captured.</p> <p>Data Mapping and Transformation: We offer advanced data mapping tools that align existing data with the new system's structure. This capability ensures that data relationships, hierarchies, and formats are preserved during the migration process.</p> <p>Flexible Data Extraction Options: Our solution supports a variety of data extraction methods, allowing for the retrieval of information from multiple sources, including databases, spreadsheets, and legacy systems. This flexibility ensures that all necessary data can be effectively captured for migration.</p> <p>Data Quality Assurance: Our data migration process includes built-in quality assurance checks that validate data accuracy and completeness. We implement data cleansing techniques to remove duplicates, correct errors, and standardize formats, ensuring that only high-quality data is migrated.</p> <p>Secure Migration Protocols: We prioritize data security throughout the migration process. Our solution employs secure transfer protocols and encryption methods to protect sensitive information during transit, ensuring compliance with data protection regulations.</p> <p>Post-Migration Validation: After migration, our solution includes tools for validating the integrity and functionality of the migrated data within the new system. This capability ensures that all data is accurately represented and accessible for end-users.</p> <p>Ongoing Data Management Support: We provide ongoing support to help local governments manage their data post-migration. Our tools assist in data governance, archiving, and retention policies, ensuring that municipalities can maintain data integrity and accessibility over time.</p> <p>Government Frameworks is dedicated to ensuring a smooth and effective data migration process for local governments. Our comprehensive data migration solutions are designed to enhance operational efficiency and decision-making by facilitating the seamless transfer of high-quality data from legacy systems. With a strong focus on data integrity, security, and ongoing management support, our services empower municipalities to fully utilize their data in their new systems, ultimately leading to improved service delivery and community engagement.</p> <p>Each Solution stores data in Canada on both Amazon web services and Azure. Each Solution comes with at least 1 TB of storage and additional storage can be purchased if needed.</p>
Describe any restrictions or exclusions relates to data conversion, storage and integration capabilities.	<p>Our solution comes with at least 1 TB of storage and additional storage can be purchased if needed. Scanning of documents is excluded and priced separately. Custom integration to other software systems is excluded and charged separately as and when required. We find that this is not a major issue as the majority of our local government clients find the functionality of FARMER, Cascade, Laserfiche, and ProcessPro sufficient.</p>

Member access to services

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

Question	Response
List the necessary steps for a Canoe member to access your proposed solution should you be awarded a contract. Include details on how members can access information, timelines, pricing, discounts, get a quote/proposal and place an order should the Member decide to proceed with implementation.	<p>Prospects need to contact GFW via our website or phone.</p> <p>Our local sales rep will contact them to arrange a demo and present a proposal.</p> <p>Pricing and Proposal can be given on the same day for fast turnaround.</p> <p>GFW will organize a contact information pack for your team to reference with the relevant local resources to connect prospects with.</p>
In a case where your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation?	<p>If for example, the customers were under contract for \$50,000 with GFW prior to Canoe, and they now choose to leverage Canoe we would pay Canoe based on the growth of the account upsell. For example, the customer purchases \$150,000 more through Canoe, we will pay the \$150,000 amount, and the prior \$50,000 stays with GFW.</p>

Reporting

Question	Response
Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with CANOE including validating that CANOE Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract.	<p>Each month we will provide a list of all net new sales that fall under the canoe contract and provide this to Canoe. This report can show the price alignment/variance each month along with the commission payable to Canoe.</p>
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	<p>We will provide a monthly report by client of net new sales broken down by item and total amounts with the amount owed to canoe</p>
Do you allow public entities to order from multiple contracts and GPOs?	<p>We have customers who will sign multiple GFW contracts. For clarity, we do not have other partnerships like Canoe, this will reduce any room for confusion on contracts/sales/commissions etc.</p>
If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	<p>NA</p>

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 PDF document per item requested.

The maximum size is 10 MB.

Do not include generic promotional marketing materials, 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.

- [Pricing list with % discount structure](#) - RMA pricing GFW.pdf - Thursday October 10, 2024 23:59:50
- [Sample licence agreement](#) - Combined license agreements Laserfiche ProcessPro Cascade.pdf - Thursday October 10, 2024 23:20:47
- [Additional Document](#) - GFW_CANOETender_Response.pdf - Friday October 11, 2024 12:38:45

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

1.7 Rights of Canoe Procurement Group of Canada – General

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

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

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

1.7.1 No Prohibited Conduct

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

1.7.2 Disclosure of Information

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

1.8 Governing Law and Interpretation

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

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

End of PART D



I have the authority to bind the Proponent.

- Philip Hicks, CEO, GovernmentFrameworks.com inc.

Conflict of Interest

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 03 Wed October 9 2024 10:02 AM	<input checked="" type="checkbox"/>	2
Addendum 02 Tue October 1 2024 10:54 AM	<input checked="" type="checkbox"/>	2
Addendum 01 - CAN-2024-013 Thu September 19 2024 08:22 AM	<input checked="" type="checkbox"/>	2

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 Grande Prairie	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 Whitby	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 Etton	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