

## 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: N. Harris Computer Corporation

Supplier Corporate Jurisdiction: 8333 Eastlake Drive, Suite101 Burnaby, British Columbia, V5A 4W2  
(the "**Supplier**"), as of

Date of Agreement: April 20, 2026 regarding

RFP No. CAN-2026-001

RFP Title Public Sector Enterprise Resource Planning (ERP) Software  
(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.

**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 (Jul 13, 2025 12:55:12 MDT)  
 Name: Tyler Hannemann  
 Title: General Manager

By:   
 Name: Stéphanie Dion  
 Title: Manager of Procurement

Supplier Legal Name: N. Harris Computer Corporation

By:   
 Name: Bryce Harward  
 Title: Executive Vice President

**SCHEDULE "A"**

**RFP PARTICULARS**

## **PART B – RFP PARTICULARS**

### **A. THE “DELIVERABLES”**

#### **SOLUTIONS-BASED SOLICITATION**

This solicitation process is structured as a solutions-based solicitation, indicating that Canoe is seeking services aligned with the general requirements outlined in the scope of this RFP and consistent with widely accepted industry standards.

The objective of this RFP is to identify and engage qualified suppliers capable of delivering a comprehensive portfolio of Public Sector Enterprise Resource Planning (ERP) Software to support the operational needs of municipalities, cities, federal provincial governments, academic institutions and healthcare organizations. Proponents may include related services provided these are complementary to the proposed commodities.

### **B. REQUESTED SERVICES**

Canoe is seeking proposals from qualified suppliers for Enterprise Resource Planning (ERP) Software for both Integrated ERP Suite and best of breed models.

The Proponent must primarily provide an ERP solution. Proponents whose main products are unrelated systems, such as emergency management, land-use planning, permitting, or inspections software, will not meet this requirement unless they also supply a full ERP solution as their primary offering.

The proposed solution must be an ERP solution that natively supports, at minimum, the following core administrative capabilities for public entities without relying on multiple standalone software products:

- integrated financial management
- general ledger, payables, receivables
- procurement and contract lifecycle management
- HR, payroll, and timekeeping
- budget development, forecasting, and reporting
- asset management and work management
- workflow automation, audit trail, and role-based access
- analytics and reporting within the SaaS environment
- vendor-hosted, vendor-maintained, continuously updated

The following three types of solutions are acceptable:

#### **Model 1. Integrated ERP Suite solution**

A single, unified Enterprise Resource Planning system that delivers the core administrative functions—finance, HR/payroll, procurement, budgeting, taxation, utilities, reporting—within one integrated platform and one data model. These systems are designed to operate as a cohesive whole rather than as combined standalone applications.

#### **Model 2. Best-of-Breed solutions**

An ERP solution delivery approach where the ERP platform provides core administrative functions and specialized third-party applications are used for specific business needs. The ERP must expose open, well-documented APIs to support secure, reliable integration, and must remain the primary system of record for administrative data provided that:

- the ERP platform includes open, well-documented APIs or connectors.
- integration with third-party systems can be accomplished in a straightforward manner; and
- the ERP platform remains the system of record for core administrative functions.

### **Model 3. Specialty Municipal Systems solutions**

Smaller-scope municipal systems that provide important but limited administrative functionality (such as AP automation, taxation, utility billing, or legacy finance functions) but do not constitute a full ERP solution as described above. Software for emergency management, land-use planning, permitting, GIS or inspections are not included in this RFP.

Solutions assembled from separate products, or solutions primarily designed for unrelated domains (such as emergency management, permitting, land planning, or inspections systems), will be considered non-compliant unless they form part of a unified ERP solution.

Proponents are expected to provide a broad selection of services at reduced prices, offering better value than they typically would to federal and provincial governments, municipalities, cities, academic institutions and school boards. They must address a wide variety of applications and equipment needs. These products, services and/or goods are designed to support or complement the proposed equipment, products, or services, helping maintain smooth operations, greater efficiency, and long-term effectiveness in these sectors.

Canoe prefers suppliers that provide a sole source of responsibility for the services provided under a resulting master agreement. If a proponent is including products, and services of its subsidiary entities, the proponent must also identify all included subsidiaries in its proposal. If proponent requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the products or services will be provided to Members, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Members under a resulting Program Agreement.

It is expected that proponent's have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

#### **1. 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.

#### **2. Requirements**

Proponents are expected to submit a comprehensive proposal that clearly demonstrates the overall best value in alignment with the scope outlined in this Solicitation. The evaluation of best value will encompass, but is not limited to, consideration of the following components within your RFP submission:

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

- Proponents must specify any costs that are excluded from the pricing of their proposed product or service. These might include expenses such as installation, setup, required training, or initial inspections. In addition, proponents should explain any distinctive distribution or delivery options that are part of the proposal.
- Our Members frequently inquire about several aspects, including: the speed and cost of accessing services, procedures for service access, establishing their own review processes, potential location constraints, user-friendliness of service access, support for the local economy, compliance with trade agreements, advantages for their entities when utilizing this contract, availability of knowledgeable contacts for inquiries, commitment to customer care, expected service quality, and potential impacts on their operations and financial outcomes.

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 provide the Deliverables when answering the specification questionnaires in the Procurement Portal.

## **D. 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.

## **E. MANDATORY TECHNICAL REQUIREMENTS**

- The Proponent must primarily provide an integrated Enterprise Resource Planning Software solution. Proponents whose main products are unrelated systems, such as emergency management, land-use planning, permitting, or inspections software, will not meet this requirement unless they also supply a full ERP solution as their primary offering and will be deemed non-compliant.
- Proponents must be the OEM of the proposed ERP software solution. Resellers, distributors, brokers, agents, or any other parties who are not the original software manufacturer are not eligible to submit proposals. Proposals submitted by non-OEM entities will be deemed non-compliant and will not be evaluated.

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. PRE-CONDITIONS OF AWARD**

- Submission of proof of insurance

- Satisfactory reference check if required by Canoe

## G. EVALUATION CRITERIA

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

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

| <b>Non-Price Rated Criteria Category</b>                                                                                                                                               | <b>Points</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Program offering<br>-Solution offered<br>-Quality standards, certifications<br>-Core ERP capability coverage<br>-Extensibility, integration and interoperability<br>-Technical Support | 25            |
| Suitability and Member profile<br>-Functionality and fit<br>-Comparative positioning<br>-Effort requirement<br>-Members' ease of access to program offering                            | 20            |
| Experience<br>-Market share<br>-Public sector experience/clients<br>-Group purchasing experience                                                                                       | 15            |
| Engagement, sales, marketing and training plan                                                                                                                                         | 10            |
| <b>Subtotal</b>                                                                                                                                                                        | 70            |
| <b>Pricing Classification</b><br>-Discounts offered                                                                                                                                    | 30            |
| <b>Total Points</b>                                                                                                                                                                    | 100           |

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

## H. PRICE

Pricing is worth 30 points of the total score.

### Instructions on How to Provide Pricing

- Proponents should submit their pricing information electronically within the Procurement Portal.
- Rates must be provided in Canadian funds, exclusive of all applicable duties and taxes.
- 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, duties, tariffs or other charges required by law.

## **I. AWARD**

There are 3 classifications of award:

**Group 1. Integrated/full suite ERP solutions:** all proponents within 10 points of highest score or top four (4) proponents whichever is greatest are awarded a contract.

**Group 2. Best-of-Breed solutions:** all proponents within 10 points of highest score or top four (4) proponents whichever is greatest are awarded a contract.

**Group 3. Specialty Municipal solutions:** all proponents within 10 points of highest score or top three (3) proponents whichever is greatest are awarded a contract.

### **Competitive Range**

Canoe intends to award contracts to all proponents within the Competitive Range. This method ensures Canoe Members have access to high quality vendors and a diverse choice of solutions to meet their needs.

Canoe will rank all proponents by their total score. The Competitive Range includes the highest-ranked proponent and all subsequent proponents whose total scores fall within a 10% difference of the highest score. On a 100-point scale, the margin is 10 points below the top score.

If fewer than four proponents fall within the initial 10% range, Canoe will expand the range to include the highest-ranked proponents. In this case, the score of the second last-ranked proponent becomes the new minimum score for that category.

Canoe reserves the right to limit the Competitive Range to ensure contract quality and management efficiency. Canoe will exclude any proponent whose score is more than 10 points below the top-ranked proponent unless that proponent is needed to meet the minimum award requirements.

[End of Part B]

**SCHEDULE "B"**

**SUPPLIER RESPONSE TO THE RFP**

# CAN-2026-001 - Public Sector Enterprise Resource Planning (ERP) Software

Opening Date: January 21, 2026 3:28 PM

Closing Date: March 20, 2026 3:00 PM

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## Vendor Details

Company Name: SDS Software

Does your company conduct business under any other name? If yes, please state: SDS Software

Address: 833 Eastlake Drive, Suite 101  
Burnaby, British Columbia V5A 4W2 Lalitha

Contact: Palle

Email: LPalle@sdssoftware.com

Phone: 778-839-5347

Fax: 604-291-0742

HST#:

## Submission Details

Created On: Wednesday January 28, 2026 16:59:28

Submitted On: Friday March 20, 2026 13:09:09

Submitted By: Lalitha Palle

Email: LPalle@sdssoftware.com

Transaction #:

Submitter's IP Address:

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

Corporate Profile

| Line Item | Question                                                                                                                                                         | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1         | Proponent Legal Name (and applicable d/b/a if any):                                                                                                              | N. Harris Computer Corporation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2         | Proponent Address:                                                                                                                                               | 8333 Eastlake Drive, Suite101<br>Burnaby, British Columbia<br>Canada, V5A 4W2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3         | Proponent website address:                                                                                                                                       | https://sdssoftware.ca/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4         | Proponent's Authorized Representative (name, title, email address) (The representative must have authority to sign on behalf of the Proponent):                  | Bryce Harward<br>Executive Vice President<br>SDS Software<br>bharward@harriscomputer.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5         | Proponent's primary contact for this proposal (name title address email address):                                                                                | Jenny Schroeder<br>Vice President, Operations Sales & Marketing<br>jschroeder@harriscomputer.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6         | Proponent's other contacts for this proposal if any (name title address email address & phone):                                                                  | Anthony Tang<br>VP, Operations<br>Atang@sdssoftware.com<br>1-778-900-2315                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7         | Proponent GST registration number:                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 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. | SDS Software was launched in 1987 to address the unique challenges and requirements of Canadian school districts, developing a comprehensive integrated ERP system covering financial, payroll, and human resources functions. SDS has specialized exclusively in ERP solutions for Canadian K-12 school boards for over 35 years, serving 38 school districts across five provinces: British Columbia, Alberta, Manitoba, Ontario, and Newfoundland. In 2010, SDS was acquired by Harris Computer, a leading vertical-market software company serving the public sector, education, and healthcare. Harris is a subsidiary of Constellation Software, a publicly traded company on the Toronto Stock Exchange (CSU.TO). SDS core values emphasize respect for the individual, discipline, solution-oriented thinking, transparency, empowerment, and accountability. SDS operates under Harris's commitment never to divest from acquired companies, ensuring long-term stability and investment |
| 10        | Where is your headquarters located?                                                                                                                              | Burnaby, British Columbia, Canada                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 11        | Do you have 250 or more full time employees in Canada?                                                                                                           | SDS is part of N. Harris Computer Corporation, a subsidiary of Constellation Software, which has a substantial workforce (more than 250 full-time employees) and financial resources across Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12        | Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.                                                  | There are no lawsuits against SDS Software, and the organization is committed to conducting business with the highest standards of integrity, ethics, and compliance with applicable laws                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

ERP Solution Classification included in your submission

Canoe will award solutions in 3 distinct categories. Select the one which represents your solution.

Definitions

Integrated / Full Suite ERP Solution

A single, unified Enterprise Resource Planning system that delivers the core administrative functions—finance, HR/payroll, procurement, budgeting, taxation, utilities, reporting—within one integrated platform and one data model. These systems are designed to operate as a cohesive whole rather than as combined standalone applications.

Best-of-Breed Solution

An ERP solution delivery approach where the ERP platform provides core administrative functions, and specialized third-party applications are used for specific business needs. The ERP must expose open, well-documented APIs to support secure, reliable integration, and must remain the primary system of record for administrative data.

Municipal Specialty Systems Solution

Smaller-scope municipal systems that provide important but limited administrative functionality (such as AP automation, taxation, utility billing, or legacy finance functions) but do not constitute a full ERP solution as described above. Solutions for emergency management, land-use planning, permitting, GIS or inspections are not included in this RFP.

| Category *                         |
|------------------------------------|
| Integrated/full suite ERP Solution |

Bill S-211 declaration

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

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

Geographical coverage for offering

Identify the geographical locations included in your offering. While Canoe members are nation wide, **Proponents can select to serve a defined geographical area based on their capabilities.**

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

Type of solution and complexity of entity served

This will be used as a quick guide for Members.

| Question                                                                                 | Response *                 | Comments                                                                                                         |
|------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------|
| Deployment model                                                                         | Hybrid                     | Also available for on-premise, customer-hosted.                                                                  |
| Solution Category (Full Suite ERP, Best of Breed Solution, Specialty Municipal solution) | Full Suite ERP             |                                                                                                                  |
| Complexity of entity served (Small-mid, mid-market, large complex)                       | Other (please add comment) | Small through Mid-market Canadian school districts.                                                              |
| Implementation model (Vendor-Led, Partner-Led, etc)                                      | Vendor-Led                 | All solution design, configuration, implementation, training, and ongoing support are delivered directly by SDS. |

Program offering

Describe your program offering.

| Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Reponse *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Provide a clear description of your ERP solution. Describe the core functional areas—such as finance, budgeting, procurement, commitment control, reporting, asset and inventory management, human resources, and workflow/approvals—and explain how your solution supports the business processes normally used by municipalities and broader-public-sector entities. If and when using proprietary module names, please define how they correspond to standard public-sector functions. | <p>SDS Software offers an Enterprise Resource Planning (ERP) solution specifically designed for Canadian K-12 school boards. It is a fully integrated, web-based platform for finance, human resources, and payroll. The solution can be deployed either on-premise or as a hosted service, with all data stored within Canada.</p> <p>The core functional areas supported by the solution include:</p> <p>Finance: This encompasses modules for General Ledger, Financial Budgets and Management, Accounts Payable, and Accounts Receivable.</p> <p>Human Resources and Payroll: The system manages HR position details, seniority, absence management, and compensation, including payroll and benefits.</p> <p>Procurement: A dedicated Purchasing module is available.</p> <p>Asset Management: The solution includes a Capital Assets module.</p> <p>Workflow and Approvals: The system can be configured with role-based security and workflow routing for approvals.</p> <p>The solution is tailored to the public sector, specifically for the unique operational, regulatory, and provincial reporting requirements of Canadian school divisions.</p> <p>The core functional areas supported by the solution include:</p> <p>Finance: This encompasses modules for General Ledger, Financial Budgets and Management, Accounts Payable, and Accounts Receivable.</p> <p>Human Resources and Payroll: The system manages HR position details, seniority, absence management, and compensation, including payroll and benefits.</p> <p>Procurement: A dedicated Purchasing module is available.</p> <p>Asset Management: The solution includes a Capital Assets module.</p> <p>Workflow and Approvals: The system can be configured with role-based security and workflow routing for approvals.</p> <p>The solution is tailored to the public sector, specifically for the unique operational, regulatory, and provincial reporting requirements of Canadian school divisions.</p> |
| Describe the maturity of your ERP platform, including years in market, installed base in Canada, and the number and type of public-sector clients currently using your solution.                                                                                                                                                                                                                                                                                                          | <p>Years in Market: SDS has over 35 years of experience providing ERP solutions to Canadian school boards.</p> <p>Installed Base in Canada: The company serves over 40 school boards across five provinces in Canada. The client list includes numerous public school divisions in British Columbia, Alberta, Manitoba, Ontario, and Newfoundland and Labrador.</p> <p>Public-Sector Clients: SDS works exclusively with Canadian K-12 school boards, a key part of the public sector.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Describe your product roadmap for the next 36 months, including planned functional enhancements, architectural changes, module expansions, and end-of-life notices. State your release cadence and how you communicate changes to clients.                                                                               | <p><b>"PRODUCT ROADMAP (36 MONTHS)</b></p> <p>Planned Enhancements:</p> <p>Hosting Services – Cloud-hosted SaaS offering for Canadian deployment, anticipated Q1 2026.</p> <p>Single Sign-On (SSO) – OIDC and SAML support for Windows Authentication and integration with identity providers, scheduled for 2026.</p> <p>Mobile Access – Enhanced mobile support, especially for eServe employee portal, roadmap 2025-2026.</p> <p>Power BI Integration – Advanced analytics integration on the roadmap.</p> <p>Employee Onboarding and Document Management – Expanded workflow and document management capabilities, roadmap 2026-2027.</p> <p>Organizational Charting – In active development, scheduled for delivery in 2026.</p> <p>Reporting and Letter Management – Additional document and letter management, tracking, and response functionality under development for 2026.</p> <p>SDS maintains a structured update plan with regular major releases, comprehensive documentation, testing in sandbox environments, and security testing.</p> |
| Include the third party certifications you have related to ERP systems cloud storage such as ISO, ANSI, CSA, SOC etc.                                                                                                                                                                                                    | SOC2 audit in progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Identify the platform(s) who host your solution, where customer data is stored, processed, and backed up (primary, secondary, disaster recovery). Describe your security certifications, data protection practices, access controls, and incident-response protocols applicable to Canadian public-sector organizations. | <p>Hosting Platform and Data Location: The hosted solution is platformed on Amazon Web Services (AWS). In all deployment models, customer data is stored, processed, and backed up in Canadian data centers to ensure data residency.</p> <p>Security and Data Protection: SDS employs a layered cybersecurity model which includes:</p> <p>Network Controls: Network and web application firewalls to restrict traffic.</p> <p>Access Control: Granular, role-based security and strict least-privilege principles for internal and user access. Comprehensive audit trails track all transactional and configuration changes.</p> <p>Encryption: Data is protected with HTTPS/TLS encryption for data in transit, and disks and backups are encrypted for data at rest.</p> <p>Security Testing: The environment undergoes regular security testing, including vulnerability assessments and penetration testing.</p>                                                                                                                                   |
| Describe your upgrade process, including frequency, required customer involvement, backward-compatibility, test environments, and support for customizations or third-party components during upgrades                                                                                                                   | <p>SDS utilizes a structured and controlled process for all software updates.</p> <p>Frequency: Updates consist of regular major releases and interim fixes.</p> <p>Customer Involvement: Clients are provided with a dedicated non-production (sandbox) environment to conduct User Acceptance Testing (UAT) on all changes, customizations, and integrations before they are moved to production. A formal sign-off is required for each deliverable.</p> <p>Support for Customizations: All customizations and third-party integrations are validated in the test environment as part of the update process to ensure they function correctly with the new release.</p>                                                                                                                                                                                                                                                                                                                                                                                |
| Describe the configuration tools, low-code/no-code capabilities, and workflow engines available to clients. Identify which capabilities business users can configure without vendor or partner intervention.                                                                                                             | <p>SDS provides highly configurable modules across Finance, HR, Payroll, Procurement, and Reporting, allowing districts to define GL structures, earning/deduction codes, accrual plans, workflow approvals, and role-based security without vendor code changes.</p> <p>Capabilities without Vendor Intervention:</p> <p>GL account setup, fund, and cost-centre configuration.</p> <p>Earning and deduction code definitions (unlimited).</p> <p>Accrual plan setup (vacation, sick, banked time).</p> <p>Workflow and approval routing configuration.</p> <p>Role-based security and user access configuration.</p> <p>Report creation and customization (via ODBC, Power Query, SQL access).</p> <p>Business User Capabilities:</p> <p>Managers and supervisors can perform timesheet approvals, leave approvals, and access standard payroll and HR reports through eServe without technical intervention.</p>                                                                                                                                       |
| Describe if and how your solution supports multi-entity, multi-department, or shared-services environments, including controls, reporting, and segregation of duties.                                                                                                                                                    | The solution is designed for school divisions, which are inherently multi-department and multi-site (i.e., multiple schools) organizations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Describe your reporting and analytics capabilities, including built-in reports, self-service tools, data export methods, and support for external BI platforms.                                                                                                                                                          | The solution includes reporting capabilities, with initial reports configured during implementation. For advanced analytics and external business intelligence (BI) platform support, SDS provides data access through SQL Views, data-warehouse access, and ODBC connectivity.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Describe how your solution supports public-sector financial controls, including approval workflows, delegation of authority, commitment control, audit trails, and compliance reporting.                                                                                                                                 | <p>The system supports key public-sector financial controls through:</p> <p>Approval Workflows and Audit Trails: The solution includes configurable approval workflows and comprehensive audit trails that record who initiated, approved, and posted transactions.</p> <p>Compliance Reporting: The platform is designed to align with provincial reporting and audit requirements for school boards.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Do Canoe members have the ability to choose or restrict the hosting region (including test, staging, and analytics environments)? Can the customer prohibit cross-region failover?                                                                                                                                       | No, however, SDS ensures that all customer data remains within Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Describe how your solution meets accessibility requirements, keyboard navigation, screen-reader compatibility, and mobile usability for public-sector staff.                                                                                                                                                             | <p>Accessibility Compliance:</p> <p>The web-based platform applies W3C best practices for accessibility and is tested against WCAG standards. Users can choose preferred themes, including darker backgrounds for vision impairment support. The eServe employee portal applies semantic HTML to ensure excellent out-of-the-box support by assistive technologies.</p> <p>Keyboard Navigation and Screen Reader Compatibility:</p> <p>eServe portal design supports keyboard navigation and screen-reader compatibility through semantic HTML.</p> <p>Mobile Usability:</p> <p>The web application uses responsive design, compatible with desktop and mobile devices via Chrome, Edge, and Firefox.</p>                                                                                                                                                                                                                                                                                                                                                 |
| List and describe all agreements that govern the use, support, hosting, and management of your ERP solution.                                                                                                                                                                                                             | <p>The use, support, and management of the ERP solution are governed by the following agreements:</p> <p>Software Subscription Agreement (Attachment E): This agreement covers the terms for using the software as a service.</p> <p>Implementation Services Agreement (Attachment F): This agreement outlines the terms for the professional services related to the system's implementation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| List anything else you would like to include as part of your offering.                                                                                                                                                                                                                                                   | <p>SDS offers several optional, fee-based modules and services:</p> <p>eServe: An employee self-service portal with a web interface and mobile app.</p> <p>School Generated Funds (eFunds): A module for schools to manage their own funds.</p> <p>EZSchoolPay: An integrated online payment processing solution for school-related fees.</p> <p>SDS-Hosted SaaS Deployment: A fully hosted option where SDS manages the infrastructure, backups, and patching."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

Core ERP Capability Coverage

Proponents must base responses on the capabilities of their ERP platform, not on a specific client's implementation.

ADD N/A if no answer

- Identify which features are native, which require configuration, which require customization, and which rely on third-party applications.
- Cite **evidence** (e.g., published documentation, release notes, client deployment patterns).
- Avoid marketing statements that do not provide measurable facts.
- Disclose any assumptions used in classifying a capability.

Evaluation will score the completeness, clarity, evidence, and practicality of proposed approaches required for a delivery of your program offering.

| Capability Category                                                   | Offered *                                                   | Name and Description *                                                                                                                                                       | Native (OOB) Support *                                      | If not Native: Configuration *                              | Requires Customization *                                    | Third-Party Required *                                      | Known Limitations * | Typical use case that require customization or 3rd party * | Evidence                                                                                                    |
|-----------------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|---------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Finance                                                               | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Accounting Module<br>General Ledger<br>functions, Accounts<br>Payable, Accounts<br>Receivable, Tangible<br>Capital Assets, Financial<br>Reporting, School<br>Generated Funds | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | Native module is highly configurable, not requiring customization. However 3rd party integrations available |
| Procurement                                                           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Purchasing Module<br>Purchasing & Warehouse                                                                                                                                  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | Native module is highly configurable, not requiring customization. However 3rd party integrations available |
| Human Resources / Payroll (if applicable to your suite)               | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Human Resources Module<br>Human Resources,<br>Payroll, Absence<br>tracking, Employee Self-serve                                                                              | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | Native module is highly configurable, not requiring customization. However 3rd party integrations available |
| Budgeting and Planning                                                | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Accounting & Human Resources modules<br>Payroll budgeting, General Ledger budgeting                                                                                          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | Native module is highly configurable, not requiring customization. However 3rd party integrations available |
| Inventory / Asset Management                                          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | Purchasing & Accounting modules<br>Warehouse, Tangible Capital Assets                                                                                                        | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | Native module is highly configurable, not requiring customization. However 3rd party integrations available |
| Reporting / Analytics                                                 | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | All modules<br>Standard reports and Queries, Full data warehouse                                                                                                             | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | Configurable per district needs                                                                             |
| Integration and Data Architecture                                     | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | All modules<br>Single SQL database across all modules                                                                                                                        | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | Native, 3rd party-numerous import and export capabilities. Additional 3rd party integrations                |
| Platform Tools (workflow, low-code, roles/permissions, extensibility) | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | All modules<br>Configurable approval workflows, role based access controls, API's                                                                                            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | customizable permissions at the user/role level                                                             |
|                                                                       | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                                                                                                                                                                          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | N/A                 | N/A                                                        | N/A                                                                                                         |

Extensibility, integration and interoperability

Integration and Extensibility Overview

| Area                  | Native Integration Features *                     | Limits or Constraints * | Need for Customization or Middleware * |
|-----------------------|---------------------------------------------------|-------------------------|----------------------------------------|
| API                   | Available                                         | No Limitations          | No Customization required              |
| Events/webhooks       | Not available                                     | n/a                     | n/a                                    |
| Reporting Data Models | Data warehouse tables; SQL views to all db tables | No Limitations          | No Customization required              |
| Workflow Engine       | Not available                                     | n/a                     | n/a                                    |

Technical Support

| Question                                                                                                                                                                                                                          | Answer *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Describe the customer support services available for technical issues, including support channels, hours of availability, response and resolution targets, escalation paths, and any service-level commitments for Canoe Members. | <p>SDS Support focuses on providing high quality support in a timely manner. A dedicated support portal is utilized. Tickets can be logged directly in the portal or via email. Support hours are Monday to Friday 6am-4:30pm Pacific Standard Time. Each support issue reported is triaged and assigned a priority level.</p> <p>Priority 1: 2-4 hours<br/>Priority 2: 2-8 hours<br/>Priority 3: 2-24 hours</p> <p>SDS reserves the right to update the priority level of a ticket accordingly.</p> <p>Escalation Path:<br/>If call is P1 and has not been responded with 4 hours, support resources responsible for your ticket are notified by email and escalated internally to level 1. Priority 2 calls will be escalated if not responded within 8 hours and priority 3 calls not responded to within 12 hours are escalated</p> <p>If your priority 1 call has not been responded to 4 hours after the designated timeframe, team leaders are notified and your call is escalated level 2.</p> <p>If your priority 1 call has not been responded to after 5 hours from the designated timeframe, the support manager is notified and your call is escalated to a level 3.</p> <p>If your priority 1 call has not been responded to after 6 hours from the designated timeframe, the VP of Operations is notified and call is escalated to a level 4.</p> <p>If your priority 1 call has not been responded to after 7 hours, the Executive Management Team is notified and your call is escalated to a level 5, our final level of escalation.</p> |
| Describe your technical support model, including the distinction between vendor-provided support and partner-provided support. Identify which types of issues are handled directly by your company.                               | Technical Support is treated the same as Customer Support. SDS supports all issues related to the SDS application. Issues pertaining to partner support would need to be directed to the applicable partner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Describe how support responsibilities are divided between your company and implementation partners, including issue triage, root-cause analysis, and platform-level defects                                                       | SDS does not use implementation partners. All services pertaining to implementation are completed by SDS employees. All support responsibilities will be reviewed and resolved by SDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Describe how technical support interacts with your update and release process, including communication of upcoming releases, support for regression issues, and schedule stability                                                | Our technical and customer support works closely to manage the entire process of deploying software and releases. We handle all tasks associated, from communication to deployment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

Suitability and Member profile

| Question                                                                                                                                                                                                                                                    | Reponse *                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Beyond the financial cost, what is the specific Full-Time Equivalent (FTE) commitment required from the client's internal team during a standard implementation to ensure success, and what specific technical skill sets must those internal staff possess | <p>For a standard implementation, the expected internal commitment is 1 to 2 Full-Time Equivalents (FTEs), typically contributing 8 to 15 hours per week throughout the project lifecycle.</p> <p>This internal participation ensures timely decision-making, access to operational expertise, and efficient knowledge transfer to support long-term adoption.</p> |
| Describe a specific client profile (size, complexity, or industry vertical) where your solution is NOT the best fit, and explain why a competing product might serve that specific profile better.                                                          | SDS is explicitly positioned as the best fit for Canadian K-12 school boards. Competing platforms are a better fit for very large, research-intensive universities or multi-campus systems that need deep student lifecycle, research administration, and global-scale capabilities beyond SDS's K-12 education ERP focus                                          |
| Describe a specific client profile (size, complexity, or industry vertical) where your solution is the best fit, and explain why a competing product might serve that specific profile better.                                                              | K-12 Education of all sizes across Canada                                                                                                                                                                                                                                                                                                                          |
| Identify functional gaps that your past public-sector clients (within the last three years) have raised during implementation.                                                                                                                              | Absence callout capability, however integration with third parties available. Onboarding workflow limitations (committed enhancement)                                                                                                                                                                                                                              |
| Describe compatibility with commonly used public-sector systems (procurement portals, AP automation tools, asset systems, financial reporting tools).                                                                                                       | SDS is customizable to work with third party vendors.                                                                                                                                                                                                                                                                                                              |
| Identify typical integration points where members often require customization.                                                                                                                                                                              | <p>Easy Connect/SFE: A likely reference to a specific third-party application or standard.</p> <p>Banking: Integration with financial institutions for processes like electronic funds transfer and payment processing.</p> <p>Authentication: Connecting with the client's existing user authentication systems (e.g., Active Directory).</p>                     |
|                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                             | N/A                                                                                                                                                                                                                                                                                                                                                                |

Comparative Positioning

Proponents must summarize how their ERP differs from other major products in the market. This section aims to help Canoe Members understand when your solution is a good fit and when it is not.

| Dimension     | Strengths of your Solution *                                                                                                                                                                                                                                                                                                                                                                                  | Limitations of your solution *                                                                                                                                                                                     | Typical competitor approaches *                                                                                                                                                                                                                                                                                                                                                        | Members types best served * |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Finance       | The SDS solution and team are purpose-built for Canadian K-12, with a chart of accounts aligned to Ministry of Education requirements. A single master chart of accounts is shared across all modules, supporting multi-level segmentation for enhanced reporting and analysis. The unified database architecture enables real-time updates, ensures data integrity, and simplifies reporting across modules. | Supports up to 12 characters for general ledger account numbers and fully meets K-12 district requirements through a comprehensive chart of accounts structure, including additional fund and cost center elements | Overly generic designs require significant effort and cost to configure for Ministry and operational requirements, often resulting in duplicated charts of accounts across modules. Implementation and support teams may lack familiarity with Canadian K-12 nuances, and the absence of a unified database in many solutions leads to complex integrations and reporting limitations. | Canadian K-12 School Boards |
| Procurement   | Fully integrated with the finance and budgeting modules, tailored for the purchasing workflows of Canadian school boards.                                                                                                                                                                                                                                                                                     | Suppliers cannot directly update commodity information.                                                                                                                                                            | Overly generic design requires more effort and cost to configure and translate to Ministry and operational requirements. Implementation and support team lacks familiarity with Canadian K-12 nuances.                                                                                                                                                                                 | Canadian K-12 School Boards |
| Reporting     | Pre-built reports and data models are tailored for mandatory provincial and Ministry compliance, reducing configuration time and risk. Supports external BI tools via ODBC and SQL access.                                                                                                                                                                                                                    | Lack of embedded dashboard, however third-party BI tools are commonly implemented across districts to support reporting and analytics.                                                                             | Issues with multiple databases not providing ease of use for adhoc queries and reporting, or only subsets of data available.                                                                                                                                                                                                                                                           | Canadian K-12 School Boards |
| Extensability | Provides proven, standard integration points for systems common to Canadian school boards (e.g., banking, provincial reporting). Offers direct data access via SQL Views and ODBC for custom reporting and data warehousing.                                                                                                                                                                                  | Not industry leading regarding embedded AI capabilities (roadmap), however pragmatically applying as acceptable to our customers.                                                                                  | Limited standard integration points and/or overly open-ended APIs may introduce risks to data integrity and business logic, requiring additional effort to configure, setup, and maintain                                                                                                                                                                                              | Canadian K-12 School Boards |

Experience

Describe your experience.

| Line Item | Question                                                                                                                                                                                                                                                           | Reponse *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1         | Provide a high level description of the services you are offering in your proposal.                                                                                                                                                                                | <p>SDS Software is offering a comprehensive, fully integrated, web-based Enterprise Resource Planning (ERP) solution designed specifically for Canadian K-12 school boards. The core services include:</p> <p>Software Platform: A single, integrated platform for finance, HR, and payroll that can be deployed either on-premise or as a Canadian-hosted service.</p> <p>Implementation Services: A structured, phased implementation project managed by a dedicated, Canada-based team. This includes requirements discovery, system configuration, data migration, testing, training, and go-live support.</p> <p>Maintenance and Support: Ongoing end-to-end support that begins at project kickoff and continues for the life of the system. This includes a Canadian helpdesk, an online support portal, regular software updates, and a tiered escalation path for high-severity issues.</p> <p>Value-Added Options: Optional, fee-based modules are also available, including an employee self-service portal (eServe), a School Generated Funds module (eFunds), and an online payment solution (EZSchoolPay).</p> |
| 2         | What is your Canadian public sector market share for the solutions you are proposing?                                                                                                                                                                              | SDS Software works exclusively with the Canadian K-12 school board sector. SDS currently serve over 40 school boards across five provinces in Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3         | Describe the maturity of your ERP platform, including years in market, installed base in Canada, and the number and type of public-sector clients currently using your solution. Include a representative sample of public entities currently using your solution. | <p>Years in Market: SDS has over 35 years of experience providing ERP solutions to Canadian school boards.</p> <p>Installed Base in Canada: The platform is in daily use across more than 40 school divisions in five provinces: British Columbia, Alberta, Manitoba, Ontario, and Newfoundland and Labrador.</p> <p>Number and Type of Public-Sector Clients: All clients are public sector entities, specifically Canadian K-12 school boards.</p> <p>Representative Sample of Public Entities:</p> <p>Fort McMurray Roman Catholic Separate School Division (AB)</p> <p>Westwind School Division (AB)</p> <p>The Winnipeg School Division (MB)</p> <p>Durham Catholic District School Board (ON)</p> <p>Prince George School District No. 57 (BC)</p> <p>Newfoundland and Labrador English School District (NL)</p>                                                                                                                                                                                                                                                                                                       |
| 4         | What do you consider to be the top three market differentiators of your services relative to this solicitation?                                                                                                                                                    | <p>Exclusive Focus on Canadian K-12 Education: Unlike competitors who may offer broad, multi-industry solutions, SDS focuses exclusively on the Canadian K-12 school board market. This specialization results in a solution that is pre-tailored to the sector's unique needs.</p> <p>Differentiator: Purpose-Built HR/Payroll for Canadian K-12 Complexities</p> <p>HR/Payroll: Our HR/Payroll module is a core market differentiator because it is not a generic, multi-industry platform adapted for education; it is purpose-built from the ground up to manage the unique and complex payroll requirements of Canadian K-12 school boards. It natively handles complex scenarios such as 10-month pay schedules spread over 12 months, substitute teacher pay, grid-based salary calculations, and seniority-driven entitlements.</p> <p>Provincial Reporting and Compliance: The module is built with a deep familiarity with provincial reporting and audit requirements, ensuring that data is structured correctly for compliance from the start, rather than requiring custom reports and data manipulation.</p>  |
| 5         | Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.                                                                                                                                     | <p>SDS is proud to have been selected as an Ontario Education Collaborative Marketplace (OECM) partner for the Human Capital and Financial Management solutions. OECM is a not-for-profit sourcing partner that connects Ontario's education and public sectors with reputable suppliers reflecting our:</p> <ul style="list-style-type: none"><li>• competitively priced products and services;</li><li>• responsive and consistent customer service;</li><li>• continuous improvement of our offerings.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Sales and distribution network

| Question                                                                                                                                                                                                                                                                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area the Proponent wishes to do business in. Your response should address at least the following areas.</p> <p>a. Sales force.</p> <p>b. Reseller network or distribution methods if any.</p> <p>Please include details, such as the locations of your network of sales.</p> | <p>SDS has a Canada-wide, education-only sales and delivery model that can support CANOE members nationally, with all work delivered directly by SDS employees rather than resellers. Our corporate office is in Burnaby, BC, and our staff work remotely across British Columbia, Alberta, Manitoba, Ontario, and Newfoundland, aligning with our existing ERP deployments in approximately 40 school districts across these five provinces.</p> <p>a. Sales force</p> <p>Our sales model is a direct, consultative approach rather than a geographically dispersed sales force. We have 2 sales representatives in Canada.</p> <p>b. Reseller network or distribution methods:</p> <p>SDS Software does not use a reseller or third-party distribution network. We believe a direct-to-customer model provides the highest level of accountability, expertise, and service. This ensures that every Canoe Member deals directly with the team that develops, implements, and supports the software, guaranteeing a consistent and expert-led experience from initial contact through to long-term support.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>Describe your how you manage government sales. Include details on the sales and training structure and how you specifically address sales and marketing with public sector clients in a group procurement context.</p>                                                                                                                                                                | <p>Our entire business model is structured to manage government and public sector sales, as Canadian K-12 school boards are our exclusive clientele. Training for our team is continuous and focuses on:</p> <p>Product Expertise: Deep, ongoing training on every module of our ERP platform.</p> <p>Provincial Regulations: Staying current with the specific Ministry of Education reporting and compliance requirements for every province we operate in.</p> <p>Client Business Processes: Understanding the nuances of school board operations, from collective agreements to fund accounting.</p> <p>Training for prospects and new clients is delivered by an implementation team that includes a Project Manager, Technical Lead, Senior Product Specialist, and Customer Success/Training specialists; this team runs discovery workshops, demonstrations, and detailed training plans by module (Finance, HR, Payroll, Purchasing, School-based functions) using dedicated test environments, with options for on-site, virtual, or hybrid delivery. In a group procurement context (such as a consortium or cooperative contract), SDS leverages its standardized, Canadian K-12 ERP suite, fixed subscription pricing, and proven implementation methodology to offer consistent terms, data residency in Canada, and scalable onboarding of multiple districts under a common framework, while still configuring reporting, integrations, and workflows to each member's local policies. Marketing and outreach to public-sector clients emphasize long-term references, active participation in K-12 associations (e.g., ASBO, OASBO, BCASBO), user groups, and quarterly drop-in sessions, which together provide transparent peer validation and a repeatable path to onboarding additional districts under group purchasing arrangements.</p> |
| <p>Describe in details the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.</p>                                                                                                                                   | <p>SDS Support focuses on providing high-quality support in a timely manner. A dedicated support portal is utilized. Tickets can be logged directly in the portal or via email. Support hours are Monday to Friday 6am-4:30pm Pacific Standard Time. Each support issue reported is triaged and assigned a priority level.</p> <p>Priority 1: 2-4 hours</p> <p>Priority 2: 2-8 hours</p> <p>Priority 3: 2-24 hours</p> <p>SDS reserves the right to update the priority level of a ticket accordingly.</p> <p>Escalation Path:</p> <p>If call is P1 and has not been responded with 4 hours, support resources responsible for your ticket are notified by email and escalated internally to level 1. Priority 2 calls will be escalated if not responded within 8 hours and priority 3 calls not responded to within 12 hours are escalated</p> <p>If your priority 1 call has not been responded to 4 hours after the designated timeframe, team leaders are notified and your call is escalated level 2.</p> <p>If your priority 1 call has not been responded to after 5 hours from the designated timeframe, the support manager is notified and your call is escalated to a level 3.</p> <p>If your priority 1 call has not been responded to after 6 hours from the designated timeframe, the VP of Operations is notified and call is escalated to a level 4.</p> <p>If your priority 1 call has not been responded to after 7 hours, the Executive Management Team is notified and your call is escalated to a level 5, our final level of escalation.</p>                                                                                                                                                                                                                                                                                             |

## Member access to program offering

| Line Item | Question                                                                                                                                                       | Response                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1         | List the necessary steps for a Canoe member to set up an account and access your program offering for the first time should you be awarded a contract.         | <p>SDS Software will serve as the primary point of contact for all program information, quoting, and onboarding. This direct approach ensures that Canoe members receive expert, consultative guidance from the team that develops, implements, and supports the software.</p> <p>Initial Contact: The Canoe member makes initial contact directly with our dedicated Canoe Program Lead to express their interest.</p> <p>Contact: Jenny Schroeder, VP of Sales<br/>Email: jschroeder@harriscomputer.com<br/>Phone: 1-402-440-2025</p> <p>Membership Verification: We will ask the member to provide their Canoe membership details. We will then quickly verify their status with Canoe to ensure they are eligible for the program's preferential terms and pricing.</p> <p>Needs Assessment &amp; Discovery: Our team of industry experts will schedule a consultative discovery session. The goal is to understand the member's specific operational challenges, provincial reporting requirements, and strategic goals. This is a crucial step to ensure the proposed solution is a perfect fit.</p> <p>Formal Proposal and Quote: Based on the discovery session, we will prepare a comprehensive proposal and a detailed quote. This quote will be based on the pre-negotiated pricing structure.</p> <p>Agreement Execution: Once the member is ready to proceed, we will provide the necessary agreements for execution (e.g., Software Subscription Agreement, Implementation Services Agreement).</p> <p>Project Kick-Off: Upon execution of the agreements, the member is officially onboarded. We will assign a dedicated Project Manager, and the formal implementation project will be scheduled to begin.</p>                                                                                                                                                                                                                                                                             |
| 2         | Describe how members can access information, pricing, discounts, services, get a quote and place an order.                                                     | <p>CANOE members access information, pricing, discounts, services, quotes, and orders through a direct relationship with SDS's Canadian sales and customer success team, using standardized proposal and contracting processes tailored to K-12 public-sector procurement.</p> <p>Accessing information and services<br/>Members can contact SDS via the corporate office in Burnaby, BC or through their assigned Account Executive/Customer Success Specialist for product information, demonstrations, references, and roadmap briefings.</p> <p>SDS provides structured discovery workshops, detailed written proposals, and sample project plans to clarify scope, implementation approach, and available modules before any quote or order is finalized.</p> <p>Pricing, discounts, and quotes<br/>Pricing is provided as formal, itemized proposals that include modules, annual subscription fees, one-time implementation and training services, and multi-year cost projections to support budget planning.</p> <p>Any discounts (e.g., multi-year terms, bundled modules, or group/consortium arrangements) are embedded directly in the written pricing schedules and are typically held firm for a stated validity period (e.g., 90 days) to support approval processes.</p> <p>Members obtain a quote by engaging SDS for requirements discovery; SDS then returns a written, board-specific proposal showing total cost of ownership, payment milestones, and optional modules or services.</p> <p>Placing an order<br/>Once a member accepts the proposal, orders are placed by executing SDS's license/support or SaaS agreement and an implementation services agreement, using the approved pricing and payment milestones.</p> <p>The signed agreements act as the formal order: they trigger provisioning of environments, project kickoff, and billing of the initial subscription and implementation milestones according to the schedule defined in the proposal.</p>              |
| 3         | 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>We view the Canoe contract as a significant value-add for our existing clients who are also Canoe members. We are committed to making the process of onboarding them onto the Canoe offering as seamless and beneficial as possible.</p> <p>Our approach to this situation is as follows:</p> <p>Proactive Identification and Communication: We will cross-reference our existing Canadian K-12 school board client list with the Canoe membership roster. We will then proactively contact our existing clients who are eligible members to inform them of this new, simplified, and value-driven procurement option available to them.</p> <p>Contract Review and Consultation: We will work collaboratively with the interested member to review their current agreement with SDS, including its terms and renewal date. Our goal is to understand their needs and determine the most efficient pathway to transition them to the Canoe contract.</p> <p>Flexible Transition Options:</p> <p>Transition at Renewal: The most straightforward approach is to transition the member to the Canoe contract upon their next scheduled renewal date. At that time, their new Software Subscription Agreement would be executed under the Canoe program, providing them with the full benefits of the pre-negotiated pricing and terms moving forward.</p> <p>Mid-Term Transition: Should an existing member wish to onboard onto the Canoe offering before their renewal date, we are committed to working with them on a case-by-case basis to find a mutually agreeable solution, potentially through a contract amendment.</p> <p>In all cases, our commitment is to ensure the transition is simple and beneficial for the member. If an existing customer decides to join the Canoe procurement group, we will honor Canoe member incentives where requested. This ensures the member can easily leverage the full benefits of their Canoe membership for all future business with SDS Software.</p> |

## Implementation Network

This section focuses on implementation partner information for Members. Implementation services are not included in this RFP. Do not include your marketing or promotional material.

| Question                                                                                                                                                                                                                           | Answer *                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Do you have a partner network? Enter "yes" or "no", if "no", explain how clients implement your software. If "yes" move on to question 2.                                                                                          | SDS manages all implementations internally. |
| Describe your implementation partner network, including tiers, mandatory certifications, areas of specialization, and any restrictions or required approvals that limit our choice of partner for specific modules or deployments. | SDS manages all implementations internally. |
| Describe your partner certification process.                                                                                                                                                                                       | SDS manages all implementations internally. |
| Describe how you monitor performance of your implementation network, performance review and circumstances under which the partnership status would be revoked.                                                                     | SDS manages all implementations internally. |
| How do you support the implementation of your software through your implementation network?                                                                                                                                        | SDS manages all implementations internally. |
| Do you offer the same level of support to all your implementation partners?                                                                                                                                                        | SDS manages all implementations internally. |

## Environmental and social governance ESG

| Question                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Describe your corporate ESG initiatives. | <p>SDS's ESG commitments are grounded in Harris Computer's corporate values and are reflected in how we operate as a Canadian K-12 public-sector partner. Environmentally, our fully web-based ERP, paperless workflows, and support for digital document management help school districts reduce printing, mailing, and on-premise infrastructure, supporting more sustainable operations. Socially, we emphasize Respect of the Individual, Communicate &amp; Share Knowledge, and Dream Realization, demonstrated through Canadian-based teams (many with prior school district experience), deep training and knowledge-transfer, and active support for Truth and Reconciliation learning initiatives through Harris's "Understanding and Learning" program. From a governance perspective, SDS benefits from the mature governance, risk management, and compliance frameworks of Harris and Constellation Software, and applies disciplined project management, strong data security and privacy controls, and transparent support/escalation processes to protect sensitive HR and financial data for Canadian school districts.</p> |

## 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 sixty (60) 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: General Manager, Canoe Procurement Group of Canada  
Canoe Procurement Group of Canada  
2510 Sparrow Drive, Nisku, Alberta T9E 8N5

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

Once a bid dispute has been received, the General Manager, Canoe Procurement Group of Canada will initiate a review of the matter. The General Manager 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 honor its submitted pricing or other commitments;
3. engaging in litigious conduct, bringing frivolous or vexatious claims in connection with Canoe's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or

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

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

## **1.5 Confidential Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.6.4 Cancellation**

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

### **1.6.5 Competition Act**

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

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

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

1. make public the names of any or all Proponents;
2. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal;
3. waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
4. contact or not contact any or all references provided by the Proponent;
5. verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal;
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.

- Bryce Harward, Executive Vice President, N. Harris Computer Corporation

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 - CAN-2026-001<br>Tue March 3 2026 11:04 AM    | <input checked="" type="checkbox"/>                                | 5     |
| Addendum 02 - CAN-2026-001<br>Sun February 8 2026 12:43 PM | <input checked="" type="checkbox"/>                                | 4     |
| Addendum 01 - CAN-2026-001<br>Tue January 27 2026 07:48 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 your County | AB       | ED                     | 3/5/2024         | 3/5/2024         | 3/5/2024        | 555662   | 9955623   | Pens             | Parts                               | 5.32      | -             | -       | 5.32     | -      | 0.27    | 5.59          | 5.32                          | 5.00%          | 0.27               |
| AMM5002       | SAMPLE ONLY RM of your town       | MB       | WN                     | 2/1/2024         | 2/25/2024        | 3/1/2024        | TR33556  | 9955624   | Trays            | Parts                               | 552.30    | 0.20          | 0.50    | 553.00   | 33.18  | 27.65   | 613.83        | 552.30                        | 5.00%          | 27.62              |
| SAR1222       | SAMPLE ONLY Town of At Home       | SK       | RG                     | 12/23/2023       | 1/31/2024        | 3/1/2024        | 202403jj | 9955625   | Whiteboard       | Parts                               | 1,555.20  | -             | 20.30   | 1,575.50 | 110.29 | 78.78   | 1,764.56      | 1,555.20                      | 5.00%          | 77.76              |
| TOTALS        |                                   |          |                        |                  |                  |                 |          |           |                  |                                     | 2,112.82  | 0.20          | 20.80   | 2,133.82 | 143.47 | 106.69  | 2,383.98      | 2,112.82                      | 5.00%          | 105.64             |

**Schedule “E”**

**LICENSING TERMS AND CONDITIONS**