

PROGRAM ADMINISTRATION AND SUPPORT AGREEMENT

THIS AGREEMENT is between **RURAL MUNICIPALITIES OF ALBERTA**, a corporation incorporated pursuant to the laws of Alberta ("RMA") and:

Vendor Legal Name: Commercial Truck Equipment Corp.

Vendor Corporate Jurisdiction: 4111 - 41 Avenue, Edmonton AB, T6E 6M5
(the "**Vendor**"), as of

Date of Agreement: October 22, 2020 regarding

RFP No. RMA-2020-002

RFP Title Fleet Upfitting & Aftermarket Accessories Program
(the "**RFP**").

BACKGROUND

- A. RMA 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 Vendor is engaged in the business of selling some or all of those goods and/or services, and responded to the RFP.
- C. RMA wishes to enter into an agreement with the Vendor for the purchase of goods and/or services by Members, pursuant to a purchase program administered by RMA.
- 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:

Remainder of page intentionally left blank

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

“Administrative Fee” means the fee paid by the Vendor to RMA as described in Schedule A (Program Details).

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

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

“Change Request Form” means the form set out in Schedule E (Change Request Form).

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

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

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

- (d) information that is in the public domain or has come into the public domain other than by reason of a breach of this Agreement; or

- (e) information that has been, or is hereafter, received by that Receiving Party other than from or at the request of the Disclosing Party, and other than during or as a result of carrying out the Program.

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

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

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

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

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

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

“Goods/Services” means the goods and/or services identified in Schedule A (Program Details).

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

“Member” means any current and future members of RMA during the Term, and any RMA-represented associations and their current and future members during the Term. RMA may also be considered a Member in its capacity as a purchaser of Goods/Services. In addition, to be a Member for the purposes of this Agreement, the Member must operate within the Territory during the Term. See <https://rma1berta.com/wp-content/uploads/2020/06/Provincial-Associations-Public-Sector-Agencies-2020-1.xlsx> for a general list of Members.

“Parties” means both RMA and Vendor collectively, and **“Party”** means either one of them.

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

“Personal Information” has the meaning ascribed to it in FOIPPA.

“Program” means the discounted price program designed by the Vendor for the purchase of Goods/Services by Members.

“Program Pricing” means the discounted pricing offered to Members as set out in the Proposal, unless other pricing is specifically agreed to by RMA prior to the execution of this Agreement, or unless that pricing is amended via a Change Order Form submitted by the Vendor and approved by RMA according to this Agreement.

“Purchase Agreement” means the agreement between Vendor and a Member for the purchase of Goods/Services in accordance with this Agreement.

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

“Term” means the term of this Agreement, as set out in Section 8.1.

“Territory” means the provinces or regions identified in the Goods/Services Schedule A (Program Details).

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

1.2 Rules of Interpretation

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

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- (b) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

- (c) The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) "Hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular section or paragraph. References herein to "Article", "Section", or "Schedule" refer to the applicable article, section or schedule of this Agreement.
- (e) If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

1.3 Schedules

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

Schedule A	Program Details
Schedule B	Proposal
Schedule C	RFP
Schedule D	Trade-marks
Schedule E	Change Request Form

1.4 Order of Priority

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

- (a) Article 1 to Article 11 of this Agreement;
- (b) Schedule A (Program Details);
- (c) Schedule C (RFP); and
- (d) Schedule B (Proposal);

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

ARTICLE 2
PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

- (a) The Parties agree that RMA administers the Fleet Upfitting & Aftermarket Accessories Program as set out in this Agreement. Through the Program, Members have the option to purchase from the Vendor, and Vendor agrees to supply to Members, the Goods/Services at Program Pricing.
- (b) Members who wish to purchase Goods/Services as part of the Program will be required to enter into a separate Purchase Agreement with the Vendor. The terms of that Purchase Agreement shall not conflict with any provision of this Agreement.
- (c) The Parties agree that Vendor is an independent supplier and is not the agent or partner of RMA. Nothing contained in this Agreement shall create or be deemed to create the relationship of joint venture, partnership, or agency between the Parties. Neither Party shall represent itself as the joint venturer, partner or agent of the other. The Vendor has no authority to bind RMA, and will not represent itself as having that authority.

2.2 Responsibilities of the Vendor

- (a) The Vendor will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedule A (Program Details), the Proposal and the RFP.
- (b) The Vendor will execute the marketing plan set out in Schedule A (Program Details) and its Proposal and will refine that plan over the course of the Term, and as reasonably requested by RMA.
- (c) The Vendor will provide prompt cooperation to RMA and its representatives to ensure that the Program is effective and responsive to Members.
- (d) The Vendor will manage the transition of Members into the Program, and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (e) During the Term, the Vendor will continually provide Members with the Program Pricing for all Goods/Services.
- (f) The Vendor will ensure that its Program Pricing is uploaded in the SAMPLE system for Member access.
- (g) The Vendor will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (h) The Vendor will inform RMA of important developments within the industry that affect the Program or the Goods/Services.

- (i) The Vendor will maintain the insurance required under Schedule A (Program Details at all times during the Term.

2.3 Responsibilities of RMA

- (a) RMA will facilitate and administer the Fleet Upfitting & Aftermarket Accessories Program as outlined in this Agreement – including Schedule A (Program Details), the Proposal and the RFP.
- (b) RMA will act as a liaison between the Vendor and the Members, to help facilitate obtaining any information required in relation to the Program. RMA will support the Vendor's Program marketing efforts by making information about the Program available to its Members.

2.4 Program Leads

- (a) RMA and Vendor will each designate a representative from its organization with the authority and competence to coordinate and manage its contributions to the Program on such Party's behalf (each a "Program Lead").
- (b) Once each quarter, or as otherwise reasonably requested by either Party, the Program Leads shall formally review the progress of the Program including any problems, concerns, results and any other information material to the progress and success of the Program. Such review shall occur by teleconference at a time mutually agreeable to the Program Leads.

2.5 No Guaranteed Volumes

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

2.6 Exclusivity

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

2.7 Conflict of Interest

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

it any actual or reasonably suspected Conflict of Interest in connection with the Program.

- (c) The Vendor agrees not to enter into any contract or other commitment with any person during the term of the Agreement that would cause a Conflict of Interest in connection with the Program.

ARTICLE 3 FINANCIAL MATTERS

3.1 Pricing Commitment and Discount Adjustment

- (a) Generally, Program discounts are firm for the Term. However, if the Vendor wishes to adjust the Program discount model, the Vendor must provide RMA with at least 30 days prior written notice to request any increase or decrease in prices using the Change Request Form. To ensure timely consideration of the request, the Vendor must comply with the instructions set out in the Change Request Form.
- (b) Program pricing, while represented in Canadian funds, is a by-product of the US currency exchange rate. US currency exchange rates concurrently affect the installed costs on equipment.
- (c) Program pricing, represented in section 3.2(e), is subject to change based on US currency exchange rates. The pricing tables provided are indicative of US currency exchange at 1.31 as of August 2020.
- (d) This is a ceiling-based contract, whereby the maximum markup on equipment is 1.28 based on installed cost.
- (e) RMA shall consider all duly completed Change Request Forms and shall notify the Vendor of whether the Program Pricing (or other change) is acceptable or not within 20 days of receipt of the Change Request Form. RMA shall not unreasonably withhold its approval to any requested change – provided that RMA may refuse any change in Program Pricing prior to the first anniversary of the Effective Date for any reason or without giving any reason. For added clarity, the Change Request Form applies only to changes to the maximum markup on equipment.

3.2 Administrative Fees

- (a) In consideration of RMA's contributions to the Program, the Vendor agrees to pay to RMA the Administrative Fee.
- (b) The Administrative Fee will be paid to RMA by the Vendor as set out in Schedule A (Program Details) – provided that any Member purchases of Goods/Services that deviate from the approach set out in that Schedule will not release the Vendor from paying the corresponding Administrative Fee for such purchases (for example, if the Administrative Fee is to be paid on sales billed to RMA, the Vendor will still

Common Options

Description	List Price	RMA Member Price	Notes/Comments
Pricing will be subject to changes in USD exchange, and our supplier price increases.			
UNDERBODY TOOLBOX - Depth 12 in, Height 12 in, Width 24 in.	\$686.25	\$651.94	Aluminum
UNDERBODY TOOLBOX - Depth 24 in, Height 24 in, Width 72 in.	\$1,436.25	\$1,364.44	Aluminum
CROSSFRAME TOOLBOX - Depth 12 in, Height 44 in, Width 80 in.	\$3,777.50	\$3,588.63	Aluminum
CROSSFRAME TOOLBOX - Depth 24 in, Height 72 in, Width 92 in.	\$5,027.50	\$4,776.13	Aluminum
CONE HOLDER – Mounted on the front bumper, or side of the chassis without obstructing vehicle lighting. Must be capable of holding a minimum of 6 cones.	\$296.25	\$281.44	
BOOT BRUSH – Boot brush to be mounted on sideboards or exterior of units close to the cab.	\$171.25	\$162.69	
MIRRORS – Additional mirrors, such as convex or hood mounted mirrors to assist driver's visibility.	\$676.25	\$642.44	\$260 Instl from Chassis Factory
BACK-UP CAMERA – Install back-up camera on bodies that require additional visibility behind the body.	\$628.24	\$596.83	Buyers Wireless
BACK-UP ALARM – White noise back-up alarm, Brigade SA-BBS-107 or City approved equivalent.	\$467.55	\$444.17	Brigade ASA-BBS
BUS BARS – Blue Sea 2300 series bus bars or City approved equivalent.	\$31.25	\$29.69	Incl in scope on work
TERMINAL BLOCKS – Blue Sea 2400/2500/2600 series terminal blocks or City approved equivalent.	\$12.50	\$11.88	Incl in scope of work
BATTERY PACK – 12V battery pack should consist of two (2) 6V batteries in series.	\$1,247.50	\$1,185.13	Trojan T105-AGM
BATTERIES – Discovery EVGT6A or City approved equivalent.	\$625.00	\$593.75	EVGT6A
BATTERY TRAY – Roll out tray designed for vehicle use with heavy duty slides or City approved equivalent.	\$971.25	\$922.69	
BATTERY ENCLOSURE – Self contained cabinet, weatherproof vented to outside air or City approved equivalent.	\$1,198.75	\$1,138.81	
BATTERY ENCLOSURE ACCESS – Weatherproof doors opening to body exterior or City approved equivalent.	\$593.75	\$564.06	
THERMAL PROTECTION – All installed 12V circuits protected with circuit breakers (preferred) or fuses.	\$50.00	\$47.50	
BATTERY ISOLATOR – Cole Hersee Smart Isolator PN 48530 or City approved equivalent.	\$361.25	\$343.19	Blue Sea 7611
MAKE AND MODEL – Go-Light or City approved equivalent.	\$717.25	\$681.39	
BEACON – Mounted on cab roof. Federal Signal PN 212660-02 or City approved equivalent. Provided with in-cab controls. Leak test of beacon installation is required.	\$493.61	\$468.93	
2000W INVERTER - Xantrex Prowatt 2000 or City Approved equivalent installed from body 12V electrical bus. Installed in a location approved by the City.	\$1,377.75	\$1,308.86	Xantrex
AUXILIARY HEATER - cargo area heater with no less than 2KW capacity powered by the chassis fuel system.	\$3,118.11	\$2,962.20	Wabasto
REAR LIFT GATE – Heavy duty fold up lift gate with working load of 2000 lbs and load area 42 in x 89 in. Powered from body 12V electrical bus and weather proofed.	\$7,862.50	\$7,469.38	Tommy Gate 89-20 RF 45-6

Aftermarket Accessories

Multiple models and options available. Only the most common shown

Snow & Ice

CTEC REFERENCE	EQUIPMENT	LIST SELL PRICE	RMA Member Price
ROAD PRO 36 10.0	10' RP FULL TRIP W/ ACCESSORIES (less M16522)	\$15,250.00	\$14,487.50
LOT PRO 7.5	MEYER STRAIGHT PLOW (SPECIFY TRUCK MOUNT)	\$8,995.00	\$8,545.25
LOT PRO 8.0	MEYER STRAIGHT PLOW (SPECIFY TRUCK MOUNT)	\$8,995.00	\$8,545.25
LOT PRO 8.5	MEYER STRAIGHT PLOW (SPECIFY TRUCK MOUNT)	\$9,100.00	\$8,645.00
LOT PRO 9.0	MEYER STRAIGHT PLOW (SPECIFY TRUCK MOUNT)	\$9,500.00	\$9,025.00
SUPER V3 8.5	MEYER V PLOW (SPECIFY TRUCK MOUNT)	\$11,500.00	\$10,925.00
SUPER V3 9.5	MEYER V PLOW (SPECIFY TRUCK MOUNT)	\$11,600.00	\$11,020.00
PRO2000CH	POLYMER HOPPER SPREADER W/CHAIN DRIVE	\$8,325.00	\$7,908.75
PRO2500CH	POLYMER HOPPER SPREADER W/CHAIN DRIVE	\$8,250.00	\$7,837.50
1400050SS	SPREADER KIT,SCH096SS,INVTD V	\$7,175.00	\$6,816.25
SHPE1500	SPREADER,HOPPER,STD CHUTE POLY	\$6,575.00	\$6,246.25
SHPE2000	SPREADER, 2 CU.YD. STD CHUTE	\$6,750.00	\$6,412.50
TGS03	SPREADER,TAILGATE	\$2,600.00	\$2,470.00
TGS07	BUYERS SALTDogg TAILGATE SPREADER	\$2,950.00	\$2,802.50
WB101G	SPREADER, WALK BEHIND	\$325.00	\$308.75
EX75II	SNOWDOGG STRAIGHT PLOW(SPECIFY TRUCK MOUNT)	\$7,433.00	\$7,122.00
EX80II	SNOWDOGG STRAIGHT PLOW(SPECIFY TRUCK MOUNT)	\$7,522.00	\$7,172.00
EX85II	SNOWDOGG STRAIGHT PLOW(SPECIFY TRUCK MOUNT)	\$7,607.00	\$7,288.00
EX90II	SNOWDOGG STRAIGHT PLOW(SPECIFY TRUCK MOUNT)	\$7,849.00	\$7,518.00
VXF85II	SNOWDOGG V PLOW(SPECIFY TRUCK MOUNT)	\$9,361.00	\$8,974.00
VX95II	SNOWDOGG V PLOW(SPECIFY TRUCK MOUNT)	\$9,540.00	\$9,144.00

Multiple models and options available. Only the most common shown

Interior / Exterior

CTEC REFERENCE	EQUIPMENT	LIST SELL PRICE	RMA Member Price
1702310	TOOLBOX,18X18X48,(2) SST T-HDLS,BLACK	\$550.00	\$522.50
1705105	TOOLBOX,ALUMINUM,18X18X36,REC DR T-HDL	\$600.00	\$570.00
1702715	TOOLBOX,18X18X60,POL STNLS STL DR,BLACK	\$995.00	\$945.25
1702305	TOOLBOX,18X18X36,SST T-HDL,BLACK POWDER	\$450.00	\$427.50
1705100	TOOLBOX,ALUMINUM,18X18X24,REC DR T-HDL	\$575.00	\$546.25
1702705	TOOLBOX,18X18X36,POL STNLS DR,BLACK PWD	\$450.00	\$427.50
1702710	TOOLBOX,18X18X48,POL STNLS STL DR,BLACK	\$575.00	\$546.25

Multiple models and options available. Only the most common shown

Towing

CTEC REFERENCE	EQUIPMENT	LIST SELL PRICE	RMA Member Price
BH81780	HITCH, COMBINATION W/1-7/8in BALL	\$135.00	\$128.25
1809030A	PLATE, HITCH, FORD, FINISHED	\$985.00	\$935.75
1809070	FLATBED/FLATBED DUMP HITCH PLATE BUMPER WITH 2-1/2" RECEIVER	\$1,400.00	\$1,330.00
1809040	HITCH PLATE KIT, 1/2in THK FABRICATORS	\$525.00	\$498.75
1809042	HITCH PLATE KIT, 5/8in THK FABRICATORS	\$975.00	\$926.25
1809035	PLATE, HITCH, CHEVY/GM, FINISHED	\$895.00	\$850.25
1809037	PLATE, HITCH, DODGE, 3500/4500/5500	\$1,200.00	\$1,140.00
1809037A	HITCH PLATE WITH PINTLE MOUNT, DODGE RAM (SIDE CHANNEL)	\$1,350.00	\$1,282.50
1809050	BUMPER, HITCH, FLAT BED DUMP	\$1,250.00	\$1,187.50
1809060A	PLATE, HITCH, FORD RECEIVER FINISHED	\$1,275.00	\$1,211.25

Multiple models and options available. Only the most common shown

Interior / Exterior

CTEC REFERENCE	EQUIPMENT	LIST SELL PRICE	RMA Member Price
M20383YCL	Thin Low Profile 3 LED Amber Clear Lens Warning Surface Mount Black Bezel	\$55.00	\$52.25
M20384YCL	Ultra 0.9" Thin Profile 4 LED Warning Light - Amber Clear	\$65.00	\$61.75
M09300YCL	3/4" Round P2PC CM Amber Clear Lens	\$8.25	\$7.84
M09300RCL	3/4" Round P2PC CM Red Clear Lens	\$8.75	\$8.31
M50900	3-Pin Right Angle STT Plug 10" Leads	\$2.50	\$2.38
M11300Y	2 1/2" Round Amber	\$10.25	\$9.74
M11300YCL	2 1/2" Round Amber Clear Lens	\$11.50	\$10.93
M09300R	3/4" Round P2PC CM Red	\$9.10	\$8.65
M50950	2-Pin Right Angle CM Plug 6" Leads	\$2.20	\$2.09
M50100-B	2 1/2" Black Vinyl Grommet FOR M11300	\$1.85	\$1.76
MWL-04	Rectangular LED Work Light - Black 12/24 VDC 400 Lumens	\$99.30	\$94.34
M11300R	2 1/2" Round Red	\$10.05	\$9.55
M63100R	OVAL STT LED	\$45.75	\$43.46
M42206	Rectangular White Combo Interior Courtesy & Back-Up Light	\$28.75	\$27.31
M09300Y	3/4" Round P2PC CM Amber	\$8.50	\$8.08
M50600-B	Oval Black Vinyl Grommet	\$2.50	\$2.38
M42213	Rectangular Back-Up Lightning Series	\$55.75	\$52.96
MWL-19	Round 9 LED Black Work Light 675 Lumens 12/24VDC	\$45.95	\$43.65

Multiple models and options available. Only the most common shown

Fiberglass Truck Caps

CTEC REFERENCE	EQUIPMENT	LIST SELL PRICE	RMA Member Price
20-1255-TJ	Space Cap Compak 6	\$14,541.00	\$13,693.00
20-1256-TJ	Space Cap Wild 6	\$16,163.00	\$15,169.00
20-1257-TJ	Space Cap Diablo	\$19,622.00	\$18,929.00
6.5 Low Pro	Brand FX Low Profile Work Pod	\$13,152.00	\$12,337.00

For 'Work-Ready' units, these are based on the August 2020 inventory and the pricing model for future units follow a maximum markup of 1.28 multiplier on installed cost.

Emergency Vehicles

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA Member Price	LOCATION	Notes
NV10320	CEC Bush Truck	2020 Ford F350 Reg Cab DRW	\$109,995.00	\$104,995.00	Calgary	See attached spec sheet: NV10320, BUSH TRUCK WORK READY spec
207326	MCB 30' Quick Attack	2019 RAM 5500 Crew Cab diesel	\$250,995.00	\$245,995.00	Calgary	See attached spec sheet: 207326, 30' QUICK ATTACK WORK READY spec
M342	MCB 12' Rescue with crane	2019 Ford F550 Crew Cab diesel	\$116,865.00	\$111,865.00	Calgary	See attached spec sheet: M342, 12' RESCUE WITH CRANE WORK READY spec
207375	MCB 12' Walk Around rescue	2020 Ram 5500 Crew Cab diesel	\$218,725.00	\$213,725.00	Calgary	See attached spec sheet: 207375, 12' WALK AROUND RESCUE WORK READY spec
207356	MCB Spittfire 300 gallon	2019 Ford F550 Reg Cab diesel	\$209,625.00	\$204,625.00	Calgary	See attached spec sheet: 207356, SPITFIRE QUICK ATTACK 300 GAL WORK READY spec
197348	MCB Spittfire 425 gallon	2019 Ford F550 Reg Cab diesel	\$207,625.00	\$202,625.00	Calgary	See attached spec sheet: 197348, SPITFIRE QUICK ATTACK 425 GAL spec
207358	MCB Super Squad	2019 Ford F350 Ext Cab	\$154,354.00	\$149,354.00	Calgary	See attached spec sheet: 207358, SUPER SQUAD WORK READY spec

CTEC ELLIOTT Work Ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA Member Price	LOCATION	Notes
NV7501	Elliott M43R	2019 RAM 5500 4x4	\$240,334.75	\$228,653.88	Delta	See attached spec sheet: NV7501 TEQ Elliott M43R Work Ready
NV7760	Elliott L60R	2019 Freightliner M2 106	\$330,639.75	\$312,164.28	Delta	See attached spec sheet: NV7760 TEQ Elliott L60R Work Ready
NV8684	Elliott L60R	2020 Freightliner M2 106	\$330,639.75	\$312,166.74	Edmonton	See attached spec sheet: NV8684 TEQ Elliott L60R Work Ready
NV8878	Elliott M43R	2019 Ford F550 4x2	\$247,511.25	\$235,330.20	Surrey	See attached spec sheet: NV8878 TEQ Elliott M43R Work Ready
NV8879	Elliott M43R	2019 Ford F550 4x2	\$247,511.25	\$235,325.08	Regina	See attached spec sheet: NV8879 TEQ Elliott M43R Work Ready

Towing Work-ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	LIST SELL PRICE	RMA Member Price	LOCATION	Notes
NV10222	10 Series 19' AL	2019 Dodge Ram 5500	\$131,250.00	\$124,218.93	Delta	See attached spec sheet: NV10222 Century 10 Series Work Ready
NV10243	10 Series 19' AL	2019 Dodge Ram 5500	\$131,250.00	\$124,214.19	Delta	See attached spec sheet: NV10243 Century 10 Series Work Ready
NV4393802	10 Series 19' AL	2019 Ford F550 120" Reg	\$134,820.00	\$127,627.05	Delta	See attached spec sheet: NV4393802 Century 10 Series Work Ready
NV4373336	12 Series 22'	2019 Freightliner M2 106 Ext Cab	\$181,650.00	\$172,118.52	Calgary	See attached spec sheet: NV4373336 Century 12 Series Work Ready
NV9806	12 Series 22'	2020 Freightliner M2 106 Reg Cab	\$174,900.00	\$165,164.18	Regina	See attached spec sheet: NV9806 Century 12 Series Work Ready
NV4373337	12 Series 22'	2019 Freightliner M2 106 Ext Cab	\$181,650.00	\$172,118.52	Calgary	See attached spec sheet: NV4373336 Century 12 Series Work Ready
NV4393271	12 Series 22'	2020 International Reg Cab	\$177,448.00	\$168,137.98	Calgary	See attached spec sheet: NV4393271 Century 12 Series Work Ready
NV10169	12 Series 22'	2020 Freightliner M2 106 Reg Cab	\$174,900.00	\$165,141.20	Regina	See attached spec sheet: NV10169 Century 12 Series Work Ready
NV10056	12 Series 22'	2020 Freightliner M2 106 Ext Cab	\$184,800.00	\$175,136.73	Surrey	See attached spec sheet: NV10056 Century 12 Series Work Ready
NV4966-1	16 Series 23'	2018 Freightliner M2 106 Ext Cab	\$175,350.00	\$166,195.11	Calgary	See attached spec sheet: NV4966-1 Century 16 Series Work Ready
NV8764	16 Series 23'	2019 Freightliner M2 106 Ext Cab	\$178,500.00	\$169,207.46	Edmonton	See attached spec sheet: NV8764 Century 16 Series Work Ready
NV10177	16 Series 23'	2020 Kenworth T370	\$186,192.50	\$185,915.32	Surrey	See attached spec sheet: NV10177 Century 16 Series Work Ready
NV10176	16 Series 23'	2020 Kenworth T370	\$186,192.50	\$185,928.42	Surrey	See attached spec sheet: NV10176 Century 16 Series Work Ready

Articulating Cranes Work Ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS	SELL PRICE	RMA Member Price	LOCATION	Notes
NV9801	Amco Verba V830 - 353A crane, 20' deck	2018 Hino 358	\$171,908.50	\$167,111.18	Edmonton	See attached spec sheet: Articulated Cranes / NV9801
NV9807	Amco Verba B17 45 crane, 20' deck	2020 M2 106 Freightliner	\$195,279.00	\$185,515.05	Surrey	See attached spec sheet: Articulated Cranes / NV9807
NV10187	Amco Verba 936N 4x4 w/ remote 12' Deck	2020 Ford F550	\$132,875.00	\$127,082.00	Surrey	Detailed specifications available upon request - See note for descriptions
NV10193	Amco Verba 936N 20' Deck	2020 Freightliner SD134	\$209,197.50	\$204,137.63	Surrey	Detailed specifications available upon request - See note for descriptions
NV9881	Amco Verba 91740 Custom Deck	2019 Freightliner M2 106	\$201,990.75	\$193,834.21	Edmonton	Detailed specifications available upon request - See note for descriptions

Hook Lift Work Ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increase.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA Member Price	LOCATION	Notes
NV9090	Stellar Hook Lift 108-12	2020 Isuzu NRR	\$107,199.00	\$105,000.00	Surrey	See attached spec sheet: NV9090

Snow & Ice Work Ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA Member Price	LOCATION	Notes
NV410306	Monroe PLOW/Sander with 8'-6" 16'-6" Bebeau	2018 Western Star 4700	\$271,081.00	\$152,884.00	Surrey	See attached spec sheet: Snow & Ice 410306
NV4455	9'PL Knapheide / cross box Pileggi plow & Stainless Sander	2019 Dodge 5500	\$136,473.00	\$128,083.00	Surrey	See attached spec sheet: Snow & Ice 4455
NV30288	BEAUMOND 15' DUMP/MONROE MC180 SS P/W ON SANDER/MONROE MP418 12-15CY FRONT PLOW	2020 HVE13 SBA	\$189,074.00	\$187,474.00	Edmonton	See attached spec sheet: NV30288
NV30287	BEAUMOND 15' DUMP/MONROE MP418 12-15CY FRONT PLOW/MCV-100-64 SS SANDER	2020 Freightliner	\$268,782.00	\$262,782.00	Edmonton	See attached spec sheet: NV30287
NV30028	Blitz 15' Heavy Snow & Ice deice	2020 Western Star 4700 SB	\$250,643.00	\$241,708.00	Calgary	See attached spec sheet: NV30028

SERVICE BODY Work Ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA - Member Price	LOCATION	Notes
NV5780	H1000S Crane/Aerial/Coupler/steer	2018 H1000S 106-004 Freightliner	\$252,000.00	\$177,200.00	Surry	See attached spec sheet Service Body Spec sheet / NV5780 Maintainer Service Body
NV4329183	Delta Web Scaff Crane	2018 Peterbilt 120	\$230,000.00	\$129,000.00	Regina	See attached spec sheet NV 4329183
NV8082	H1400 Crane/VMAAC Compressor	2019 Dodge 5500 404 Crew cab	\$181,888.00	\$126,682.50	Edmonton	See attached spec sheet Service Body Spec sheet / NV 8082 Maintainer Service Body
S04379129	H1400 Crane/VMAAC Compressor	2019 Dodge 5500 404 Crew cab	\$181,888.00	\$126,682.50	Woodstock	See attached spec sheet Service Body Spec sheet / NV 4379129 Maintainer Service Body
NV8000	H1400 Crane/VMAAC Compressor	2019 Dodge 5500 404 Crew cab	\$181,888.00	\$126,682.50	Regina	See attached spec sheet Service Body Spec sheet / NV 8000 Maintainer Service Body
NV8021	H1400 Crane/VMAAC Compressor	2019 Dodge 5500 404 Crew cab	\$181,888.00	\$126,682.50	Surry	See attached spec sheet Service Body Spec sheet / NV 8021 Maintainer Service Body
NV9016	H1400 Crane/VMAAC Compressor	2019 Dodge 5500 404 Reg cab	\$181,888.00	\$126,682.50	Surry	See attached spec sheet Service Body Spec sheet / NV 9016 Maintainer Service Body
NV10086	General Body Horner	Ford F150 SC 404	\$180,885.00	\$177,685.00	Surry	See attached spec sheet Service Body Spec sheet / NV 10086 Horner Slinger -11
NV10087	General Body Horner	Ford F150 SC 404	\$180,885.00	\$177,685.00	Calgary	See attached spec sheet Service Body Spec sheet / 10087 Horner Slinger -11
NV90156	General Body Horner	Ford F150 SC 404	\$180,885.00	\$177,685.00	Edmonton	See attached spec sheet Service Body Spec sheet / NV 90156 Horner Slinger -11
NV10157	General Body Horner	Ford F150 SC 404	\$180,885.00	\$177,685.00	Regina	See attached spec sheet Service Body Spec sheet / NV 10157 Horner Slinger -11

Utility Equipment Work Ready Units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA - Member Price	LOCATION	Notes
NV11210	Hiranger LT40 Aerial	Ram 5500 404 Reg Cab	\$162,225.00	\$159,322.50	Delta	See attached spec sheet: NV11210 LT40 RAM Chassis
NV4368380	Hiranger H100S Aerial	International HV Single Axle	\$319,095.00	\$301,430.38	Delta	See attached spec sheet: NV4368380 Optima H100S SA
NV4368378	Hiranger H100S Aerial	2020 F108SD Tandem	\$346,489.50	\$327,371.62	Delta	See attached spec sheet: NV4368378 Optima H100S TA
NV4374391	Hiranger H100S Aerial	2020 International HV607 Tand	\$341,239.50	\$322,433.99	Delta	See attached spec sheet: NV4374391 Optima H100S TA
NV10014	Commander C4047	International HV Single Axle	\$333,795.00	\$315,267.04	Delta	See attached spec sheet: NV10014 Commander C4047
NV4374389	Commander C5052	2020 International HV607 Tand	\$381,675.00	\$360,399.33	Delta	See attached spec sheet: NV4374389 Commander C5052
NV4371104	Commander C6060	2020 F108SD Tandem	\$428,925.00	\$404,942.06	Delta	See attached spec sheet: NV4371104 Commander C6060

OIL FIELD SERVICE Work Ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA - Member Price	LOCATION	Notes
NV9064	Amco Veba 906N 45 Crane/Cyclone deck	2019 Dodge 5500 404 Crew cab	\$ 133,350.00	\$ 126,682.50	Regina	See attached spec sheet Oil Field Service Bodies NV9064
NV9065	Amco Veba 906N 45 Crane/Cyclone deck	2019 Dodge 5500 404 Crew cab	\$ 133,350.00	\$ 126,682.50	Regina	See attached spec sheet Oil Field Service Bodies NV9065
NV9066	Amco Veba 906N 45 Crane/Cyclone deck	2019 Dodge 5500 404 Crew cab	\$ 133,350.00	\$ 126,682.50	Regina	See attached spec sheet Oil Field Service Bodies NV9066
NV8434	Amco Veba 906N 35 Crane/Cyclone deck	2018 Ford F550 404 Crew cab	\$ 138,300.00	\$ 131,470.50	Edmonton	See attached spec sheet Oil Field Service Bodies NV8434
NV4384218	Amco Veba 906N 35 Crane/Cyclone deck	2018 Ford F550 404 Crew cab	\$ 138,300.00	\$ 131,470.50	Calgary	See attached spec sheet Oil Field Service Bodies NV4384218
NV4366655	Amco Veba 906N 35 Crane/Cyclone deck	2019 Ford F550 404 Super Cab	\$ 138,350.00	\$ 131,487.50	Edmonton	See attached spec sheet Oil Field Service Bodies NV4366655
NV10039	Palfringer PRT 001 SLD3 / Off-Hill Deck	2019 Ford F550 Crew Cab	\$ 144,900.00	\$ 137,655.00	Regina	See attached spec sheet Oil Field Service Bodies NV10039
NV10070	Amco Veba 906N 45 Crane/Cyclone deck	2020 Ford F550 Crew Cab	\$ 144,900.00	\$ 137,655.00	Regina	See attached spec sheet Oil Field Service Bodies NV10070
NV10129	Amco Veba 906N 45 Crane/Cyclone deck	2020 Dodge 5500 404 Crew cab	\$ 133,350.00	\$ 126,682.50	Regina	See attached spec sheet Oil Field Service Bodies NV10129

Dump Bodies - Work Ready units

All pricing provided is based on current inventory as of August 2020, and is subject to prior sale. Further unit pricing will be subject to changes in foreign exchange, and supplier price increases.

CTEC REFERENCE	EQUIPMENT	CHASSIS MODEL	SELL PRICE	RMA - Member Price	LOCATION	Notes
NV10015	Albeau BFL 5 10-6	Freightliner 114SD	\$307,900.00	\$304,504.00	Kelowna	See attached spec sheet # NV10015
NV7781	Knapp Ida PUL-11-LCF-8	2018 FUSO	\$71,796.00	\$71,498.00	Surry	Detailed specifications available upon request - See note for description
NV10256	Knapp Ida 9' Dump W/ Cross Box	2019 Dodge 5500	\$151,882.00	\$140,288.00	Surry	Detailed specifications available upon request - See note for description
NV9812	Albeau BFL5-1500M54	2019 Kenworth T800	\$203,893.00	\$200,851.00	Edmonton	See attached spec sheet # NV 9132
NV9843	Albeau BFL5-1500M54	2019 International	\$187,844.00	\$184,000.00	Edmonton	See attached spec sheet # NV 9433
NV8367	Albeau M40-1500048	2019 Kenworth	\$164,926.00	\$163,144.00	Edmonton	See attached spec sheet # NV 8367
NV8366	Albeau M40-1500048	2019 Kenworth	\$188,861.00	\$187,898.00	Edmonton	See attached spec sheet # NV 8366
NV10087	Albeau M40-1500048	2020 Peterbilt	\$189,537.00	\$181,988.00	Edmonton	See attached spec sheet # NV 10087
NV10059	BFL5-1500648	2020 Freightliner	\$202,412.00	\$200,388.00	Edmonton	See attached spec sheet # NV 10059
NV10079	BFL5-1500648	2020 INTERNATIONAL	\$174,424.00	\$172,845.00	Edmonton	See attached spec sheet # NV 10079
NV4388971	Renn GB DH16 HSL G15	2020 Mack Anthem	\$171,978.00	\$170,080.00	Calgary	See attached spec sheet Gravel Box Spec Sheet NV4388971
NV4389368	Renn GB DH16 HSL G15	2020 Mack Anthem	\$171,978.00	\$170,080.00	Calgary	See attached spec sheet Gravel Box Spec Sheet NV4389368
NV4379867	Renn GB DH16 HSL W/PUP	2019 Freightliner 114SD	\$194,165.00	\$192,889.00	Calgary	See attached spec sheet Gravel Box Spec Sheet NV4379867
NV4374878	Renn GB DH16 HSL	2019 Western Star 4700	\$183,852.00	\$181,254.63	Calgary	See attached spec sheet Gravel Box Spec Sheet NV4374878
CAN25QWAL	Canade Quad Wagon 3/16" ALUM	TBD	\$111,000.00	\$106,580.00	Calgary	See attached spec sheet Gravel Box Trailers / CAN25QWAL
CAN25QWAM	Canade Quad Wagon AR400	TBD	\$96,111.00	\$93,228.00	Calgary	See attached spec sheet Gravel Box Trailers / CAN25QWAM
AR200 End Dump	Canade 3/16" AR200 TRIDEM END DUMP	TBD	\$170,891.00	\$167,750.00	Calgary	See attached spec sheet Gravel Box Trailers / AR200 End Dump
AR400 End Dump	Canade 3/16" AR400 TRIDEM END DUMP	TBD	\$174,900.00	\$171,190.00	Calgary	See attached spec sheet Gravel Box Trailers / AR400 End Dump
SD-COREN	Renn SD-C0 Side Dump Trailer	TBD	\$173,087.35	\$169,607.00	Calgary	See attached spec sheet Gravel Box Trailers / SD-C0 Side Dump
SD-COREN	Renn SD-C0 Side Dump Trailer	TBD	\$173,087.35	\$169,607.00	Calgary	See attached spec sheet Gravel Box Trailers / SD-C0 Side Dump
SL3300	Renn SL3300 Gen 2 tub	TBD	\$170,875.00	\$167,500.00	Calgary	See attached spec sheet Gravel Box Trailers / SL3300
SLD1701	Renn SLD-1701 SLD-ARR	TBD	\$181,375.00	\$177,500.00	Calgary	See attached spec sheet Gravel Box Trailers / SLD-1701
SL1700G51 SR	Renn SL1700 SR Pup	TBD	\$44,900.00	\$42,275.00	Calgary	See attached spec sheet Gravel Box Trailers / SL1700G51 SR
SL1700G51 AR	Renn SL1700 AR Pup	TBD	\$49,500.00	\$47,025.00	Calgary	See attached spec sheet Gravel Box Trailers / SL1700G51 AR

3.3

Vendor Expenses

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

3.4 Billings and Payment

- (a) All invoices regarding Member purchases of Goods/Services and all payments to Vendor in satisfaction of those invoices are processed through the Vendor.
- (b) All invoices must include:
 - (i) a 'Bill To' section to the RMA Member address;
 - (ii) a 'Ship To' section that includes the Member name, address, Member number and contract number; and
 - (iii) for each type of Goods/Services purchased by the Member:
 - (A) detailed description of what was purchased;
 - (B) quantities, unit price, and extended price (these prices shall include any Administrative Fee based on Section 3.2(a)); and
 - (C) GST, PST, and/or HST number (stated separately).
- (c) Invoices should not include:
 - (i) any statement of an Administrative Fee, commission or discount rate; or
 - (ii) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (d) To the extent RMA or any Member requests reasonable supporting documentation regarding invoiced amounts, the Vendor shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Vendor's receipt of that request and the delivery of the relevant supporting documentation to RMA.
- (e) The Vendor shall ensure that any person ordering on behalf of a Member provides the Vendor with that Member's RMA member number for electronic entry on the invoice.

3.5 Financial Reporting and Record-keeping

- (a) The Vendor shall provide the reports described in Schedule A (Program Details).
- (b) The Vendor shall keep and maintain sufficient records in connection with the Program to substantiate that it has performed its obligations hereunder, including as they relate to the payment of the Administrative Fee.
- (c) The Vendor shall be able to report on the aggregate Program performance as well as Program performance isolated to specific Provincial associations and Membership groups.

- (d) The Vendor will pay the Administrative Fee to RMA in accordance to the financial reporting, on a quarterly basis.
- (e) RMA, its authorized representatives or an independent auditor identified by RMA may, at RMA's expense, upon reasonable prior notice to the Vendor, review or audit the Vendor's records regarding the Vendor's performance of its obligations hereunder. The Vendor shall provide reasonable cooperation in connection with the foregoing, and shall disclose or grant reasonable access to any information requested by RMA, its authorized representatives or an independent auditor in connection with the Program or this Agreement.

ARTICLE 4 TRADE-MARKS

4.1 Trade-mark License and Branding

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

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

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations by Each Party

Each Party represents and warrants to the other that:

- (a) it has the authority to enter into this Agreement and carry out its obligations hereunder, and doing so will not result in a violation by it of any law or any rule, judgment, order, decree or similar act of any Governmental Authority;

- (b) this Agreement has been duly executed by it; and
- (c) it has not granted and shall not grant any rights or licenses and has not entered into and shall not enter into any agreement, either written or oral, that would conflict with this Agreement or the Program.

5.2 Representations by the Vendor

Vendor represents and warrants that:

- (a) it is properly qualified, licensed, equipped, and financed to provide the Program and perform its obligations under this Agreement and any Purchase Agreement;
- (b) its representatives, agents, dealers and distributors (if any) that are involved in the delivery of the Program or the performance of the Purchase Agreements are also properly qualified, licensed, equipped, and financed for such purposes;
- (c) if the Vendor is a manufacturer or wholesale distributor, Vendor has a documented relationship with a suitable dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Purchase Agreement on behalf of the Vendor – and any such dealer will be considered a subcontractor of the Vendor for the purposes of this Agreement;
- (d) it shall comply with all applicable standards and requirements referred to in this Agreement or as may be required by law;
- (e) all of its obligations will be carried out by qualified personnel and all work will be performed in a professional manner;
- (f) it is not aware of any proceeding in progress or pending or threatened that might be expected to have a materially adverse effect on the Program or impact its ability to meet its obligations under this Agreement; and
- (g) after due inquiry, it is not aware of any circumstances which do or might cause a Conflict of Interest in respect of its participation in the Program.

ARTICLE 6 CONFIDENTIAL INFORMATION

6.1 Use and Non-Disclosure of Confidential Information

The Receiving Party agrees not to:

- (a) use Confidential Information for any purpose except to carry out the Program; or
- (b) grant access or disclose Confidential Information to any person except to those agents, directors, officers, employees and contractors of the Receiving Party who are required to have access to the information in order to carry out the Program, and who are bound by obligations to protect the Confidential Information that are

substantially similar to those set out in this Agreement (provided that the Receiving Party remains liable for any breach of confidence cause by such persons).

6.2 Protection

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

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

6.3 Mandatory Disclosure

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

6.4 Notice of Unauthorized Use or Disclosure

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

6.5 No Proprietary Right

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

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

On receipt of a written demand from the Disclosing Party, and in any event within 20 days after the expiry or termination of this Agreement, the Receiving Party shall immediately return all Confidential Information, including any related Confidential Material, to the Disclosing

Party, or, if instructed by the Disclosing Party to destroy any Confidential Information, shall securely destroy that Confidential Information and related Confidential Material and provide a written certificate to the Disclosing Party certifying the destruction of such Confidential Information and Confidential Material. This Section 6.6 shall not apply to routinely made back-up copies of Confidential Information in electronic form, or to archival copies required to be retained under the applicable law, provided that the Receiving Party shall comply with this Agreement in respect of such copies.

6.7 Freedom of Information Laws

- (a) The Vendor acknowledges that RMA is subject to FOIPPA and that any information provided to RMA in connection with the Program or otherwise in connection with this Agreement, or held on RMA's behalf, may be subject to disclosure in accordance with FOIPPA. The Vendor also acknowledges that Members may be subject to other freedom of information legislation, which may similarly require them to disclose any information provided to them or held on their behalf in connection with the Program or any Purchase Agreement.
- (b) To support RMA's compliance with FOIPPA, the Vendor will:
 - (i) provide RMA-related records to the RMA within 7 days of being directed to do so by the RMA;
 - (ii) promptly refer to RMA all requests made to the Vendor by third parties referencing FOIPPA or other public sector freedom of information laws;
 - (iii) not access any Personal Information on RMA's behalf unless the RMA determines, in its sole discretion, that access is permitted under FOIPPA and is necessary in order to provide the Program and/or Goods/Services to Members under the Program;
 - (iv) keep RMA Confidential Information physically or logically separate from other information held by the Vendor;
 - (v) not destroy any information related to Program Administration until 7 years after the termination of this Agreement unless authorized in writing by RMA to destroy it sooner;
 - (vi) implement other specific security measures requested by RMA that in the reasonable opinion of the RMA would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of RMA Confidential Information (including, for greater certainty, information about or provided by any Member).

ARTICLE 7 INDEMNITY AND LIABILITY

7.1 Liability for Representatives

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

7.2 Indemnity

- (a) Subject to the limitation of liability set out in Section 7.3 (and in the case of RMA, subject to Section 7.1), each Party (an “**Indemnifying Party**”) shall indemnify, defend (at its expense) and hold the other Party (the “**Indemnified Party**”) and its directors, officers, employees, contractors and agents (collectively, the “**Indemnitees**”) harmless in respect of any action, claim, demand, cost, charge, losses, and expenses (including legal costs on a substantial indemnity basis), whether or not well-founded, (“**Losses**”) brought against or suffered by the Indemnitees arising out of or related to:

- (i) claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;
- (ii) claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; or
- (iii) any breach of the Indemnifying Party’s obligations, representations or warranties in the Agreement;

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

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

7.3 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM FOR PUNITIVE, EXEMPLARY, AGGRAVATED, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS OR REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS, HOWSOEVER DERIVED. THE FOREGOING SHALL NOT SUPERSEDE THE TERMS OF ANY PURCHASE AGREEMENT WHICH PROVIDE OTHERWISE.

7.4 Equitable Relief

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

ARTICLE 8 TERM AND TERMINATION

8.1 Term

This Agreement comes into effect on the Effective Date and shall continue in force for an initial term of 3 years, unless terminated in accordance with its provisions. That initial term may be extended once by a further period of 2 years between RMA and Vendor by mutual agreement of the Parties in writing.

8.2 Reduction in Scope

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

8.3 Termination by Either Party

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

8.4 Termination by RMA

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

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

8.5 Termination by Vendor

Vendor shall be entitled to terminate the Agreement, without liability, cost, or penalty on written notice to RMA where RMA ceases to carry on operations.

8.6 Orderly Termination

In the event of termination or expiry of the Agreement, each Party shall cooperate to effect an orderly wind-up of the Program. Within 30 days of termination or expiry, each Party shall pay to the other any amounts owed to that other Party under this Agreement.

In the event of a termination of this Agreement by RMA pursuant to Section 8.3, the Vendor shall be liable to RMA for any costs incurred by the RMA and corresponding Administration Fees as a result of the notice of default and termination of this Agreement.

8.7 No Limitation of Remedies

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

8.8 Survival

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

ARTICLE 9 FORCE MAJEURE

9.1 General

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

9.2 Notice and Performance

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

9.3 Right to Terminate

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

ARTICLE 10 DISPUTE RESOLUTION

10.1 General

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

10.2 Election

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

10.3 Arbitration Site and Arbitrator

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

10.4 Procedure

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

ARTICLE 11 GENERAL

11.1 Notices

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

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

The Parties respective addresses and contact persons are set out in Schedule A (Program Details). Each Notice sent in accordance with this Section shall be deemed to have been received:

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

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

11.2 Public Announcements

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

11.3 Governing Law and Forum

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

11.4 Entire Agreement

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

11.5 Amendment and Waiver

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

11.6 Severability

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

11.7 Assignment

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

11.8 Time of Essence

Time shall be of the essence in this Agreement.

11.9 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.

11.10 Counterparts

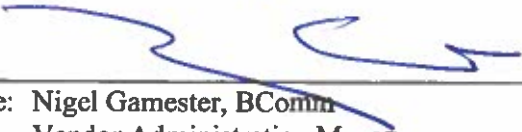
This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by Electronic Transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by Electronic Transmission) 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.


Remainder of page intentionally left blank

RURAL MUNICIPALITIES OF ALBERTA

By: 
 Name: Dave Dextraze, CET
 Title: Manager of Vendor Relations

By: 
 Name: Nigel Gamester, BComm
 Title: Vendor Administration Manager

Vendor Legal Name: Commercial Truck Equipment Corp.

By: 
 Name: Brennan Kepler
 Title: Branch Manager Edmonton.

SCHEDULE A
PROGRAM DETAILS

Note: *The following schedule may highlight aspects of the Proposal for convenient reference or may address clarifications or the result of negotiations.*

1. Goods/Services

As per Fleet Upfitting & Aftermarket Accessories Program RFP-2020-002. See Schedule “C”

Offering includes ‘work ready’ units.

Section 3.2(d) includes the proposed Goods/Services.

2. Territory

All provinces and territories in Canada.

3. Administrative Fee

As per Commercial Truck Equipment Corp. Accessories submission and clarification to RFP-2020-002. See Schedule “B”.

2% on member orders, including work ready units. Administrative Fee does not apply to the chassis. Administrative Fee applies only to orders with major equipment installation or upfitting. For added clarity, service and repair orders are excluded from Administrative Fee. Parts orders that are not included in an equipment installation are excluded from the Administrative Fee.

Administrative Fee applies to the labour rate of \$125/hour + 10% shop supplies on non-service related orders.

4. Order Process

As per Commercial Truck Equipment Corp. Accessories submission to RFP-2020-002. See Schedule “B”

This is not an exclusive supply contract as multiple vendors have been awarded to the Fleet Upfitting and Aftermarket Accessories Program.

Members will order directly through the Vendor and the Vendor will receive payment for the order directly from the Member. The Vendor will provide quarterly reporting with associated Administrative Fees for Member orders through this Agreement.

5. Funds Flow

As per Article 3 – Financial Matters

Members will order directly through the Vendor and the Vendor will receive payment for the order directly from the Member.

6. Payment Terms, Holdbacks and Financing Options

As per Article 3 – Financial Matters

2% Administrative Fee is payable on fleet upfitting, aftermarket accessories, and work ready units per submission to RFP-2020-002. The applicable parts eligible for the Administrative Fee include those parts required for major equipment installation or upfitting. The Administrative Fee does not apply to the chassis portion of the invoice, as well the Administrative Fee does not include service and repair orders, or maintenance parts.

7. Marketing Plan

As per Commercial Truck Equipment Corp. Accessories submission to RFP 2020-002. See Schedule “B”

8. Reports

The Vendor will provide monthly reports to RMA about Member purchases under the Program (showing province, association, Member name, Goods/Services purchased, price and Administrative Fee).

The Vendor will provide quarterly reports to RMA identifying all sales and deliveries of Goods/Services pursuant to the Program and the Administrative Fee amount accumulated to date and owing (or paid) to RMA. The Vendor will clearly show all supporting amounts, references, and provide appropriate supporting information.

The Vendor will provide a quarterly business review to RMA to discuss Fleet Upfitting & Aftermarket Accessories Program sales performance and the deployment and effectiveness of marketing strategies. Such review will be provided within 90 days of the anniversary of the Effective Date.

9. Insurance Obligations

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

- (a) the Indemnitees as additional insureds with respect to liability arising in the course of performance of the Vendor’s obligations under, or otherwise in connection with, the Agreement or the performance with the Vendor (or its representatives, agents, dealers and distributors) under a Purchase Agreement;
- (b) a cross-liability clause;

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

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

10. Additional Matters

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

11. Contact Information for Notices

Any Notice to RMA shall be addressed to:

Rural Municipalities of Alberta
c/o Vendor Relations
2510 Sparrow Drive
Nisku, Alberta T9E 8N5

Attention: Nigel Gamester, Vendor Administration Manager
Tel: 780-910-0330
Email: nigel@RMATrade.com

Attention: Dave Dextraze, Manager of Vendor Relations
Tel: 587-986-4189
Email: dave@RMATrade.com

Any Notice to Vendor shall be addressed to:

Commercial Truck Equipment Corp.
9111 – 41 Avenue
Edmonton AB, T6E 6M5

Attention: Brennan Kapler
Tel: 780.468.5151 | 780.918.7742
Email: bkapler@comtruck.ca

SCHEDULE "B"

PROPOSAL

Insert Commercial Truck Equipment Corp. Proposal along with Letter of Clarification

Form B – Proponent Questionnaire
General Business Information

Proponent Name: Commercial Truck Equipment Corp. _____

Questionnaire completed by: David Strierner _____

Please identify the person RMA should correspond with from now through the Award process:

Name: David Strierner Email address: dstrierner@comtruck.ca

Please answer the questions below using the Microsoft Word® version of this document. This allows RMA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. RMA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “N/A” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Corporate Overview – please provide a brief overview of the following information, no more than 10 pages in length.

History of your Company and Organization

Based on a philosophy of superior customer service supported with quality engineering, we have grown over the past 70 years to become Canada’s largest truck equipment supplier and vehicle integrator.

Our timeline:

1947 – Our founding company, Commercial Body Builders Ltd. was established in Vancouver BC.

1947 – 1997 – The company thrived in the manufacturing and modifying of truck bodies for BC based telecommunication, hydro, mining, construction, forestry, retail and service companies. We also supplied many truck components, such as cranes, man lifts and winches.

The story is often told about a forestry contractor in the 1950’s who wanted to take his crew to the work site with a truck that could carry 4 men and their chain saws. To accomplish this, the engineers at Commercial modified the contractor’s pickup. By extending the cab and creating 4 doors, they may have created the world’s first “crew cab” pickup truck.

1998 – The company began to diversify. By making the best use of our engineers and technicians, the company expanded its geographical and design horizons to take on more challenging manufacturing opportunities as well as represent additional truck equipment product lines.

The company began to produce equipment for the Canadian Military, General Motors and several large US based utility companies. We also manufactured armored trucks for a Canada wide customer and a line of mid-sized buses for public transit in BC.

Community-Shuttle

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2000 – Appointed the Terex Utilities dealer for Western Canada. This new business flourished and soon expanded to branches in Alberta.

2001 – Formed the company Commercial Equipment to focus on quality service, parts, equipment sales and rentals to the utility industry.

2002 – Acquired Russell Truck and was awarded the tow and recovery vehicle dealership for Miller Industries for Western Canada.

2005 – Appointed the Canadian rental dealer for Nesco utility vehicles. The rentals business has since flourished from coast to coast.

2010 – Acquired Danco Equipment. Danco was the largest Western Canadian supplier of truck mounted equipment, truck parts and service. With branches in Edmonton, Calgary, Regina and Surrey this acquisition dramatically improved our branch network and ability to service our customers. Danco specialized in Parker truck hydraulic components, drive line components, Amco Veba cranes, Terex truck cranes, Monroe snow and ice removal equipment, Stellar truck hook lifts, Bibeau gravel boxes as well as Stellar and Knapheide truck service bodies and many other quality products.

2012 – Acquired Renn Truck Equipment of Calgary. Renn was the leading supplier of both Southland and Cancade gravel boxes and trailers.

-Appointed the dealer for Weldco Hydra Lift cranes for Canada.

2013 – Merged Commercial Body Builders, Danco Equipment, Commercial Equipment, Renn Truck Equipment and Russell Truck to form one unified company: Commercial Truck Equipment Co.

-Expanded our branch network further with new locations in Grand Prairie, AB and Quebec City, Qc.

-Appointed the dealer for Palfinger Cranes.

2014 – Expansion with the opening of a larger branch in Regina, SK and a new branch in Acheson, AB.

2015 – Expansion of Calgary, AB branch with 8 additional truck service bays.

2016 – Woodstock, ON expansion with 4 additional truck service bays.

2017 – Acquired Canadian Towing Equipment Inc., the market leader for towing & recovery vehicles in Ontario. This acquisition positions Commercial Truck Equipment Co. as the largest towing & recovery supplier in Canada and one of the largest in North America. Canadian Towing Equipment has served the North American towing industry for over 25 years and continues to operate under the same name from locations in Ayr, ON and North York, ON.

– Appointed the Western Canadian dealer for Pierce Manufacturing Inc., the most recognized name of fire trucks in North America, in July 2017

– Appointed the Western Canadian dealer for Elliott Equipment Company.

– Dealership territory for Pierce Manufacturing Inc., expanded to include Ontario. in December 2017

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2020 – Commercial is appointed the Oshkosh Airport Products Canadian dealer. This partnership allows us to deliver ARFF vehicles, including the ORIGINAL STRIKER, and airport snow removal equipment to airports across Canada.

Products and Services

Commercial Truck Equipment Corp. offers Canada's widest selection of commercial vehicles, truck mounted equipment, and aftermarket accessories. From tow trucks, to fire apparatus, to power take-offs and everything in between, we offer decades of experience, comprehensive service, and a broad variety of product lines and brands.

The following is a high-level list of the products and services we offer.

- Digger Derricks
- Aerial Man Lifts
- Salt and Sand Spreaders
- Plows
- Towing and Recovery
- Articulating Cranes
- Stiff Boom Cranes
- Dump Boxes
- Service Trucks
- Hooklifts
- Service Cranes
- Cement Mixers
- Pierce Fire Apparatus
- MaxiMetal Fire Apparatus
- Frontline Emergency Command Centers
- Oshkosh Airport Products
- Power Take Offs
- Retarders
- Tailgates
- Truck Winches
- Truck Hydraulics
- Pumps and Blowers

For all of our product lines, we offer parts, service, warranty, and annual inspection and non-destructive testing. Our branches comply with the Canadian Motor Vehicle Safety Standards and are certified by Transport Canada with the National Safety Mark, indicating all vehicles meet Canada's stringent safety requirements.

With trained CWB certified welders, metal fabricators, heavy-duty certified mechanics, and millwrights, we can address a wide range of service requirements under one roof. We invest in training our staff through our top supplier factory programs, ITA apprenticeship programs, and in-house training to ensure an accurate, thorough, and safe service each and every time.

Our service centres offer service and repair for all of our product lines, in addition to upfit work on existing vehicles, custom lighting packages, and in British Columbia, we are an ICBC approved repair centre. Further, our service centres offer a wide variety of non-destructive testing and annual services.

- Annual stability testing performed by our in house engineering team, including customised load charts for each application
- Annual certification of truck-mounted aerial equipment and cranes, including complete mechanical, operational, and structural testing certified by an engineer
- Preventative maintenance programs on request custom fit based on the needs of the customer and apparatus

Manufacturing and Distribution Facilities

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Retail Locations and Branches

Our Locations

Vancouver

591 Chester Road
Delta, BC
V3M 6G7
Ph 604-526-6126
Fax 604-526-1746

Calgary

11199 - 48 Street SE
Calgary, AB
T2C 5H4
Ph 403-253-6421
Fax 403-253-1873

Regina

105 McDonald St N
Regina, SK
S4N 5W2
Ph 306-721-9575
Fax 306-721-2214

Quebec City

#105 445 Rue Papin
Québec City, PQ
G1P 3T8
Ph 418-653-0000
Fax 418-653-0222

Surrey

9475 192 Street
Surrey, BC
V4N 3R7
Ph 604-888-0513
Fax 604-888-1036

Edmonton

9111 - 41 Ave NW
Edmonton, AB
T6E 6M5
Ph 780-468-5151
Fax 780-468-1565

Woodstock

1005 Pattullo Ave
Woodstock, ON
N4V 1C8
Ph 519-421-4488
Fax 519-421-2155

Winnipeg

Ph 306-721-9575

Sales and Customer Support Teams

Our staff consists of professional engineers, designers and trade qualified workers who are experienced in truck equipment applications, truck equipment integration and truck equipment service & maintenance – so the vehicles we deliver properly perform the tasks which they were designed to accomplish.

Primary Contact:

Dave Striemer
Director of Sales
604-790-3252
dstriemer@comtruck.ca

Territory Contacts:

Southern BC
(Prince George & South)

Suzanne LaFrance
Branch Manager - Surrey, BC
C: 604.970.8955
slafrance@comtruck.ca

Northern Alberta &
Northern BC
(North of Prince George)
(North of Red Deer)

Brennan Kapler
Branch Manager - Edmonton
C: 780.918.7742
bkapler@comtruck.ca

Southern Alberta
Red Deer & South

Ian MacDonald
Branch Manager - Calgary
C: 403.650.3777
imacdonald@comtruck.ca

Saskatchewan & Manitoba

Ward Komonosky

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Branch Manager - Regina
C: 306-450-6832
wkomonosky@comtruck.ca

Ontario & East

Branch Manager – Chris Rayner
C: 519-421-4488
crayner@comtruck.ca

Ecommerce Tools

Commercial provides parts online through <https://comtruckparts.ca>. ComTruckParts provides a self-serve option for our customers, allowing them to purchase parts from a company they trust while experiencing the convenience of shopping online.

Value Added Services

Our centralized engineering group consists of Professional Engineers and experienced designers who ensure our vehicles are safe and perform according to specifications and requirements. Our in-house engineers allow us to provide pre-sales support to ensure what is quoted will meet the customer's needs and operating environment, conveniently and promptly. Our technical packages, including weight distribution, payload, stability, electrical, hydraulic, and vehicle arrangement drawings, are developed by our engineering group and kept on file for reference in future. They review and rate structural equipment, tie downs, and fittings, and ensure compliance to the Federal Canadian Motor Vehicle Safety Standards, Provincial Commercial Transport Regulations, CSA, WCB, and safety standards. The engineering group also provides after sales technical support in conjunction with our service centers across Canada to greatly reduce down time.

Turnaround Times

We maintain a vast inventory of common truck equipment like snow & ice equipment, aerial lift, towing equipment etc. We also maintain an inventory of 60-90 complete work-ready trucks. Rigged and ready to go through our branch network. Delivery times from our suppliers can vary depending on the equipment type of customization levels. Our production schedule is set to coordinate with the arrival of the chassis and equipment for the best possible delivery of custom equipment.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Commercial Truck Equipment Corp.
591 Chester Road, Delta BC, V3M 6G7
dstreimer@comtruck.ca
838352052
604-888-0513

- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this RFP.
 - a) Please see above history of Commercial Truck Equipment Corp.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Commercial Truck Equipment Co. is Canada's largest supplier of truck equipment. Our people and our product lines allow us to provide expert truck equipment solutions to our customers in all industries and we represent companies that are 'best in class'. We are a reliable source for crane trucks, snow & ice trucks, towing & recovery vehicles, utility trucks, dump box trucks, concrete mixer trucks, and emergency equipment & command centres, as well as all the accessories, parts and services needed to ensure the correct solution for our customers.

Our branches across Canada have the technical and engineering expertise to ensure you receive the right products for your application.

We sell, rent and service our broad range of products to commercial operators, governments, and crown corporations.

- 3) Provide a detailed description of the products and services that you are offering in your proposal.
 - a) A comprehensive list and description of the products and services is in Form A – Pricing.
- 4) What are your company's expectations in the event of an award?
 - a) Commercial is looking for a partnership with the RMA to provide a simpler procurement process for the products we sell to government entities in Canada.
- 5) Demonstrate your financial strength and stability with meaningful data.
 - a) Commercial has been in business since 1947. Our lengthy history of stability and growth demonstrates our financial strength and stability. We employ over 300 people across our branches, and show strong revenue growth of over 200 million dollars annually.
- 6) What is your Canadian market share for the solutions that you are proposing?
 - a) Our market share for our proposed products varies depending on the product.
 - Utility products – Approximately 30%
 - Towing and recovery – Approximately 60%
 - Largest Canadian distributor of Power Take Offs
 - Largest Canadian distributor of Truck Hydraulics
 - Largest Western Canadian distributor of Snow and Ice products (Sanders and plows)
 - Largest Canadian distributor of Fire Apparatus
 - Top 3 distributor of truck mounted cranes, gravel boxes, and truck mounted equipment, with market share varying from year to year
 - Currently hold the largest single vehicular contract in Canada for truck mounted equipment
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
 - a) No.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

- c) Commercial is a distributor, a manufacturer, and a service provider. Our own forces provide a sales and service network with branches in BC, AB, SK, ON and QC. Letters of authorization, if required, will be provided upon award.
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
 - a) As a manufacturer of completed vehicles, we are required to hold the Canadian Motor Vehicle Safety Standards National Safety Mark. We are authorized to apply this mark to all vehicles we build.
 - b) We are certified to CSA Standard W47.1 "Certification of Companies for Fusion Welding of Steel"
 - c) We are a member of good standing with the Alberta Motor Vehicle Industry Council.
- 10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
 - a) None
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.
 - a) See Form A Pricing; products are broken down into applicable sub-categories

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
 - a) Miller Industry Sales Award
 - b) Pierce Mfg. Fleet Conquest Award
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the province the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

City of Vancouver

- B.C.
- 5 Year supply agreement for medium and heavy duty trucks
- Inc. Snow & Ice units , dump bodies, Van bodies, light upfitting, articulated cranes,
- Approx \$3,000,000 - \$5,000,000 per year

City of Calgary

- AB
- Vehicle design and engineering services
- Approx \$500,000 - \$1,000,000 per year

Sask Power

- SK

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- Supply of Insulated Aerial units
- Supply of Digger Derricks
- Supply of Cranes, boom trucks, pulling and tensioning equipment
- Approx \$2,000,000 - \$5,000,000 per year

Fortis Alberta

- AB
- Supply of Insulated Aerial units
- Supply of Digger Derricks
- Supply of Cranes, boom trucks, pulling and tensioning equipment
- Approx \$2,000,000 - \$5,000,000 per year

BC Hydro

- B.C.
- Supply of Insulated Aerial units
- Supply of Digger Derricks
- Supply of Articulated Cranes, boom trucks, pulling and tensioning equipment
- Supply of Mechanics trucks, Service bodies, light duty truck upfitting
- Approx \$3,000,000 - \$5,000,000 per year

14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

- a) Approximately 20%

15) List any provincial or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

- a) City of Vancouver – \$3 to \$5 Million – Fleet Supply Contract
b) City of Edmonton – \$1 Million – Snow and Ice Supply Contract

16) List any Program and Administrative Support Agreement contracts that you hold.

- a) None

17) What do you consider to be the top three market differentiators of your products/services relative to this RFP category?

- a) Commercial employs an internal engineering department, with multiple Professional Engineers working in senior roles. Our engineers provide support from pre-sale quoting and specifications to aftermarket technical support to service years after delivery.
- b) We offer the widest breadth of product lines in Canada allowing us to provide complete solutions in one place, with a service department experienced in working on the products we sell.
- c) Commercial has long standing relationships with manufacturers of chassis and truck mounted equipment, allowing us to negotiate excellent pricing and concessions for our customers.

18) Describe your experience in working with RMA and represented Associations members.

- a) Commercial has sold multiple apparatus to Canadian cities and municipalities in the RMA through Sourcewell. The Town of Grande Cache/MD of Greenview, the City of Vernon, the Town of

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Whitecourt, Rocky View County, the City of Wood Buffalo, and Clearwater County have all purchased fire apparatus from Commercial Emergency Equipment. Commercial also worked with the County of Westlock to procure a chassis on which we mounted Monroe equipment.

Proponent's Ability to Sell and Deliver Service Nationwide

19) Describe your company's capability to meet RMA and represented Associations Member's needs across Canada or for each geographical area that the Proponent wishes to do business in. Your response should address at least the following areas.

a) Sales force.

Primary Contact:

Dave Striemer

Director of Sales

604-790-3252

dstriemer@comtruck.ca

Territory Contacts:

Southern BC

(Prince George & South)

Suzanne LaFrance

Branch Manager - Surrey, BC

C: 604.970.8955

slafrance@comtruck.ca

Northern Alberta &

Northern BC

(North of Prince George)

(North of Red Deer)

Brennan Kapler

Branch Manager - Edmonton

C: 780.918.7742

bkapler@comtruck.ca

Southern Alberta

Red Deer & South

Ian MacDonald

Branch Manager - Calgary

C: 403.650.3777

imacdonald@comtruck.ca

Saskatchewan & Manitoba

Ward Komonosky

Branch Manager - Regina

C: 306-450-6832

wkomonosky@comtruck.ca

Ontario & East

Branch Manager – Chris Rayner

C: 519-421-4488

crayner@comtruck.ca

b) Dealer network or other distribution methods.

i) Commercial performs our sales through our own employees and branches. Distribution is handled at a branch level for the customers in their sales territory, support by a network of parts and equipment warehouses across Canada.

c) Service force.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- i) Commercial performs service through our own employees and branches. Service is handled at a branch level for the customers in their sales territory, supported by our central engineering team and the knowledge held by all employees at Commercial.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

20) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

- a) Commercial handles customer service on a personal basis. We have a fully staffed parts and service department with experienced and courteous professionals able to help with any issues or conflicts that may arise. Our focus for customer service is to ensure the customers needs are met promptly, effectively, and efficiently. We provide parts, service, sales, and aftermarket support for all the products we sell, and offer this to our customers for the lifetime of their apparatus and beyond.

21) Identify any geographic areas in Canada that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

- a) Commercial is able to provide the products proposed to anywhere in Canada through the RMA.

Marketing Plan

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your RMA pricing and other contract detail to your sales force provincially.

- a) Our sales team is aware and involved in the submission of this proposal. If award, the contents of the contract will be a regular part of our sales meetings. In addition, the sales manager in each territory and business sector will hold a copy of the contract.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

- a) Commercial Truck Equipment is eager and prepared to work with RMA to promote our partnership. In fact, we have already been promoting our partnership with the RMA on our web site, social media, and other association publications. Attached are just a must few examples of our advertising with consortiums (RMA/SUMA/Sourcewell). If awarded a contract with the RMA for truck equipment, we would step up our advertising and mirror much of our effort from the Fire Apparatus business. We would be posting news articles on our new truck and utility equipment websites, along with a page on municipal consortium purchasing. Moreover, we will continue to sponsor the RMA trade directory.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- a) Commercial has a full-time dedicated Marketing Coordinator on staff. Colleen Parent is responsible for duties including advertisements, trade shows, digital, web presence, & social media. Colleen works in conjunction with a host of marketing experts:

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- Printed Media Designer: Mary Goldthorp - Fusion FX (20+ Years with Commercial)
- Website Design Search Channel/Engine Optimization: First Place Marketing
- Google Ad Words and other SEO and our metadata: Cityline Websites

We review and action monthly reports from both First Place Marketing and Cityline Websites on our search rankings, clicks, AdWords spend, maps and general effectiveness.

Our active and managed websites, each tailored for the relevant market and products:

- <https://comgroup.ca>
- <https://www.comtruck.ca>
- <https://comemerg.ca>
- <https://www.cantow.ca>
- <https://www.comtruckparts.ca>

For social media, we use a software product called Hootsuite to help our social media activates. These are our active and growing accounts.

- Facebook: <https://www.facebook.com/Comtruck.ca/>
- Facebook: <https://www.facebook.com/ComEmerg/>
- LinkedIn: <https://www.linkedin.com/company/2712095/>
- Twitter: <https://twitter.com/comtruck>
- Instagram: <https://www.instagram.com/comtruck.ca>
- YouTube: https://www.youtube.com/channel/UCgkv_KvJGidBi5q-O6wB_RA

Moreover, we use the platform called Constant Contact to release targeted “e-blasts” regularly.

We also send out Press Releases a few times per year to advertise new partnerships with supplies and municipalities. We have had surprisingly good traction with press releases. Look for one with the Pierce and the City of Winnipeg, due out shortly.

25) In your view, what is RMA's and the represented Associations' role in promoting contracts arising out of this RFP? How will you integrate an RMA-awarded contract into your sales process?

- a) RMA's and the represented Associations' role in promoting would be to advise their member list of the partnership with Commercial, through the established publications and emails, as well as include mention of our contract in the relevant associations meetings. Commercial contact information, as well as our listed product services should be made available through RMA portals.

Commercial works with the RMA through Sourcewell and looks forward to continuing the partnership while providing the equipment we install to all RMA and represented association members. Our sales team is aware and involved in the submission of this proposal. If award, the contents of the contract will be a regular part of our sales meetings. In addition, the sales manager in each territory and business sector will hold a copy of the contract.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.
- a) Our products are not available through an e-procurement ordering process, due to the high complexity of truck mounted equipment. All products are designed by the customer, salesperson, and our engineering team using our internal configuration systems.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, training programs that you offer to RMA and represented Associations' Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

- a) Our salesperson provides training on capital equipment on delivery at no charge

We have partnerships and training programs for utility equipment. A quote for this training will be provided upon request for the specific apparatus requiring training. Our training programs are designed for the apparatus being delivered and vary widely in cost and time considerations.

Annual stability testing performed by our in-house engineering team, including customised load charts for each application

Annual certification of truck-mounted aerial equipment and cranes, including complete mechanical, operational, and structural testing certified by an engineer

Preventative maintenance programs are available on request and are custom fit based on the needs of the customer and apparatus

- 28) Describe any technological advances that your proposed products or services offer.

- a) Our long-time relationship with Terex utilities has put us in the forefront of Hybrid Aerial manlift applications. The Terex Hy-Power 5 and Hy-Power 7 systems are offered for aerials in the 40 -foot to 45- foot applications. Terex Via-Tec technology has applications for aerial in the 55 ft to 60-foot applications. We are working also directly with Via-Tec engineering exploring a variety of hybrid applications from cranes to compressors. We are not only excited about the applications we may be able to develop but the potential for the re-refitting of these systems on existing vehicles.

Commercial Truck Equipment is a full line Parker Hydraulics Dealer/Distributor. This long-time relationship has given Commercial a technical skill set in all aspects of hydraulic systems. The Parker "E" PTO product line we believe will be a key element of integrating equipment into electric chassis vehicles and a key component needed as battery and power pack technology evolve.

New products and new technology require our involvement in trade associations, trade shows and seminars, as well as participating in product development teams largely through our vendor partners.

We are currently members and participants in the following organizations and trade associations.

- Certified by Transport Canada with the National Safety Mark, indicating all vehicles meet Canada's stringent safety requirements.
- We are also Canadian Welding Bureau (CWB) certified to W47.1
- We are an authorized repair facility for Pierce Manufacturing Inc.
- In BC we are an ICBC approved repair centre
- A registered recycling processor with Alberta Recycling Management Authority
- A member of ARA – Automotive Retailers Association

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- A member of CUFC – Canadian Utility Fleet Council
- A member of Electrical Contractors Association of BC
- A member of Line Contractors Association
- A member of B.C. Road Builders & Heavy Construction Association
- A member of BCLNA - BC Landscape & Nursery Association
- A member of CAFS - Canadian Association of Fleet Supervisors
- We have employees who are members of the following professional associations
- EGBC – Engineers and Geoscientists British Columbia
- APEGA – Association of Professional Engineers Alberta
- APEGS – Association of Professional Engineers Saskatchewan

29) Describe any “green and/or charitable” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

- a) At Commercial Truck Equipment, we place value on the environment and are dedicated to green initiatives. In practice, we have committed to being environmentally conscious in every branch. All locations have on site material and waste fluid recycling collection. We do this to ensure that any waste created during manufacturing is disposed of correctly and with as little environmental impact as possible.

Locations are regularly inspected by a third party for environmental containment.

All branches of Commercial are power smart. Internal policies to reduce electrical consumption are a commitment for all employees, and facility management for each branch is done to include measures such as LED lighting and reduced environmental impact.

Not only do we maintain our commitment to be an environmentally conscious company, Commercial is a former participant in the electric vehicle market. Commercial manufactured over one hundred electric vehicles from 2002 to 2010 as Dynasty Electric Car. At the time, Dynasty was the largest electric car company in Canada, manufacturing LSV's for urban, recreational, and light commercial markets.

As Commercial moves forward, we maintain our commitments to sustainability and minimizing our environmental impact. Currently, we are working with the City of Vancouver to develop a line of dump bodies and aerial devices mounted on electric vehicles.

30) What unique attributes does your company, your products, or your services offer to RMA and represented Associations' Members? What makes your proposed solutions unique in your industry as it applies to RMA and represented Associations' Members?

- a) Commercial offers the widest breadth of products line in Canada allowing us to provide complete solutions in one place, including parts and service. Our long-standing relationships with manufacturers of chassis and truck mounted equipment allows us to negotiate excellent pricing and concessions for our customers. Commercial's internal engineering department has multiple Professional Engineers supervising a team of engineers and technologists providing support from pre-sale quoting to aftermarket technical support.

31) Identify your ability and willingness to provide your products and services to RMA and represented Associations' Members in Canada.

- a) Commercial works with the RMA through Sourcewell and looks forward to continuing the partnership while providing the apparatus we manufacture in house.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
 - a. Payment is due on delivery of goods.
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
 - a. Some limited leasing and financing options are available on a case by case basis based on the unit being purchased. If financing or leasing is desired, the customer may discuss this with their salesperson.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to RMA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the RMA Members' and represented Associations Members' purchase orders.
 - a. Customer contacts their nearest branch
 - b. Branch directs to appropriate salesperson for the desired product
 - c. Salesperson works with RMA Member to develop specifications for their vehicle
 - d. Commercial salesperson will work with our engineering department to develop a "GA" General Arrangement drawing to review with the RMA Member/Customer to ensure the equipment provided meets the expectations.
 - e. Any changes required or clarifications needed will be added to subsequent GA drawings.
 - f. A final GA drawing, along with pricing confirmation will be sent to the RMA Member/Customer for final approval.
 - g. Branch processes the order, builds the vehicle, and invoices the customer directly
 - h. Branches report RMA sales to Head Office, and Head Office will report quarterly to the RMA.

Warranty

- 4) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - a. Warranty claims are made by contacting the nearest branch of commercial and presenting the vehicle for service. Commercial performs the required work on the apparatus and charges the warranty provider.
- Do your warranties cover all products, parts, and labor?
 - All products we propose hold warranty coverage, which varies between products. Parts and labour coverage is dependent on the product.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Each product's warranty coverage has restrictions based on the reasonable and expected use of the equipment, which restrictions vary between products
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Generally, no; arrangements can be made on a case by case basis, it is our goal and intention to support all products we sell.
 - Are there any geographic regions in Canada for which you cannot provide a certified technician to perform warranty repairs? How will RMA Members' and represented Association Members' in these regions be provided service for warranty repair?
 - Our certified technicians are in 5 Canadian cities; travel to far flung locations in Canada can be accommodated, and costs for this travel will be assessed on a case by case basis
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - Service work under warranty will be performed by Commercial's service department and invoiced to the OEM.
 - What are your proposed exchange and return programs and policies?
 - Due to the custom and unique nature of the proposed products, there are no set return or exchange policies for complete vehicles. Commercial works closely with all customers to provide a product they are with; in the event that a customer is unsatisfied, we will work to remedy the defect promptly and provide the expected product.
- 5) Describe any service contract options for the items included in your proposal.
- a. Service contract options are assessed on a case by case basis based on the apparatus being purchased, the location of the customer, and the service level required.

Pricing, Delivery, Audits, and Administrative Fee

- 6) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- a. See Form A Pricing for product information
- 7) Describe your pricing model (e.g. line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the RMA discounted price) on all the items that you want RMA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
- a. See Form A Pricing
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- a. See Form A Pricing
- 9) The pricing offered in this proposal is
- _____ a. the same as the Proponent typically offers to an individual municipality, university, or school district.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- _____ b. the same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.
- _____ X _____ c. better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments (please describe). See Form A Pricing for Description
- 10) Describe any quantity or volume discounts or rebate programs that you offer.
- a. We do not offer any quantity or volume discounts or rebate programs
- 11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
- a. We will supply a quote for each such request.
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proponent.
- a. Any special requests which may be quoted at time of purchase
- b. Mandatory training to remote locations will be quoted at the time of purchase on a case by case basis
- 13) If delivery or shipping is an additional cost to the RMA Member and represented Association Member, describe in detail the complete shipping and delivery program.
- a. Freight is included to the branch of Commercial Truck Equipment closest to the customer. The customer may choose to pick up their truck or equipment at one of our branches and accept delivery and training at that time. Commercial also works with third party professional driveaway services that will delivery a truck at a cost of approximately \$2.00/km. The cost of delivery to the customer's location is not included.
- 14) Specifically describe those shipping and delivery programs for Canada.
- a. The delivery programs are as stated above.
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- a. The delivery options are as stated above.
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with RMA. This process includes ensuring that RMA Members and represented Associations Members obtain the proper pricing, that the Vendor reports all sales under the Contract.
- a. Our sales team is aware and involved in the submission of this proposal. If award, the contents of the contract will be a regular part of our sales meetings. In addition, the sales manager in each territory and business sector will hold a copy of the contract.
- 17) Identify a proposed administrative fee that you will pay to RMA for facilitating, managing, and promoting the RMA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 5.28 and following for details.)
- a. Commercial offers 1% of the purchase price of the proposed equipment, exclusive of the chassis cost.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Industry-Specific Questions

18) Describe the top three market differentiators of your products/services relative to this RFP category.

- a. Commercial employs an internal engineering department, with multiple Professional Engineers working in senior roles. Our engineers provide support from pre-sale quoting and specifications to aftermarket technical support to service years after delivery.
- b. We offer the widest breadth of product lines in Canada allowing us to provide complete solutions in one place, with a service department experienced in working on the products we sell.
- c. Commercial has long standing relationships with manufacturers of chassis and truck mounted equipment, allowing us to negotiate excellent pricing and concessions for our customers.

19) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

- a. See Form 1 Pricing; products are broken down into applicable sub-categories

Signature:  Date: August 18, 2020

Form C – Proponent Information and Assurances

I am duly authorized by the undersigned company (the “**Proponent**”), including the persons, firms, corporations, and advisors joining in the submission of this Proposal, and represent to Rural Municipalities of Alberta (“**RMA**”) that the following information is correct. Terms not defined herein are defined in the RFP.

1. Proponent Information

- (a) The full legal name of the Proponent is:

Commercial Truck Equipment Corp.

- (b) All other registered business names under which the Proponent carries on business are:

- (c) The jurisdiction in which the Proponent is organized and existing is:

Canada

- (d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

Contact Name: David Strierner

Address: 9475 192nd Street, Surrey BC

Telephone: 604-790-3252

E-mail address: dstrierner@comtruck.ca

2. Addenda

The Proponent is deemed to have read and accepted all addenda to the RFP issued by RMA to date. The Proponent understands that the onus remains on the Proponent to have made any necessary amendments to its Proposal based on the addenda in framing its Proposal.

3. Unfair Advantage and Conflict of Interest

The Proponent has reviewed the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. If the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

If either or both of the statements below apply, check the appropriate box:

- ☐ The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- ☐ The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), relevant details are to be set out below.

4. Disclosure of Information and Freedom of Information

The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by RMA to RMA's advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

Freedom of information legislation (**FOIP**) will apply to records provided to RMA by a Proponent, and may require disclosure of such records to third parties.

The following chart is provided for Proponents to list all records supplied in confidence by the Proponent to RMA pursuant to this procurement process (e.g. their Proposal or any accompanying documentation). It is intended to assist RMA in determining what aspects of the Proposal are non-confidential (i.e., contain publicly available information), and what aspects are confidential. Confidential aspects either contain:

- business information – where disclosure would be harmful to the Vendor's business interests, or
- personal information – where disclosure would be an unreasonable invasion of personal privacy.

Record	Full Disclosure	Partial Disclosure	Identify portions of Record (e.g. pages or sections) that are supplied in confidence and the exemption(s) or exclusion(s) under FOIP being relied upon
Form A Pricing			Entirety
Specifications			Entirety

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Note: Listing the entire Proposal is not a useful means of distinguishing confidential from non-confidential information.

5. Capabilities and Performance

Check the appropriate box:



The Proponent's Proposal applies to the sale of Goods/Services to Members in all Canadian provinces and territories, without any geographic restriction.



The Proponent's Proposal only applies to the sale of Goods/Services to Members in the following provinces, territories or regions:

It is the responsibility of the Proponent to seek clarification from the RFP Contact or its own advisors on any matter it considers to be unclear – including any indemnity and insurance requirements in the Appendix 2 – Form of Agreement.

The Proponent understands that no delivery of Goods/Services will commence until RMA has entered into a contract with a Vendor.



Signature of Proponent representative
David Striemer - Director of Sales

Name and Title
August 18, 2020

Date:

I have authority to bind the Proponent.
Pass or Disqualification

Form E – Pre-Submission Checklist

PRE-SUBMISSION CHECKLIST

Check when completed	Contents of Your Bid Proposal
	Form A: Price
	Form B: Proponent Questionnaire
	Form C: Proponent Information
	Form D: Exceptions to Proposal, Term, Conditions and Solutions Request
	Form E: Pre-Submission Checklist
	Certificate of Insurance with \$5 million coverage
	Certificate of Recognition or Small Employer Certificate of Recognition
	Worker's Compensation Clearance Letter
	Acknowledgement and list of addendums received
	Pricing for all Products/Equipment/Services within the RFP being proposed
	Entire Proposal submittal including signed documents and forms.
	All forms Signed and Dated.
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"
	Response Package delivered prior to deadline

Re: Proposal for No:RMA-2020-002, Fleet Upfitting and Aftermarket Accessories Program ,

RE: **ADDENDUM NUMBER 1**

2. Replace Mandatory Requirements Schedule #6 – Documents of Authority with the following;

If the Proposal is from a non-manufacturer, the Proposal includes a letter from the Proponent's Senior Executive team confirming their authority to offer goods/services on behalf of their manufacturers partners and includes that documentation from the manufacturers can be provided to RMA or its Members, if requested.

Commercial Truck Equipment is not the manufacturer of the products being offered. We offer these products along with installation and technical support with the cooperation of our manufacturing partners.

We are an authorized Canadian distributor of all products offered in this RFP.

If requested, we will provide documentation from our manufacturers to confirm our distribution dealer agreements to the RMA or its members.

Best regards,



Dave Strierner
Director of Sales

Providing Expert Truck Equipment Solutions Across Canada
www.comtruck.ca

Delta (HO)	604 526 6126	Edmonton	780 468 5151	Winnipeg	204 294 0601
Surrey	604 888 0513	Grande Prairie	780 882 2284	Woodstock	519 421 4488
Calgary	403 253 6421	Regina	306 721 9575	Quebec	418 653 0000

Nigel Gamester

Subject: Clarification to our submission of Competitive Proposal No:RMA-2020-0
Attachments: Form A Price- Fleet Upfitting package - A1 - September 10th.xlsx

From: Dave Striemer <DStriemer@comtruck.ca>
Sent: September 11, 2020 4:22 PM
To: Tenders <tenders@rmatrade.com>; Dave Dextraze <dave@RMATrade.com>
Subject: FW: Clarification to our submission of Competitive Proposal No:RMA-2020-0

Hello Nigel,

I would like to clarify a few items within our submission for Competitive Proposal No:RMA-2020-002

1. **Common options** within the Fleet upfitting package submission contained a formula error, please see attached for the corrected version

2. **Our labour Rate & discount** for RMA Members is as follows:

Non- Member \$135.00 per hour + 10% Shop Supplies

RMA Member \$128.00 per hour + 10% Shop Supplies

3. **Pricing formula.** "specifically work-ready's" :

We would be happy to provide a firm "costing formula" for exclusive supply agreements. Our equipment pricing offered is based on market conditions and may vary across product lines. We will consider a 5% discount from our pricing method for RMA members.

However, as part of this contact a RMA member could expect to see a maximum markup on equipment selling price of 1.28 based on our installed cost.

Example Formula

Cost includes expected production labour, all materials with landed cost and exchange

	Cost	Markup	Sell Price	Expected GP \$	Expected GP %
Non- Member	\$30,000.00	1.35	\$40,500.00	\$10,500.00	25.9%
RMA Member	\$30,000.00	1.28	\$38,400.00	\$8,400.00	21.9%

Administrative fee. Our submission offers 2% of the first \$100,000.00 & 1% of the remaining value of the selling price (not including chassis) as an administrative fee to be paid to RMA.

Dave Striemer

Director of Sales

Commercial Truck Equipment Co.

O: 778.298.5029 | C: 604.790.3252

E: dstriemer@comtruck.ca

SCHEDULE "C"

RFP

Insert RMA-2020-002 RFP



Rural Municipalities of Alberta

REQUEST FOR PROPOSALS

FOR

Fleet Upfitting and Aftermarket Accessories Program

Request For Proposal No:	RMA-2020-002
Issue Date:	July 15, 2020
Deadline For Questions:	August 4, 2020 at 3:00 p.m. MT
Proposal Submission Deadline:	August 18, 2020 at 3:00 p.m. MT

This RFP is issued by Rural Municipalities of Alberta on behalf of itself and its current and future members and represented associations (including Saskatchewan Association of Rural Municipalities, Saskatchewan Urban Municipalities Association/Municipalities of Saskatchewan, Association of Manitoba Municipalities, LAS/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland and Labrador, Northwest Territories Association of Communities and their current and future members) – which include local governmental organizations located in all provinces and territories in Canada.

This RFP also includes British Columbia, New Brunswick, Yukon Territory and Nunavut and all public sector and not for profit agencies across Canada.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Part 1 Introduction and Background.....	1
1.1 Summary of Opportunity	1
1.2 About RMA and Other Provincial Associations Represented in this RFP	1
1.3 Why Respond to a Cooperative Purchasing RFP	2
1.4 Intent of this RFP.....	3
1.5 Single or Multiple Awards	3
1.6 Manufacturer vs. Distributor/Reseller	3
1.7 Manufacturer / Wholesale Distributor as Proponent	3
1.8 Dealer/Reseller as Proponent	3
1.9 Agreement.....	3
1.10 RFP Timetable	4
1.11 RFP Contact.....	4
1.12 RFP Schedules and Forms	4
Part 2 RFP Procedures	6
2.1 Definitions	6
2.2 Interpretation	8
2.3 Not a Tender, No "Contract A" / "Contract B"	8
2.4 Restricted Communications	9
2.5 Authorized Communications, Amendments, Waivers.....	9
2.6 No Guarantee of Volume of Work or Exclusivity of Contract	9
2.7 Due Diligence, Inconsistencies, Errors, Etc.....	10
2.8 Proponent Questions	10
2.9 Issued Addenda.....	11
2.10 Withdrawal of Proposal	11
2.11 Amendment of Proposal.....	11
2.12 Rectification Period	11
2.13 Clarification of Proponent's Proposal.....	11
2.14 Verification of Information	12
2.15 No Publicity or Promotion	12
2.16 Confidentiality and Privacy	12
2.17 Debriefing.....	13
2.18 Bid Protest Procedure.....	13
2.19 Freedom of Information Legislation.....	14
2.20 Public Disclosure	14

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2.21	Competition Act	14
2.22	Trade Agreements	15
2.23	Rights of RMA – General.....	15
2.24	Rights of RMA – Ranking Proponent	17
2.25	Proponent’s Costs	17
2.26	Priority of Documents.....	17
Part 3 Proposal Delivery AND Format		18
3.1	Proposal Delivery	18
3.2	Proposal Format.....	18
3.3	Proposal Contents	18
Part 4 Evaluation Process		20
4.1	General	20
4.2	Stage I – Review of Mandatory Requirements (Pass/Fail)	20
4.3	Stage II – Evaluation of Rated Elements	20
4.4	Stage III – Pricing.....	22
4.5	Tie Break Process	23
4.6	Stage IV – Reference Verification (Pass/Fail)	23

REQUEST FOR PROPOSALS

PART 1

INTRODUCTION AND BACKGROUND

1.1 Summary of Opportunity

This RFP is issued by RMA for the provision of its Fleet Upfitting and Aftermarket Accessories Program.

More detailed requirements are set out in the Appendix 1 - Goods/Services.

This RFP will result in the award of one or more Agreements. The maximum term of the Agreement is intended to be for a period of 3 years, with an option in favour of RMA to extend the term (without any other change in the Agreement) for 1 additional period of up to 2 years.

The value of contracts resulting from this RFP is projected at \$3,000,000 annually with increasing sales throughout Canada. This amount is based on the projected needs for the membership for the 2020-2023 fiscal year, is only an estimate and not a commitment or guarantee of purchase volumes or value.

A Vendor may be allocated a Canada wide contract or a contract for specific geographical locations or provinces based on the Vendor's supplier network and capability, and on the evaluation process under this RFP.

RMA requests Proponents submit their entire line of Goods/Services as it applies and relates to the scope of this RFP

THIS IS A NON-BINDING RFP. IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR DUE TO THE DISCRETION OF RMA AND/OR ANY PROPONENT TO NOT PROCEED, AS THERE IS NO LEGALLY BINDING OBLIGATION ON RMA OR ANY PROPONENT TO PROCEED. SEE SECTION 2.3 (Not a Tender, No "Contract A" / "Contract B").

1.2 About RMA and Other Provincial Associations Represented in this RFP

The Rural Municipalities of Alberta is the lead agency in a group of partners representing MASH, public, and not-for-profit entities across Canada. RMA is a public agency, incorporated by Alberta legislation, and is registered in a number of provinces across Canada. On behalf of its partner organizations, RMA facilitates a competitive solicitation and contracting process on behalf of and based on the needs of itself and Members. This process results in regional and/or national procurement contracts with various vendors of products/equipment and services which Members desire to procure.

RMA is governed by publicly elected officials that serve as the RMA Board of Directors. RMA's Board of Directors oversee and authorize the calls for all new proposals and holds those resulting contracts for the benefit of its own and Members' use.

RMA currently serves over 1,900 Member agencies nationally. Both membership and utilization of RMA contracts continue to expand, due in part to the increasing acceptance of cooperative purchasing throughout the government and education of communities nationally. RMA is currently partnered with the following provincial counterparts:

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- Saskatchewan Urban Municipalities Association/Municipalities of Saskatchewan (“SUMA”);
- Saskatchewan Association of Rural Municipalities (“SARM”);
- Association of Manitoba Municipalities (“AMM”);
- Local Authorities Services (“LAS”);
- Municipalities Newfoundland & Labrador (“MNL”);
- Federation of Prince Edward Island Municipalities (“FPEIM”);
- Nova Scotia Federations of Municipalities (“NSFM”);
- Northwest Territories Association of Communities (“NWTAC”).

In addition, this RFP may apply to other public sector and not for profit entities in British Columbia, New Brunswick, Quebec, Northwest Territories, Yukon Territory, Nunavut and the rest of Canada.

For a complete list of current RMA members, as well as the current members of the provincial associations represented in this RFP, and other entities represented in this RFP see <https://rma1berta.com/wp-content/uploads/2020/06/Provincial-Associations-Public-Sector-Agencies-2020-1.xlsx>.

Please note, “Members”, as referred to in this RFP, include all of those listed, whether current or potential future members, but does not in any way guarantee that any or all Members will want to participate.

1.3 Why Respond to a Cooperative Purchasing RFP

Cooperative purchasing creates value for municipal, academic, health and social services sector agencies, including urban municipalities, counties, districts, rural municipalities, schools, electrical/gas and irrigation associations and other not for profit agencies as well as for vendors of products/equipment and services in a variety of ways.

- It potentially saves time and effort for purchasers, who otherwise would have to solicit vendor responses through individual competitive procurement processes, resulting in individual contracts. Considerable time and effort are also potentially saved by vendors who would have had to otherwise respond to each of those individual competitions. A single, cooperative advertised RFP, resulting in a single, cooperative contract can potentially replace many individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Members.
- It leverages the collective purchasing power of thousands of Members. Our contract terms and conditions offer the opportunity for vendors to recognize individual Member procurement volume commitment through additional volume-based contract discounts. Although no sales or sales volume is guaranteed by any contract resulting from this RFP, substantial volume is anticipated, and volume pricing is requested and justified.

Canadian and provincial legislation that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings through an open, transparent and competitive procurement process.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

1.4 Intent of this RFP

Any contract awarded through this RFP will enable purchases by Members nationally and/or regionally based on the Vendor's Proposal and subsequent Agreement, through a cooperative effort between the Vendor, RMA, and other partner associations that choose to adopt RMA contracts. Proponents are expected to offer price levels reflective of the potential and collective volume of Members (across both RMA and the represented Associations' membership).

1.5 Single or Multiple Awards

RMA may select a single Proponent or RMA may select multiple Proponents with whom to negotiate a contract with the goal of awarding a single contract or multiple contracts.

Also, if RMA has organized the Goods/Services into separate classes or categories, RMA may award multiple contracts based on which Proponent is the Ranking Proponent for a particular class or category.

In the event of the RMA selecting multiple Proponents, the Members will enter into contracts with the Proponent(s) based on the best overall value as assessed by the Member in their sole discretion.

1.6 Manufacturer vs. Distributor/Reseller

Non-Manufacturer Awards: RMA reserves the right to make a selection under this RFP of a non-manufacturer or dealer/distributor if such action is in the best interests of Members. Parts and service providers should provide pricing structure for all incidental work performed on behalf of Members and must provide documentation from manufacturers confirming the dealer/distributors ability to provide the solutions as proposed.

1.7 Manufacturer / Wholesale Distributor as Proponent

Unless stated otherwise, a manufacturer or wholesale distributor Proponent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proponent. Any such dealer will be considered a sub-contractor of the Proponent. The relationship between the manufacturer and wholesale distributor Proponent and its dealer network must be proposed at the time of the submission if that fact is properly identified.

1.8 Dealer/Reseller as Proponent

If the Proponent is a dealer or reseller of the Goods/Services, the Proponent must document their authority to offer those Goods/Services.

1.9 Agreement

It is expected that the Ranking Proponent, if any, will be invited to negotiate (and, if acceptable to RMA and the Ranking Proponent, sign) a comprehensive agreement (the "**Agreement**") setting out the terms and conditions that will apply to the purchase of Goods/Services.

Appendix 2 – Form of Agreement sets out the form that RMA intends to use as the basis for a negotiated agreement (the "**Form of Agreement**").

.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

It is intended that only a single Ranking Proponent will be selected to sign an Agreement (however, RMA reserves the right to select more than one Ranking Proponent to sign an Agreement).

1.10 RFP Timetable

The following is a summary of the key dates in the RFP process:

Event	Location	Date
First Phase		
RFP Issue Date	–	July 15, 2020
Conference for Interested Proponents	–	N/A
Deadline for Questions (see Section 2.8.1 (Submission of Questions))	–	August 4, 2020
Proposal Submission Deadline	–	August 18, 2020 at 3:00pm MT
Finalization of Agreement		
Invitation to Ranking Proponent to Finalize and Sign Agreement	–	September 4, 2020
Anticipated Agreement Start Date	–	September 15, 2020

RMA may change any of the above dates and times, including the Proposal Submission Deadline, in its sole discretion and without liability, cost, or penalty. If a change is made to any of the above dates, RMA will post any such change on the Bidding Portal.

In the event of any change in the Proposal Submission Deadline, the Proponents shall thereafter be subject to the extended Proposal Submission Deadline.

1.11 RFP Contact

All communications with RMA regarding any aspect of this RFP should be directed to the RFP Contact:

Name: Nigel Gamester
Title: Vendor Administration Manager
Email: Tenders@RMATrade.com

1.12 RFP Schedules and Forms

This RFP includes the following Schedules:

Appendix 1 - Goods/Services
Appendix 2 – Form of Agreement
Mandatory Requirements Schedule
Rated Elements Schedule

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

This RFP includes the following Forms (which are to be completed and included in the Proponent's Proposal):

Form A – Pricing

Form B – Proponent Questionnaire

Form C – Proponent Information and Assurances

Form D – Exceptions to RFP or Form of Agreement

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Form E – Pre-Submission Checklist

**PART 2
RFP PROCEDURES**

2.1 Definitions

In this RFP, unless the context otherwise requires, the following terms have the meanings indicated below:

- (a) **"Agreement"** has the meaning ascribed in Section 1.9 (Agreement).
- (b) **"Applicable Laws"** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.
- (c) **"Bidding Portal"** means RMA's online solution for issuing solicitations. The Bidding Portal includes the following tendering websites:
 - <http://bcbid.gov.ca>
 - www.purchasingconnection.ca
 - <http://www.sasktenders.ca>
 - <http://www.merx.com>
 - <https://www.princeedwardisland.ca/en/tenders>
 - <https://procurement.novascotia.ca/>

RFP Notices will also be advertised on the Provincial Association Websites.

- (d) **"Business Day" or "Business Days"** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. local time in Nisku, Alberta, except when such a day is a public holiday, as defined in the *Employment Standards Code* (Alberta), or as otherwise agreed to by the parties in writing.
- (e) **"Conflict of Interest"** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- (f) **"Days"** means calendar days.
- (g) **"Eligible Proposal"** means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of the evaluation process.
- (h) **"Evaluation Matrix"** means the 10-point evaluation methodology set out at Section 4.3 (Stage II – Evaluation of Rated Elements).

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- (i) **"Evaluation Team"** means the individuals who have been selected by RMA to evaluate the Proposals.
- (j) **"Form of Agreement"** has the meaning ascribed in Section 1.9 (Agreement).
- (k) **"Goods/Services"** means the goods/services that are the subject matter of this RFP, as described in the Appendix 1 - Goods/Services.
- (l) **"Member" or "Members"** means any current and future members of RMA, and any RMA-represented associations and their current and future members – which include local governmental organizations located in all provinces and territories in Canada. This term also includes RMA, in its capacity as a purchaser of Goods/Services. See Section 1.2 for a list of Members.
- (m) **"Personal Information"** means recorded information about an identifiable individual or that may identify an individual that is received or collected by RMA as part of this RFP.
- (n) **"Proponent" or "Proponents"** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.
- (o) **"Proposal" or "Proposals"** means all of the documentation and information submitted by a Proponent in response to the RFP.
- (p) **"Proposal Submission Deadline"** means the corresponding date and time as set out in Section 1.10 (RFP Timetable) that applies to the then-current Phase of the RFP process, as may be amended from time to time in accordance with the terms of the RFP.
- (q) **"Ranking Proponent"** means the Proponent(s) that RMA has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- (r) **"Rectification Period"** means the period commencing on the date that RMA issues a rectification notice to the Proponent pursuant to Section 2.12 (Rectification Period) and running for the number of Business Days provided in that notice, expiring at 5:00 p.m. MT on the last Business Day.
- (s) **"Request for Proposals" or "RFP"** means this Request for Proposals issued by RMA, and all addenda thereto.
- (t) **"RFP Contact"** means the individual identified in Section 1.11 (RFP Contact).
- (u) **"RMA"** means Rural Municipalities of Alberta.
- (v) **"Timetable"** means the timetable for this RFP, as described at Section 1.10 (RFP Timetable).
- (w) **"Unfair Advantage"** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to RMA and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

RFP process (including the offer or giving of a benefit of any kind, by or on behalf of a Proponent to anyone employed by, or otherwise connected with, RMA), or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

- (x) **"Vendor"** means any Ranking Proponent that enters into the Agreement with RMA.

2.2 Interpretation

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

- (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- (b) Words in the RFP shall bear their natural meaning.
- (c) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- (d) In construing the RFP, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (e) Unless otherwise indicated, time periods will be strictly applied.
- (f) The following terminology applies in the RFP:
 - (i) Whenever the terms "must" or "shall" are used in relation to RMA or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read "RMA shall" or the "Proponent shall", as the case may be.
 - (ii) The term "should" relates to a requirement which RMA would like the Proponent to address in its Proposal.
 - (iii) The term "will" describes a procedure that is intended to be followed.

2.3 Not a Tender, No "Contract A" / "Contract B"

Notwithstanding any other provision of this RFP:

- (a) this RFP is merely a call for proposals; it is not an offer to enter into a bidding contract (referred to as "Contract A") or a tender call intending to place legally binding obligations on RMA or any Proponent to enter into an agreement or to be bound by any of the terms of that Proponent's Proposal; and

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- (b) It is not the intention of RMA to enter into an agreement for the Goods/Services described in this RFP or enter into any other legally binding obligations unless and until RMA has negotiated and finalized a separate written agreement satisfactory to both RMA and a Proponent, if any, with whom RMA decides to negotiate.

Proposals are revocable by Proponents. Proponents may withdraw from this process at any time.

RMA is under no obligation to consider any modifications to a Proposal by a Proponent following the Proposal Submission Deadline. Proposals and related information about Proponents will be assessed during the evaluation of Proposals and accordingly, misleading or incomplete information, including withdrawn or altered information or pricing, could adversely impact any such evaluation (or result in RMA revisiting that evaluation) and may result in disqualification (in RMA's sole discretion).

2.4 Restricted Communications

Proponents that fail to comply with the requirement to direct all communications to the RFP Contact may be disqualified from the RFP 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 RFP Contact):

- (a) any RMA director, officer, employee or agent (other than the RFP Contact);
- (b) any member of the Evaluation Team;
- (c) any expert or advisor assisting the Evaluation Team; or
- (d) any other elected official of any level of government, including any advisor to any elected official.

2.5 Authorized Communications, Amendments, Waivers

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

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

2.6 No Guarantee of Volume of Work or Exclusivity of Contract

RMA makes no guarantee of the value or volume of work to be assigned to the Vendor. Any Agreement executed with the Vendor will not be an exclusive contract. RMA may contract with others for the same or similar Goods/Services to those described in this RFP or may obtain the same or similar Goods/Services internally.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2.7 Due Diligence, Inconsistencies, Errors, Etc.

Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal. Every Proponent should carefully review the RFP to ensure that it has no reason to believe there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFP.

If a Proponent has any reason to believe that there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent should raise this as soon as possible as part of the question and answer process pursuant to Section 2.8 (Proponent Questions), but in any event must notify the RFP Contact in writing prior to submitting a Proposal. The RFP Contact will then clarify the matter for the benefit of all Proponents.

2.8 Proponent Questions

2.8.1 Submission of Questions

RMA will use the following process regarding any Proponent question or other request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification via email to the RFP Contact, or as may otherwise be directed by the RFP Contact.
- (b) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.
- (c) Requests for clarification must be submitted prior to the Deadline for Questions.

2.8.2 Responses to Questions

RMA will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.8.1 (Submission of Questions), subject to the provisions of this Section.

Questions and answers will be distributed in numbered addenda to Proponents by posting such addenda on the Bidding Portal. In answering a Proponent's question(s) in any addenda, RMA will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, RMA may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude any question(s) that are either unclear or inappropriate; and
- (c) provide a single, consolidated answer to similar questions from various Proponents.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate addendum reflecting that change.

Important Note: Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided via the Bidding Portal, since they must obtain important information and documents that are issued through the Bidding Portal.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2.9 Issued Addenda

RMA will only amend or supplement the RFP by issuing an addendum. Any amendment or supplement to the RFP made in any other manner will not apply to the RFP.

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the addenda that have been issued.

All addenda that have any impact on a Proponent's Proposal will be posted on the Bidding Portal at least 7 Days prior to the Proposal Submission Deadline, unless it is an addendum that extends the Proposal Submission Deadline or the addendum (in the sole discretion of RMA) addresses matters that are not likely to be material to whether a Proponent submits a Proposal or to a Proposal's contents.

2.10 Withdrawal of Proposal

A Proponent may withdraw its Proposal at any time. To withdraw a Proposal, send written notice to the RFP Contact. RMA has no obligation to return withdrawn Proposals.

2.11 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

2.12 Rectification Period

If RMA determines that a Proposal fails to contain the elements listed in the Mandatory Requirements Schedule or has some other technical irregularity, RMA may issue a rectification notice to the applicable Proponent, identifying the irregularity and granting the Proponent an opportunity to rectify it.

If, prior to the expiry of the Rectification Period, the notified Proponent rectifies the irregularity (and delivers the rectified element(s) according to Section 3.1 (Proposal Delivery) or as otherwise stated in the notice), RMA will consider the rectified element(s) during the evaluation process.

If the notified Proponent fails to do so, its Proposal may be disqualified.

2.13 Clarification of Proponent's Proposal

RMA shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. RMA shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by RMA from a Proponent in response to a request for clarification from RMA may be considered to form an integral part of the Proponent's Proposal, in RMA's sole discretion.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2.14 Verification of Information

RMA may:

- (a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in any subsequent communication by whatever means RMA may deem appropriate, including contacting persons in addition to those offered as references;
- (b) reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is doubtful; or
- (c) access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and RMA shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

2.15 No Publicity or Promotion

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

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

- (a) RMA may disqualify that Proponent; and
- (b) although RMA intends to treat all Proposals as confidential, RMA 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.

2.16 Confidentiality and Privacy

2.16.1 Confidential Information of RMA

At any time during this RFP process, RMA may request that all Proponents (or all Eligible Proponents, depending on the stage of the process) to sign a confidentiality agreement in connection with matters arising out of this RFP, and as a mandatory requirement to continue to participate in the RFP. Proponents that decline to sign such an agreement may be ineligible to continue to participate in the RFP.

2.16.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, RMA will treat the Proponents' Proposals (including, but not limited to pricing and product information) and any information gathered in any related process as confidential, and will restrict access to such information to those of its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

RMA does not intend to treat as confidential any information that is or becomes generally available to the public other than as a result of disclosure by RMA.

2.16.3 Personal Information

Personal Information shall be treated as follows:

- (a) ***Submission of Information*** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should RMA request such information, RMA will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.
- (b) ***Use*** – Any Personal Information that is requested from each Proponent by RMA shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Vendor, for contract management purposes.
- (c) ***Consent*** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to RMA. If any Personal Information is disclosed to RMA by a Proponent, RMA will consider that the appropriate consents have been obtained for the disclosure to and use by RMA of the requested information for the purposes described herein.

2.17 Debriefing

Proponents may request a debriefing meeting with RMA. Such requests must be made to the RFP Contact within 60 Days following the date of posting of a contract award notification in respect of the RFP.

Debriefing meetings will be held by telephone unless otherwise agreed.

2.18 Bid Protest Procedure

Before initiating the bid dispute process, Proponents should raise their concerns with the RFP Contact, either as part of the question and answer period or (if feasible) a debriefing. If the Proponents is not satisfied with the outcome, and wishes to initiate a formal bid dispute, the Proponents must follow the steps set out in RMA's bid dispute procedure (summarized below).

All bid disputes will receive a formal review and all Proponents who initiate a bid dispute in accordance with RMA's procurement policy will be provided with a formal response.

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

- (a) The name, address, and telephone number of the Proponent;
- (b) An indication that the bid dispute is authorized by an authorized signing officer or representative of the Proponent;
- (c) The RFP number;

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- (d) Identification of the statute or procedure that is alleged to have been violated;
- (e) A precise statement of the relevant facts;
- (f) Identification of the issues to be resolved;
- (g) The Proponent's argument and supporting documentation; and
- (h) The Proponent's proposed resolution. All documentation must be addressed to:

Attention: RMA's Director of Business Services
Rural Municipalities of Alberta
2510 Sparrow Drive, Nisku, Alberta T9E 8N5

Once a bid dispute has been received, the Director of Business Services will initiate a review of the matter. The Director of Business Services will complete that review and provide a response to the Proponent as soon as reasonably possible, but generally within 10 Days.

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

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

2.19 Freedom of Information Legislation

Freedom of information legislation applies to records in the custody and/or control of RMA (and Members, generally). That legislation applies to any information provided by Proponents to RMA in connection with this RFP. Such information may be subject to requests for access under that legislation, and can only be withheld from disclosure in specific circumstances. RMA is itself subject to the *Freedom of Information and Protection of Privacy Act* (Alberta).

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position or invade the privacy of identified individuals. Generally, only specific portions of a Proposal should be identified.

2.20 Public Disclosure

Proposals will be formally opened in public and only the name of the Proponent submitting a Proposal will be read. Details of the Proposals or any financial information will not be publicly disclosed at the opening.

2.21 Competition Act

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

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2.22 Trade Agreements

Proponents should note that (based on the Members looking to purchase under this RFP) 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.

2.23 Rights of RMA – General

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

- (a) make public the names of any or all Proponents;
- (b) 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;
- (c) waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (d) contact or not contact any or all references provided by the Proponent;
- (e) verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal, as described in Section 2.14 (Verification of Information);
- (f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with RMA impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- (g) 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 RMA, and RMA 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 RMA;
- (h) disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- (i) 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;
- (j) disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - (i) are subject to final judgments in respect of serious crimes or other serious offences; or
 - (ii) 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 RMA;
- (k) disqualify any Proponent if the Proponent has failed to pay taxes;
- (l) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (m) accept or reject a Proposal if only one Proposal is submitted;
- (n) accept any Proposal in whole or in part;
- (o) reject a subcontractor proposed by a Proponent within a consortium;
- (p) reject a Proposal:
 - (i) if RMA has initiated a dispute, claim or litigation with that Proponent;
 - (ii) if that Proponent has initiated or is involved in a dispute, claim or litigation against RMA that RMA considers to be frivolous, vexatious, without merit and/or unreasonable;
 - (iii) if the Proponent has failed to satisfy an outstanding debt to RMA;
 - (iv) if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - (v) if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
 - (vi) if RMA determines that it would not be in the public interest to accept the Proposal;
- (q) select a Proponent other than the Proponent whose Proposal reflects the lowest cost to RMA; or

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- (r) cancel this RFP 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 RFP.

By submitting a Proposal, the Proponent authorizes the collection by RMA of the information identified in this RFP which RMA may request from any third party.

2.24 Rights of RMA – Ranking Proponent

If the Ranking Proponent fails or refuses to execute the Agreement and provide any necessary documentation in connection therewith (e.g., proof of insurance coverage, performance surety) within 10 Business Days from being notified that it is the Ranking Proponent, RMA may, in its sole discretion:

- (a) extend the period for concluding the Agreement (provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, RMA may, in its sole discretion, terminate the discussions);
- (b) exclude the Ranking Proponent's Proposal from further consideration and notify the next highest-ranked Proponent (who will then be deemed to be the Ranking Proponent) that it is the Ranking Proponent; or
- (c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP or other procurement process for the same or similar Goods/Services.

2.25 Proponent's Costs

Each Proponent shall bear all costs and expenses incurred by that Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- (a) the preparation, presentation, and submission of its Proposal;
- (b) the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- (c) the conduct of any due diligence on its part, including any information gathering activity;
- (d) the preparation of the Proponent's own questions prior to the Proposal Submission Deadline; and
- (e) any discussion and/or negotiation, if any, in respect of the Agreement.

2.26 Priority of Documents

In the event of any inconsistencies between the provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

**PART 3
PROPOSAL DELIVERY AND FORMAT**

3.1 Proposal Delivery

To be considered in the RFP process, a Proponent's Proposal must be received by the Proposal Submission Deadline.

Proposals must be electronically delivered to RMA at: Tenders@RMATrade.com. The email delivery size shall be no larger than 20MB.

Proposals submitted must identify the RFP number, Proposal Category Name, the message "Hold for Proposal Opening", and the Proposal Submission Deadline within the Subject Line.

Proponents are responsible for checking with the Bidding Portal and RMA for any addenda to this RFP. Addenda to this RFP can change the terms and conditions of the RFP, including the Proposal Submission Deadline.

3.2 Proposal Format

The Proposal must include these items:

- (a) Copy of Certificate of Insurance verifying the coverage identified in this RFP; and
- (b) Complete copy of the Proposal in searchable format. Must contain completed Forms A-E, your complete list of Goods/Services and pricing additional to Form a including appropriate discount per Good/Service category, and all appropriate attachments.
- (c) All Proposal forms must be legible. Where a form contains a signature line, the form must be executed by an authorized signatory of the Proponent.

As an association representing public bodies, RMA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as non-public. Accordingly, public data is available for review through a properly submitted FOIP request. Please see Form C for further information and to redact non-public information from your proposal.

Proposal should use the electronic forms provided. Proponents that use alternative documents are responsible for ensuring that the content is substantially similar to the RMA form and that the document is readable by RMA.

Proposals are to be submitted in English only, and any Proposal received by RMA that is not entirely in English may be disqualified.

3.3 Proposal Contents

Proposals must contain the elements listed in the Mandatory Requirements Schedule. A failure to do so will result in the Proposal being disqualified. Proponents should provide responses to the mandatory requirements in the corresponding schedule or as otherwise directed.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Proposals should address the elements listed in the Rated Elements Schedule by submitting completed Forms A-E and providing any additional information not sufficiently addressed by those forms in a supplemental written document under corresponding headings. Rated elements will be scored and failure by a Proponent to fully address any rated element will affect the Proponent's evaluation and final score under Part 4 (Evaluation Process).

Pricing information is to be provided per Form A – Pricing.

**PART 4
EVALUATION PROCESS**

4.1 General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Elements	640	416
III	Pricing	360	234
IV	Reference Verification	(Pass/Fail)	Pass
	Total	1,000	N/A

4.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must meet the requirements set out in the Mandatory Requirements Schedule.

Stage I will consist of a review to determine which Proposals comply with those requirements.

Subject to Section 2.12 (Rectification Period), if a Proposal fails to satisfy all of those requirements then it will be disqualified.

4.3 Stage II – Evaluation of Rated Elements

The Evaluation Team will score each Eligible Proposal according to the rated elements listed in the Rated Elements Schedule.

Unless otherwise provided in this RFP, each rated element will be generally evaluated in accordance with the following methodology. Where a given criterion is not scored out of 10 points, the Proponent will receive a score for that criterion that is based on its score out of 10 according to this Section, but pro-rated based on the maximum score attributable to that criterion.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Score	Description
10	<p>All the following are true:</p> <ul style="list-style-type: none"> • information addresses all material points, AND • information has no shortcomings / deficiencies, and is credible, AND • information is fully consistent with the rest of the Proposal
8-9	As with 10, except information contains shortcomings / deficiencies that slightly weaken the credibility / persuasiveness / value of the Proposal.
7	<p>As with 10, except one of the following is true:</p> <ul style="list-style-type: none"> • information addresses most (but not all) material points, OR • information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, OR • information is inconsistent with other (non-material) aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
5-6	<p>As with 10, except two or more of the following are true:</p> <ul style="list-style-type: none"> • information addresses most (but not all) material points, AND/OR • information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, AND/OR • information is inconsistent with other aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
3-4	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> • information fails to address most material points, AND/OR • information contains shortcomings / deficiencies that significantly weaken the credibility / persuasiveness / value of the Proposal, AND/OR • information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
1-2	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> • information fails to address any material points, AND/OR • information contains shortcomings / deficiencies that undermine the credibility / persuasiveness / value of the Proposal, AND/OR • information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
0	No relevant information

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

4.4 Stage III – Pricing

Only at the completion of all other rated criteria for all Eligible Proposals will the RFP Contact evaluate the Form A – Pricing of Eligible Proposals.

Pricing will be scored based on a relative pricing formula on the basis of the information provided in the Form A – Pricing.

Each Proponent will receive a percentage of the total possible points allocated to price and or percent discount off list price by dividing the lowest bid price by the Proponent's price and or percent discount for the Goods/Services. For example, if the lowest price offered by one Proponent is \$120.00, that Proponent will receive 100% of the possible points ($120/120 = 100\%$). A Proponent who bids \$150.00 will receive 80% of the possible points ($120/150 = 80\%$) and a Proponent who bids \$240.00 will receive 50% of the possible points ($120/240 = 50\%$). If the highest percent discount off list offered by one Proponent is 35%, that Proponent will receive 100% of the possible points ($35/35 = 100\%$). A Proponent who bids 30% will receive 85.7% of the possible points ($30/35 = 85.7\%$) and a Proponent who bids 25% discount will receive 71.4% of the possible points ($25/35 = 71.4\%$).

$(\text{Lowest Price}/2^{\text{nd}} \text{ Lowest Price}) \times \text{Total available points} = \text{Score for proposal with } 2^{\text{nd}} \text{ lowest price}$

$(\text{Lowest Price}/3^{\text{rd}} \text{ Lowest Price}) \times \text{Total available points} = \text{Score for proposal with } 3^{\text{rd}} \text{ lowest price}$

A mathematical or transposition discrepancy or error in the Form A – Pricing may be corrected by RMA (in its sole discretion) by correcting the Proposal price as follows.

- If the discrepancy is in respect of extensions of unit prices, the unit price shall be taken as correct, and the extension shall be corrected accordingly.
- If a mathematical error is made in applying a fixed percentage to a stated amount (e.g., a 10% contingency fee on a pricing total), the recorded total will be corrected accordingly.
- If a mathematical error is made in adding line items to a total, the correct addition shall be taken as correct, and the recorded total will be corrected accordingly.
- If an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall be taken to be correct and the amount shown after the transfer and the Proposal price shall be corrected accordingly.
- If the discrepancy or error is such that more than one of the foregoing provisions applies, the corrections shall be applied sequentially, in descending order (provided that, if a mathematical error is made in adding line items to a total, the above will be applied first to correct individual line items, as appropriate).
- If the discrepancy or error is such that none of the foregoing provisions apply, the discrepancy or error shall be corrected by taking the lower of the inconsistent amounts as being correct, and the higher amount shall be corrected accordingly.

Any objection or refusal by a Proponent to RMA applying any of the foregoing shall result in either the disqualification of the Proponent, or the Proponent receiving the lowest possible score on the relevant criterion, in RMA's sole discretion.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

4.5 Tie Break Process

If two or more Proposals achieve a tie score on completion of the evaluation process (or any part of that process that limits the number of Proponents that can continue to the next stage), RMA shall break the tie by comparing the scores of the highest rated criterion evaluated in that stage of the evaluation process. If a tie remains, then the second highest criterion will be used to compare scores, and so on, until the tie is resolved. If the tie cannot be so-resolved, then a tie shall be broken by coin toss or by draw of names from a hat – provided that the RFP Contact and at least two other RMA personnel are present.

4.6 Stage IV – Reference Verification (*Pass/Fail*)

At this stage, the Evaluation Team will verify as many references provided by the Ranking Proponent as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed as to their satisfaction with the performance of the Proponent, on a pass/fail basis. Finalization of Agreement with Ranking Proponent

After identifying the Ranking Proponent, if any, RMA may attempt to finalize the terms and conditions of the Agreement with the Ranking Proponent.

For certainty, RMA makes no commitment to the Ranking Proponent that the Agreement will be executed. The Ranking Proponent acknowledges that the commencement of any discussions does not obligate RMA to execute the Agreement.

RMA shall at all times be entitled to exercise its rights under Section 2.24 (Rights of RMA – Ranking Proponent).

RMA's approach to any negotiations is set out at Section 1.9 (Agreement).

Appendix 1 - Goods/Services Description

All terms with initial capitalization that are not otherwise defined in this RFP or this Schedule shall have the meaning ascribed to them in the Form of Agreement.

1. Scope

The purpose of this RFP is to award a contract, or multiple contracts, to a Vendor or Vendors that demonstrate and industry leading capability to supply, install, and deliver products and services that support the Fleet Upfitting and Aftermarket Accessories Program for RMA members. RMA members include any current and future Members – which include local government organizations located in all provinces and territories in Canada. For additional clarity, interested Proponents that serve select regions throughout Canada are encouraged to respond with their specific capabilities to supply and deliver a value-based solution for their region. All Proponents, however, are expected to focus their response for the purposes of the evaluation on their innate capability to supply and deliver a comprehensive product and services offering that exhibits a top-tier overall value-based solution for this Fleet Upfitting and Aftermarket Accessories Program category.

This Fleet Upfitting and Aftermarket Accessories Program RFP is specifically requesting fleet upfitting solutions for the categories listed below, however is not to be understood as an all-inclusive list. Proponents are encouraged to provide fleet upfitting solutions in categories not otherwise mentioned, if applicable. Solutions are to include both supply only and supply and install options.

Service Bodies	Gooseneck Bodies
Mechanics Bodies	Light Duty Truck Bodies
Platform Bodies	Vans
Dump Bodies	Emergency Vehicles (<i>excluding Firetrucks</i>)

This Fleet Upfitting and Aftermarket Accessories Program RFP is requesting Proponents to provide an available suite of products for aftermarket accessories, similar to the categories listed below. This table is for context purposes only and is not intended to be understood as a comprehensive list. Installation services are at time required when purchasing aftermarket accessories and the proposed offering for Aftermarket Accessories should include corresponding installation rates.

Fiberglass Truck Caps	Commercial
Lighting	Interior / Exterior
Towing	Snow

This Fleet Upfitting and Aftermarket Accessories Program RFP does not include automotive parts, and examples are listed in the table below.

Air Conditioning	Exhaust	Ride Control & Suspension
Batteries	Filters & Valves	Steering
Belts & Hoses	Hardware & Fasteners	Wheel
Breaks	Ignition & Tune-Up	Tools & Shop Equipment
Cooling & Heating	Fluids & Chemicals	Transmission & Transaxle
Engine Parts & Mounts	Paint	Wiper Blades

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

2. Requirements and Deliverables

The Proponents are asked to provide a compelling proposal that will easily and clearly show overall best value. Best value will include but not be limited to addressing the following in your RFP submission:

- Competitive pricing across the span of products and services offered beyond a defined basket of goods;
- Our Members ask; how fast, how much, is there a minimum order, does it matter where I live, how easy is it to order, how does this support the local economy and is this trade compliant, my needs are different than my neighbors can my agency benefit by using this contract, is there someone that can answer my questions, do you care about me as a customer?

To support a top-tier overall value-based solution for the supply and delivery of Fleet Upfitting and Aftermarket Accessories Program, RMA is requesting that all interested Proponents provide a thorough and comprehensive description of their ability to deliver on the following items;

- **Range of Products:** Interested Proponents are requested respond with their most comprehensive list of related products that are considered applicable to Fleet Upfitting and Aftermarket Accessories Program RFP category. Fleet Upfitting categories may include, but not be limited to, services bodies, mechanics bodies, platform bodies, dump bodies, gooseneck bodies, light duty truck bodies, vans, and emergency vehicles (excluding firetrucks). Aftermarket Accessory categories may include, but not limited to, fiberglass truck caps, lighting, towing, commercial, interior/exterior, and snow. Proponents should provide an inclusive suite of available products and solutions, and clearly identify if there are any exclusions to their response.
- **Pricing and Discounts:** In correlation with the range of products submitted in the Fleet Upfitting and Aftermarket Accessories Program RFP, Proponents are requested to provide a corresponding pricing and proposed discount model for all products listed in the response. Examples of pricing models may come in the form of % discount off catalogue list price or may be item by item fixed pricing for the term of the contract. Pricing and discounts also apply to installation services. For added clarity, the depth and breadth of each Proponent's range of products proposed, and the pricing and discount model deliverables will be evaluated independent of one another.
- **Online Technology – Ordering Process:** Interested Proponents are requested to respond with a detailed description of their existing online ordering platforms and supporting technology that delivers an industry leading customer ordering experience. In addition to the ordering process, interested Proponents are to provide details their return policy that is classified as either standard process or exceptional process specific to this RFP response. Additional considerations for online technology and ordering process include the Proponent's ordering platform for telephone and web-based orders and overall customization of online web portal for each provincial association(s) showing discount and contract savings.
- **Product Delivery and Shipping Considerations:** Interested Proponents are requested to respond with their best offer for shipping costs and timelines. Shipping regions potentially span Canada-wide, whereby MASH/MUSH sector and not-for-profit organizations across Canada will have access to the awarded contract. Proponents are encouraged to demonstrate their robust supply

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

chain network that reduces or eliminates shipping costs and reduces delivery times. In addition to the product delivery and shipping consideration deliverables, interested Proponents are to provide a description of their distribution network(s) in Canada along with any excluded regions in Canada that cannot be served through this network.

- **Canadian Sales Team(s):** Interested Proponents must respond with a designated representative or representatives responsible for managing the Vendor and contract relationship between the Vendor and RMA. In addition, interested Proponents are to provide contacts for any and all regional or territory sales representatives for the available serviceable regions. It is expected that the awarded Vendor or Vendors with regional or territory sales representatives work together with the RMA Client Relations Managers assigned to their same region or territory.
- **Vendor Marketing Plan:** Interested Proponents must respond with a detailed marketing plan that outlines the dedicated commitment of resources focused on promoting the awarded contract. This marketing plan should clearly indicate the area(s) of Canada that can be served, the resources available for those area(s), and should elaborate on the primary and secondary target markets along with strategies to reach those markets using the awarded contract and the partnership with RMA and represented associations. RMA welcomes interested Proponents to add other relevant considerations not already mentioned related to their proposed marketing plan.
- **Financial Reporting and Electronic Billing:** Interested Proponents must respond with their preferences and capabilities for financial reporting throughout the duration of this contract. Traditionally, RMA has implemented two commonly used financial reporting structures; quarterly reporting accompanied with the applicable administration fee payment, or a monthly invoice short pay. While these two financial reporting mechanisms are actively implemented by RMA, alternative financial reporting solutions will be considered to support and accommodate awarded Vendors. Proponents must have the capability to provide electronic billing for member purchases.
- **Miscellaneous considerations:** Interested Proponents are encouraged to provide any additional information deemed necessary to fulfill a top-tier overall value-based solution.

3. Insurance Requirements

Insurance Liability Limits. The Vendor must maintain, for the duration of its contract, \$5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$5 million. Work on the Contract will not begin until after the Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

Minimum Scope and Limits of Insurance. The Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability—Occurrence Form.

The insurance policy must include bodily injury, property damage and broad form contractual liability coverage.

Each Occurrence	\$5,000,000.00
-----------------	----------------

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

The limits listed in this RFP are minimum requirements. RMA does not warrant that the minimum limits contained herein are sufficient to protect a Vendor from liabilities that might arise out of the performance of the Agreement by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

Insurance is to be placed with insurers duly licensed or authorized to do business in Canada.

A Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to RMA separate certificates for each subcontractor upon contract award. All coverage for subcontractors is subject to the minimum requirements identified above.

Proponents are strongly advised to contact their respective insurance broker(s) and assess the impact the insurance coverage requirements set out in the Agreement may have on their proposals and pricing. Proponents are expected to cover all required insurance-related costs in their proposed pricing.

4. Order Process and/or Funds Flow

Members typically issue a purchase order directly to a Vendor. Alternatively, a separate contract may be created to facilitate acquiring the Goods/Services.

A Vendor and a Member may (by mutual agreement) add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable than terms afforded to other Members. However, a Vendor may not make a Member's purchase conditional on adding terms or conditions without the prior written approval of RMA.

Invoices and vendor payments are typically (but not exclusively) processed through RMA. Invoices may be sent at any time; however, must be submitted in electronic format to the e-mail address or assigned vendor portal provided. Vendors must also provide consolidated monthly statements.

The Vendor must provide monthly reports to RMA about Member purchases (showing province, Association, Member name, Goods/Services purchased, price and administrative fee to RMA).

The Vendor must make a quarterly payment of administrative fees to RMA.

5. Administrative Fee

Vendors will pay to RMA an administrative fee. The administrative fee is designed to cover the costs of RMA's and the represented Associations' involvement in contract management, facilitating marketing efforts, Vendor and Member training, and any order processing tasks relating to the Agreement. Administrative fees may also be used for other purposes as allowed by Canadian federal and provincial law.

The administrative fee is typically calculated as a percentage of the dollar volume of all Goods/Services purchased by Members under the Agreement, including anything represented to Members as falling under the Agreement.

The administrative fee is included in, and not added to, the pricing included in Proponent's Proposal. Vendors must not charge Members more than the pricing in their Proposal in order to offset the administrative fee.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

While RMA does not dictate the fee percentage, we require that the Proponent articulate a specific fee in its Proposal. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. RMA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

Vendors are responsible for paying the administrative fee on each invoice paid by RMA – this is done by “short paying” the invoiced amount by the percentage administrative fee contained within the Agreement. However, the Vendor may propose alternate ways to pay the administrative fee, provided that payment is paid at minimum quarterly (and Vendor must cooperate with any audits of these reports to ensure that the administrative fee is paid on all items purchased under the Agreement).

Appendix 2 – Form of Agreement

To be provided to successful Vendor(s)

Mandatory Requirements Schedule

Mandatory Requirement	Evaluation
<p>1. <u>Labelled Electronic Submission</u></p> <p>The Proposals will be submitted to the Tenders@RMATrade.com e-mail in the applicable format, labelled to prominently identify the RFP number, proposal name, the message "Hold for Proposal Opening", prior to the Proposal Submission Deadline.</p>	<p style="text-align: center;"><i>Pass or Disqualification</i></p>
<p>2. <u>Proposal Format and Content</u></p> <p>The Proposal includes the required content and in the required format (hard copy or electronic copy) as set out at Section 3.2 (Proposal Format).</p>	<p style="text-align: center;"><i>Pass or Disqualification</i></p>
<p>3. <u>Authorized Signature</u></p> <p>Where a form contains a signature line, the form must be executed by an authorized signatory of the Proponent.</p>	<p style="text-align: center;"><i>Pass or Disqualification</i></p>
<p>4. <u>Proof of Insurance</u></p> <p>The original certificate of insurance is from a reputable insurer or insurers licensed to underwrite insurance in Canada. The certificate must list all of the insurance coverage specified in the Appendix 1 - Goods/Services and state that such insurance is in place.</p> <p>Note: Prior to signing the Agreement, the Vendor will be required to provide an original certificate from a reputable insurer or insurers licensed to underwrite insurance in Canada identifying RMA as a "Certificate Holder".</p> <p>Any exceptions or assumptions to the insurance requirements must be identified on Form D – Exceptions to RFP or Form of Agreement. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proponents submit must be specific. If a Proponent does not include specific exceptions or assumptions when submitting the Proposal, RMA will typically not consider any additional exceptions or assumptions during the evaluation process.</p>	<p style="text-align: center;"><i>Pass or Disqualification</i></p>
<p>5. <u>Workers Compensation Clearance Certificate</u></p> <p>The Proposal includes a copy of the Proponent's current and valid workers compensation clearance certificate or letter.</p>	<p style="text-align: center;"><i>Pass or Disqualification</i></p>
<p>6. <u>Documents of Authority</u></p> <p>If the Proposal is from a non-manufacturer, the Proposal includes documentation from manufacturers confirming the dealer/distributors ability to provide the solutions as proposed and outlines the dealer network.</p> <p>If the Proposal is from a dealer or reseller of the Goods/Services, the Proposal includes documentation of the Proponent's authority to offer those Goods/Services.</p>	<p style="text-align: center;"><i>Pass or Disqualification</i></p>

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Rated Elements Schedule

Rated Element	Available Points	Evaluation
Part A Corporate Overview (available points: 40)		
<p>1. <u>Corporate Overview</u></p> <p>Provide the following for the Proponent (and, if the Proponent is representing a consortium, each member of that consortium):</p> <ul style="list-style-type: none"> • Indicate whether incorporated, partnership, sole proprietorship or other • Private company/public company (if public, the exchange it is listed on) • Canadian head office location or registered office (if any) • Corporate head office location (if different than above) • Brief overview of the company background • Number of years in business • Has your company or division been involved in a merger or acquisition in the past five years? 	20	Per Evaluation Matrix
<p>2. <u>Legal Actions</u></p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to effectively deliver the Goods/Services.</p> <p>Proponents who are subject to legal action will be scored on the degree to which the legal action may increase the risks or costs to RMA or diminish the effectiveness of the Proponent's performance or output. If the Evaluation Team determines that legal</p>	20	<p>Clearly provide all requested information.</p> <p>Evaluation methodology detailed at left.</p>

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Rated Element	Available Points	Evaluation
<p>actions present significant concern in light of the foregoing, the Proponent may receive zero points for this section.</p> <p>If RMA determines that a Proponent is subject to a legal action that ought to have been disclosed and was not disclosed, RMA may disqualify that Proponent.</p> <p>Proponents that indicate that they have no legal actions will receive the maximum number of points for this section.</p>		
Part B Experience and Qualifications (available points: 90)		
<p>3. <u>Proponent Experience</u></p> <p>Describe Proponent's experience with Fleet Upfitting and Aftermarket Accessories within the public sector as well as the Proponent's experience with co-operative procurement.</p> <p>Also, if the Proponent represents a consortium:</p> <ul style="list-style-type: none"> Describe its experience and success in working in a consortium model Indicate how the Proponent (as prime contractor) and the members of the consortium individually contribute to the qualities, capabilities and experiences required. 	50	Per Evaluation Matrix
<p>4. <u>Personnel</u></p> <p>The Proponent should submit information related to the qualifications and experience of personnel who will form the Proponent's core team, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.16.3 (Personal Information) before submitting any such personal information.</p>	20	Per Evaluation Matrix
<p>5. <u>Workplace safety</u></p> <p>A Certificate of Recognition ("COR") is awarded to employers who develop a health and safety program that meets established standards. A COR shows that the</p>	20	Per Evaluation Matrix

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Rated Element	Available Points	Evaluation
employer's health and safety management system has been evaluated by a certified auditor and meets provincial standards. These standards are established by Occupational Health and Safety ("OHS"). Proponents that maintain a formal HSE-Management System and hold a valid Certificate of Recognition ("COR") or Small Employer Certificate of Recognition ("SECOR") will obtain higher evaluation points. A copy of the Proponent's COR or SECOR is requested with their bid submission.		
Part C Goods/Services Description (available points: 570)		
<p>6. Functional Requirements</p> <p>a) Range of Products: Interested Proponents are requested respond with their most comprehensive list of related products that are considered applicable to Fleet Upfitting and Aftermarket Accessories Program RFP category. Fleet Upfitting categories may include, but not be limited to, services bodies, mechanics bodies, platform bodies, dump bodies, gooseneck bodies, light duty truck bodies, vans, and emergency vehicles (excluding firetrucks). Aftermarket Accessory categories may include, but not limited to, fiberglass truck caps, lighting, towing, commercial, interior/exterior, and snow. Proponents should provide an inclusive suite of available products and solutions, and clearly identify if there are any exclusions to their response.</p> <p>b) Pricing and Discounts: In correlation with the range of products submitted in the Fleet Upfitting and Aftermarket Accessories Program RFP, Proponents are requested to provide a corresponding pricing and proposed discount model for all products listed in the response. Examples of pricing models may come in the form of % discount off catalogue list price or may be item by item fixed pricing for the term of the contract. For added clarity, the depth and breadth of each Proponent's range of products proposed, and the pricing and discount model deliverables will be evaluated independent of one another.</p> <p>1) The same as the Proponent typically offers to an individual municipality, university, or school district;</p>	<p>50</p> <p>300</p> <p>0</p>	<p>Responses for either Fleet Upfitting or Aftermarket Accessories, but not both, will receive a maximum of 25 points.</p> <p>Other related product categories subject to 5 points each.</p> <p>Only one of the three discount models will apply</p>

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Rated Element	Available Points	Evaluation
2) The same as the Proponent typically offers to Group Purchasing Organizations (GPO's), co-operative procurement organizations, or provincial purchasing departments;	10	with points awarded to best value to the member to a maximum of 50 points.
3) Better than the Proponent typically offers to Group Purchasing Organizations (GPO's), co-operative procurement organizations, or provincial purchasing departments.	50	
c) Administration Fee: Administrative fees are intended to offset the solicitation, administration, marketing and accounting functions provided by RMA and Members.	10	As per 4.4 Pricing/ Administrative fee Matrix
d) Product Delivery and Shipping Considerations: Interested Proponents are requested to respond with their best offer for shipping costs and timelines. Shipping regions potentially span Canada-wide, whereby MASH/MUSH sector and not-for-profit organizations across Canada will have access to the awarded contract. Proponents are encouraged to demonstrate their robust supply chain network that reduces or eliminates shipping costs and reduces delivery times. In addition to the product delivery and shipping consideration deliverables, interested Proponents are to provide a description of their distribution network(s) in Canada along with any excluded regions in Canada that cannot be served through this network.	120	Delivery/Shipping Cost 60 points (factoring as per 4.4 Pricing/Administrative fee Matrix)
e) Product and Installation Availability: Proponents are requested to describe their ability to supply products and installation services in a timely manner to Members. Rated elements include distribution network, inventory availability, number of SKU's available, number of supplier contracts, fill rate percent, and how back orders are handled.	30	5 points for each rated element factored from highest receiving 5 points to lowest receiving 0 points
7. <u>Technical Requirements</u>		
a) The Proponent's ability to provide electronic billing compatible with the RMA accounting system for Member purchases. Describe billing formats available from your Organization.	10	Per Evaluation Matrix

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Rated Element	Available Points	Evaluation
Part D Approach, Marketing Plan, Value-Add (available points: 300)		
<p>8. <u>Proposed Approach</u></p> <p>Describe the critical success factors, risks and strategic opportunities for this project.</p> <p>Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract.</p> <p>You should address your approach to:</p> <ul style="list-style-type: none"> • Project management • Design process • Change management • Quarterly meetings and analysis of opportunities 	50	Per Evaluation Matrix
<p>9. <u>Proposed Marketing Plan</u></p> <p>Provide a high-level marketing plan showing the Proponent's commitment to successful implementation of the Goods/Services. Examples include co-branded marketing materials, product information available through website, tele-marketing, training, factory tours, use of associations newsletters, participation in tradeshow and any other opportunities for outreach.</p> <p>RMA has the following expectations regarding the marketing plan, which the Proponent should address:</p> <ul style="list-style-type: none"> • <i>Effective communication.</i> Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted Goods/Services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the selected proponent's sales teams. 	150	<p>Per Evaluation Matrix</p> <p>A Proponent must achieve a minimum score of 65% of the Available Points for this criterion. Failure to do so may result in the disqualification of the Proponent's Proposal.</p>

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Rated Element	Available Points	Evaluation
<ul style="list-style-type: none"> • <i>Demonstrate the ability to deploy sales force or dealer network.</i> RMA expects that a Vendor's sales force will likely be the primary source of communication with Members and will directly affect the contract's success. Effective Proposals demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Members in all provinces and territories (although a national scope is preferred, a Proponent may specify only certain regions for its Proposal). Proponents' responses should fully demonstrate their sales and service capabilities, should outline their provincial sales force network (both numerically geographically), and should describe their method of distribution of the offered Goods/Services. Service may be independent of the product sales pricing, but RMA encourages related services to be a part of Proponents' response. • <i>Demonstrate a commitment to fully embrace the RMA contract.</i> Proponents should identify both the appropriate levels of sales management and sales force that will need to understand the value of the RMA contract, as well as the internal procedures needed to deliver the appropriate messaging to Members. Proponents should outline their proposed involvement in promoting an RMA contract through applicable industry trade show exhibits and related customer meetings. Proponents are encouraged to consider participation with RMA at RMA-endorsed tradeshow and tradeshow of the represented associations. • <i>Process commitment.</i> Proponents should identify their commitment to develop a sales/communication process to facilitate Member purchases and establish status of current and potential agencies/members. Proponent should further express their commitment to capturing sufficient Member information as is deemed necessary by RMA. • <i>Additional steps if awarded contract.</i> Proponents should exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items if awarded a contract: 		

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Rated Element	Available Points	Evaluation
<ul style="list-style-type: none"> o <i>Complete marketing plan.</i> The Vendor will be required to submit a marketing plan outlining how it will launch the RMA contract to current and potential Members. RMA requires the Vendor to embrace and actively promote the contract in cooperation with the RMA and the represented Associations. o <i>Printed and electronic marketing materials.</i> The Vendor will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the RMA and the represented Associations directory and other approved marketing publications. Vendors will work with RMA and represented Associations to create co-branded materials both in print and electronic format. Vendors will provide RMA and represented Associations permission to use logos in marketing materials and presentations. o <i>Contract announcements and advertisements.</i> Vendors will outline in the complete marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded RMA contract. o <i>Vendor's website.</i> The Vendor will establish how an awarded contract will be displayed and linked on the Vendor's website. An online shopping experience for Members is desired whenever possible. 		

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Form A – Pricing

Proponent to provide list of products/categories with list price, discount and member price.

The table below is for reference only, the proponent is requested to pricing in a searchable spread sheet.

Category: _____ Discount Off List: _____

Product Description	Product Number	List Price	Member Price

Category: _____ Discount Off List: _____

Product Description	Product Number	List Price	Member Price

Form B – Proponent Questionnaire
General Business Information

Proponent Name: _____

Questionnaire completed by: _____

Please identify the person RMA should correspond with from now through the Award process:

Name: _____ Email address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows RMA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. RMA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “N/A” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Corporate Overview – please provide a brief overview of the following information, no more than 10 pages in length.

History of your Company and Organization
Products and Services
Manufacturing and Distribution Facilities
Retail Locations and Branches
Sales and Customer Support Teams
Ecommerce Tools
Value Added Services
Turnaround Times

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the industry relating to this RFP.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data.
- 6) What is your Canadian market share for the solutions that you are proposing?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the province the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any provincial or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any Program and Administrative Support Agreement contracts that you hold.
- 17) What do you consider to be the top three market differentiators of your products/services relative to this RFP category?
- 18) Describe your experience in working with RMA and represented Associations members.

Proponent's Ability to Sell and Deliver Service Nationwide

- 19) Describe your company's capability to meet RMA and represented Associations Member's needs across Canada or for each geographical area that the Proponent wishes to do business in. Your response should address at least the following areas.
- a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

direct employers (or employees of a third party), and any overlap between the sales and service functions.

- 20) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 21) Identify any geographic areas in Canada that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your RMA pricing and other contract detail to your sales force provincially.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 25) In your view, what is RMA's and the represented Associations' role in promoting contracts arising out of this RFP? How will you integrate an RMA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, training programs that you offer to RMA and represented Associations' Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green and/or charitable" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) What unique attributes does your company, your products, or your services offer to RMA and represented Associations' Members? What makes your proposed solutions unique in your industry as it applies to RMA and represented Associations' Members?
- 31) Identify your ability and willingness to provide your products and services to RMA and represented Associations' Members in Canada.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to RMA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the RMA Members' and represented Associations Members' purchase orders.

Warranty

- 4) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions in Canada for which you cannot provide a certified technician to perform warranty repairs? How will RMA Members' and represented Association Members' in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 5) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 6) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 7) Describe your pricing model (e.g. line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the RMA discounted price) on all the items that you want RMA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 9) The pricing offered in this proposal is

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

- _____ a. the same as the Proponent typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.
 - _____ c. better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer.
- 11) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proponent.
- 13) If delivery or shipping is an additional cost to the RMA Member and represented Association Member, describe in detail the complete shipping and delivery program.
- 14) Specifically describe those shipping and delivery programs for Canada.
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with RMA. This process includes ensuring that RMA Members and represented Associations Members obtain the proper pricing, that the Vendor reports all sales under the Contract.
- 17) Identify a proposed administrative fee that you will pay to RMA for facilitating, managing, and promoting the RMA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 5.28 and following for details.)

Industry-Specific Questions

- 18) Describe the top three market differentiators of your products/services relative to this RFP category.
- 19) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

Signature: _____ Date: _____

Form C – Proponent Information and Assurances

I am duly authorized by the undersigned company (the “**Proponent**”), including the persons, firms, corporations, and advisors joining in the submission of this Proposal, and represent to Rural Municipalities of Alberta (“**RMA**”) that the following information is correct. Terms not defined herein are defined in the RFP.

1. Proponent Information

- (a) The full legal name of the Proponent is:

- (b) All other registered business names under which the Proponent carries on business are:

- (c) The jurisdiction in which the Proponent is organized and existing is:

- (d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

Contact Name:

Address:

Telephone:

E-mail address

2. Addenda

The Proponent is deemed to have read and accepted all addenda to the RFP issued by RMA to date. The Proponent understands that the onus remains on the Proponent to have made any necessary amendments to its Proposal based on the addenda in framing its Proposal.

3. Unfair Advantage and Conflict of Interest

The Proponent has reviewed the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. If the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

If either or both of the statements below apply, check the appropriate box:

- ☐ The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- ☐ The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), relevant details are to be set out below.

4. Disclosure of Information and Freedom of Information

The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by RMA to RMA's advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

Freedom of information legislation (**FOIP**) will apply to records provided to RMA by a Proponent, and may require disclosure of such records to third parties.

The following chart is provided for Proponents to list all records supplied in confidence by the Proponent to RMA pursuant to this procurement process (e.g. their Proposal or any accompanying documentation). It is intended to assist RMA in determining what aspects of the Proposal are non-confidential (i.e., contain publicly available information), and what aspects are confidential. Confidential aspects either contain:

- business information – where disclosure would be harmful to the Vendor's business interests, or
- personal information – where disclosure would be an unreasonable invasion of personal privacy.

Record	Full Disclosure	Partial Disclosure	Identify portions of Record (e.g. pages or sections) that are supplied in confidence and the exemption(s) or exclusion(s) under FOIP being relied upon

Fleet Upfitting and Aftermarket Accessories Program [RMA-2020-002]

Note: Listing the entire Proposal is not a useful means of distinguishing confidential from non-confidential information.

5. Capabilities and Performance

Check the appropriate box:

☐

The Proponent's Proposal applies to the sale of Goods/Services to Members in all Canadian provinces and territories, without any geographic restriction.

☐

The Proponent's Proposal only applies to the sale of Goods/Services to Members in the following provinces, territories or regions:

It is the responsibility of the Proponent to seek clarification from the RFP Contact or its own advisors on any matter it considers to be unclear – including any indemnity and insurance requirements in the Appendix 2 – Form of Agreement.

The Proponent understands that no delivery of Goods/Services will commence until RMA has entered into a contract with a Vendor.

Signature of Proponent representative

Name and Title

Date:

I have authority to bind the Proponent.

Pass or Disqualification

Form D – Exceptions to RFP or Form of Agreement

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proponent's response. The Proponent acknowledges that the exceptions listed may or may not be accepted by RMA or included in the final contract. RMA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

[illegible]

Proponent's Signature: _____ **Date:** _____

RMA's clarification on exceptions listed above:

Form E – Pre-Submission Checklist

PRE-SUBMISSION CHECKLIST

Check when completed	Contents of Your Bid Proposal
	Form A: Price
	Form B: Proponent Questionnaire
	Form C: Proponent Information
	Form D: Exceptions to Proposal, Term, Conditions and Solutions Request
	Form E: Pre-Submission Checklist
	Certificate of Insurance with \$5 million coverage
	Certificate of Recognition or Small Employer Certificate of Recognition
	Worker's Compensation Clearance Letter
	Acknowledgement and list of addendums received
	Pricing for all Products/Equipment/Services within the RFP being proposed
	Entire Proposal submittal including signed documents and forms.
	All forms Signed and Dated.
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"
	Response Package delivered prior to deadline

**SCHEDULE “D”
TRADE-MARKS**

RMA’s Trade-marks

Vendor’s Trade-marks

SCHEDULE "E"
CHANGE REQUEST FORM

Instructions for Vendor

Requests for Product/Service changes, additions, or deletions will be considered at any time throughout the Term. All such requests must be made in writing by completing this Change Request Form and signed by an authorized Vendor representative. All changes are subject to review and approval by the RMA Manager of Vendor Relations. Submit request through email to Dave Dextraze, Manager of Vendor Relations to dave@RMATrade.com.

RMA will determine whether the request is 1) within the scope of the RFP, and 2) in the best interests of RMA and Members. If RMA approves the changes documented in a Change Request Form, that form will be signed by RMA and emailed to the Vendor contact.

The Vendor must (i) individually list or attach all items or Goods/Services subject to change, (ii) provide sufficiently detailed explanation and documentation for the change, and (iii) include a complete restatement of pricing documentation in an appropriate format (preferably MS Excel). The pricing documentation must identify all Goods/Services being offered and must conform to the following RMA product/price change naming convention: (Vendor Name) (RMA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all Goods/Services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New Goods/Services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. Goods/Services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: The Vendor may request price changes if it provides sufficient rationale for the change. For example, a Vendor that manufactures products that requires substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: RMA expects the Vendor to propose its best prices however price decreases will be considered.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Vendor Name and Type of Change Request

Vendor Legal Name: _____

RMA Contract Number: _____

Check all changes that apply:☐ Adding Goods/Services☐ Price Increase☐ Deleting Goods/Services☐ Hot List Pricing**Detailed Explanation of Need for Changes**

List the Goods/Services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or Goods/Services changes. EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding Goods/Services, state how these are within the scope of the original RFP.

--

If changing prices or adding Goods/Services, state how the pricing is consistent with existing RMA Program Pricing.

--

Complete Restatement of Program Pricing Submitted

A COMPLETE restatement of Program Pricing, including all new and existing Goods/Services is attached and has been emailed to the Manager of Vendor Relations.

☐ Yes ☐ No

Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Manager of Vendor Relations

Date

Vendor Administration Manager

Date