

## PROGRAM ADMINISTRATION AND SUPPORT AGREEMENT

**THIS AGREEMENT** is between **CANOE PROCUREMENT GROUP OF CANADA**, a tradename of the Rural Municipalities of Alberta, a corporation incorporated pursuant to the laws of Alberta ("**CANOE**") and:

Supplier Legal Name:	4Refuel Canada LP
Supplier Corporate Jurisdiction:	Winnipeg, Manitoba
	(the " <b>Supplier</b> "), as of
Date of Agreement:	December 1, 2023
RFP No.	CAN-2023-021
RFP Title	Cardlock, Retail and The Bulk Delivery of Diesel, Gasoline and Alternative Fuels
	(the " <b>RFP</b> ").

### BACKGROUND

- A. CANOE is a public agency serving as a national municipal contracting agency for its Members, and in that capacity issued the RFP for cardlock, retail and bulk delivery of diesel, gasoline and alternative fuels.
- B. The Supplier is engaged in the business of selling some or all of those goods and/or services and submitted a proposal response to the RFP on August 31, 2023 (the "Proposal").
- C. CANOE wishes to enter into an agreement with the Supplier for the purchase of goods and/or services by Members, pursuant to a purchase program administered by CANOE.
- D. Members who wish to purchase Goods/Services as part of the Program may be required to enter into a separate Confirmation Agreement with the Supplier.
- E. The Parties wish to set out the terms and conditions upon which those purchases will occur, and under which the purchase program will be administered.

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

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

**"Administrative Fee"** means the fee paid by the Supplier to CANOE as described in Schedule B (Administrative Fee) and protected under FOIPPA.

**"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 Confidential Information.

**"Confirmation Agreement"** means a separate and distinct contract between a Member and the Supplier for the purchase of Good/Services and example of which is found in Schedule "E"

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

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

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

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

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

**"Goods/Services"** means the goods and/or services identified in 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 CANOE during the Term, and any CANOE-represented associations and their current and future members during the Term. CANOE may also be considered a Member in its capacity as a purchaser of Goods/Services. In addition, to be a Member for the purposes of this Agreement, the Member must operate within the Territory during the Term. See <https://rmaalberta.com/wp-content/uploads/2022/11/Provincial-Associations-Public-Sector-Agencies-2022-2.xlsx> for a general list of Members.

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

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

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

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

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

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

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

**"Term"** means the term of this Agreement, as set out in Section 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 C (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	Administrative Fee
Schedule C	Trade-marks
Schedule D	Change Request Form
Schedule E	Purchase Confirmation Agreement

**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 B (Administrative Fee);
- (d) Schedule E (Purchase Confirmation Agreement);
- (e) Schedule C (Trade-marks);
- (f) Schedule D (Change Request Form)
- (g) The RFP; and,
- (h) The 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 CANOE administers the Program as set out in this Agreement. Through the Program, Members have the option to purchase from the Supplier, and the Supplier agrees to supply to Members, the Goods/Services at Program Pricing.
- (b) Members who wish to purchase Goods/Services as part of the Program may be required to enter into a separate Confirmation Agreement with the Supplier, an example of which is provided in Schedule E. Such Confirmation Agreement shall form a separate and distinct contract between the Supplier and Member. The terms of that Confirmation may be modified upon mutual agreement of the Member and Supplier, but they shall not conflict with any provision of this Agreement.
- (c) The Parties agree that the Supplier is an independent supplier and is not the agent or partner of CANOE. Nothing contained in this Agreement shall create or be deemed to create the relationship of joint venture, partnership, or agency between the Parties. Neither Party shall represent itself as the joint venturer, partner, or agent of the other. The Supplier has no authority to bind CANOE and will not represent itself as having that authority.

**2.2 Responsibilities of the Supplier**

- (a) The Supplier shall sell and deliver the goods/services set forth in Schedule A.
- (b) The Supplier will distribute fleet cards to the Members who participate in the Program and administer the fleet cards throughout the Term of the Agreement.
- (c) The Supplier will work with the Member to resolve any issues that may arise with the fleet cards.
- (d) The Supplier will manage the transition of Members into the Program and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (e) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedule A (Program Details).
- (f) The Supplier 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 CANOE.
- (g) The Supplier acknowledges that Articles 1-11 and Schedule A (Program Details) will be posted on [www.canoeprocurement.ca](http://www.canoeprocurement.ca).

- (h) The Supplier will provide prompt cooperation to CANOE and its representatives to ensure that the Program is effective and responsive to Members.
- (i) During the Term, the Supplier will continually provide Members with the Program Pricing for all Goods/Services.
- (j) The Supplier will ensure that its Program Pricing is published on a website for Member access. Program Pricing is based on posted prices and are set out in Schedule A. Program Pricing excludes all taxes, duties, and levies. Freight charges may also apply.
- (k) The Supplier will promptly provide CANOE and a copy of any Confirmation Agreement that is entered into between a Member and the Supplier.
- (l) The Supplier will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (m) The Supplier will inform CANOE of important developments within the industry that affect the Program or the Goods/Services.
- (n) The Supplier will maintain the insurance required under Schedule A (Program Details) at all times during the Term.

### 2.3 Responsibilities of CANOE

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

### 2.4 Program Leads

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



**2.5 No Guaranteed Volumes**

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

**2.6 Exclusivity**

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

**2.7 Conflict of Interest**

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

**ARTICLE 3  
FINANCIAL MATTERS**

**3.1 Pricing Commitment and Adjustment**

- (a) Program Pricing shall be fixed for the first year of the Term of the Agreement. For the remainder of the Term of the Agreement, Program Pricing shall be subject to an annual price adjustment, at Supplier's sole discretion, based on the average Canadian Price Index ("CPI") increase (Canada All Items). For certainty, the CPI shall be in reference to information published by Statistics Canada.

**3.2 Administrative Fees**

- (a) Defined in Schedule B (Administration Fee).

**3.3 Supplier Expenses**

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

**3.4 Billings and Payment**

- (a) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through CANOE.
- (b) Invoices must be submitted in electronic format, either as CSV, PDF, or EDI files, to [invoices@canoeprocurement.ca](mailto:invoices@canoeprocurement.ca).
- (c) Invoices will be submitted within one week of the delivery of the Goods/Services. For Cardlock transactions, invoices should be submitted within 30 days of the purchase transaction.
- (d) All invoices must include:
- (i) a 'Bill To' section to the CANOE address;
  - (ii) a 'Ship To' section that includes the Member name, address, and Member 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 B); and
    - (C) GST, PST, and/or HST number (stated separately).

- (e) 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.
- (f) To the extent CANOE or any Member requests reasonable supporting documentation regarding invoiced amounts, the Supplier shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Supplier's receipt of that request and the delivery of the relevant supporting documentation to CANOE.
- (g) The Supplier should ensure that any person ordering on behalf of a Member provides the Supplier with the Member's CANOE member number for electronic entry on the invoice.
- (h) The Supplier shall ensure that their contract number is included on the invoice.
- (i) The Supplier shall provide CANOE with all relevant invoice templates, if necessary.
- (j) CANOE will promptly pay all undisputed Supplier invoices submitted in accordance with this section within 30 days of receipt.
- (k) If CANOE disputes an amount on any Supplier invoice, CANOE will only withhold the portion in dispute and will pay the balance of the invoice.
- (l) If CANOE fails to make payment as specified under this Section 3.4, interest shall accrue on such overdue amounts at the rate of 18% per annum calculated and payable monthly by CANOE.

### **3.5 Financial Reporting and Record-keeping**

- (a) The Supplier shall provide the reports described in Schedule A (Program Details).
- (b) The Supplier shall keep and maintain sufficient records in connection with the Program to substantiate that it has performed its obligations hereunder, including as they relate to the payment of the Administrative Fee.
- (c) In addition to the Supplier reporting for the Program as a whole, the Supplier must be able to provide segmented reporting based on individual provinces and their respective associations.

- (d) CANOE, its authorized representatives, or an independent auditor identified by CANOE may, at CANOE's expense, upon reasonable prior notice to the Supplier, review or audit the Supplier's records regarding the Supplier's performance of its obligations hereunder. The Supplier shall provide reasonable cooperation in connection with the foregoing and shall disclose or grant reasonable access to any information requested by CANOE, its authorized representatives, or an independent auditor in connection with the Program or this Agreement.

## ARTICLE 4 TRADE-MARKS

### 4.1 Trade-mark License and Branding

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

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

**ARTICLE 5**  
**REPRESENTATIONS AND WARRANTIES**

**5.1 Representations by Each Party**

Each Party represents and warrants to the other that:

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

**5.2 Representations by the Supplier**

The Supplier represents and warrants that:

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

## ARTICLE 6 CONFIDENTIAL INFORMATION

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

The Receiving Party agrees not to:

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

### 6.2 Protection

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

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

### 6.3 Mandatory Disclosure

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

### 6.4 Notice of Unauthorized Use or Disclosure

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

## **6.5 No Proprietary Right**

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

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

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

## **6.7 Freedom of Information Laws**

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



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

**ARTICLE 7**  
**INDEMNITY, LIABILITY, RISK**  
**OF LOSS AND TITLE**

**7.1 Liability for Representatives**

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

**7.2 Indemnity**

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

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

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

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

### **7.3 Limitation of Liability**

In no event shall either party, its affiliates or any of their respective directors, officers, employees, agents, or subcontractors, be liable to the other party for any claim for punitive, exemplary, aggravated, indirect, consequential, or special damages in connection with this agreement, including without limitation damages for loss of profits or revenue, or failure to realize expected savings, howsoever derived. The foregoing shall not supersede the terms of any purchase agreement which provide otherwise. Each Party's maximum liability to the other Party howsoever arising shall be limited to the total fees paid by CANOE to the Supplier in the past six (6) months.

### **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.

### **7.5 Risk of Loss, Title**

The risk in the Goods/Services delivered by the Supplier to a Member shall pass to such Member F.O.B. upon delivery to such Member as the Goods/Services passes the loading valve or flange into the receiving equipment of such Member, but title and ownership of the Goods/Services shall not pass to such Member until CANOE has paid for the same. Receipt by the Supplier of any cheque, other bill of exchange or any promissory note, shall not be deemed to be payment until the same has been honored or cleared to the credit of the Supplier's bank account.

**ARTICLE 8  
TERM AND TERMINATION**

**8.1 Term**

This Agreement comes into effect on the Effective Date and has an initial term equal to four (4) years, with the option of a one-time only one (1) year extension upon mutual agreement of the Parties, such option to renew shall be exercised by the CANOE in its sole and unfettered discretion.

**8.2 Reduction in Scope**

CANOE may, on 15 days prior written notice to the Supplier, reduce the scope of the Goods/Services provided under the Program by identifying specific Goods/Services that will no 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 30 days of written notice of such failure being provided to that Party.

**8.4 Termination by CANOE**

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

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

**8.5 Termination by the Supplier**

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

**8.6 Orderly Termination**

In the event of termination or expiry of the Agreement, each Party shall cooperate to affect 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 CANOE pursuant to Section 8.3, the Supplier shall be liable to CANOE for any costs incurred by CANOE and corresponding Administration Fees as a result of the notice of default and termination of this Agreement.

**8.7 No Limitation of Remedies**

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

**8.8 Survival**

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

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

### 11.3 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.

**CANOE PROCUREMENT GROUP OF CANADA**

By: Tyler Hannemann  
Tyler Hannemann (Nov 16, 2023 14:12 MST)  
Name: Tyler Hannemann  
Title: Manager or Supplier Relations

SUPPLIER LEGAL NAME:

4REFUEL CANADA LP

By: Sirpreet Basra  
Name: Sirpreet Basra  
Title: Vice President of Finance

**SCHEDULE "A" PROGRAM DETAILS**

1. **Goods/Services, Territory and Price**

Bulk Delivery

Bulk fuel delivery pricing consists of two components: Price per litre and delivery cost.

- Price per litre: The price discount table below includes the discount per litre off of the rack rate in each corresponding province.

<u>Price Discount Table</u>	British Columbia	Alberta	Saskatchewan	Manitoba	Ontario	Nova Scotia	Quebec
Unleaded Automotive Gasoline							
Unleaded Automotive Gasoline (Dyed)							
Oxygenated Unleaded Automotive Gasoline Containing Ethanol (E1-E10 and E11-E15)							
Automotive Ethanol Fuel Grade 1 - Regular - Antiknock Index 87							
Automotive Low-Sulfur Diesel Fuel							
Automotive Low-Sulfur Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5)							
Regular Sulfur Diesel Fuel (Red-Dyed)							

- Delivery cost: Presented below is a table providing the delivery cost per litre for locations within 80 km from the designated pick-up terminal. For distances exceeding 80km from the pick-up terminal, please refer to our fuel delivery cost calculator in the attached Excel file.

<b><u>Delivery Cost within 80 km of Pick-up Terminal</u></b>	
<b>Volume in Litres</b>	<b>Delivery Cost Per Litre</b>
1,000 - 2,500	
2,500 - 5,000	
5,000 - 7,500	
7,500 - 10,000	
10,000 - 15,000	
15,000 - 20,000	
20,000 - 25,000	
25,000 - 30,000	
30,000 - 35,000	
35,000 - 40,000	
40,000 - 45,000	
45,000 - 50,000	

2. **Product Quality and Reclassification**

Refer to regulation requirements and Form B, Part E of the Supplier's Proposal.

3. **Measurement**

Must meet the Canadian General Standards Board for the supply and delivery of Goods and Services covered under this Agreement.

4. **Order Process and/or Funds Flow**

**BULK DELIVERY**

Members typically issue a purchase order directly to a Supplier. A Supplier 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 than the terms of the agreement between Canoe and the Supplier.

**RETAIL or CARDLOCK**

The Supplier will be responsible for the distribution and administration of the cardlock and fleet cards to the Member as part their contract onboarding process. Supplier must provide individual member invoices to Canoe for processing.

5. **Payment Terms**

As per Article 3 – Financial Matters

## 6. **Marketing Plan**

Refer to regulation requirements and Form B, Part D of the Supplier's Proposal.

## 7. **Reports**

The Supplier will provide consolidated monthly statements to CANOE about Member purchases under the Program (showing province, association, Member name, Goods/Services purchased, price and Administrative Fee).

CANOE has approval from participating Members to allow the Supplier to share their purchase data with CANOE for the purpose of financial reporting.

The Supplier will provide quarterly reporting details to CANOE 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 CANOE. The Supplier will clearly show all supporting amounts, references, and provide appropriate supporting information.

The Supplier will provide segmented reporting on each of the provincial associations represented by Canoe.

The Supplier will provide a quarterly business review to CANOE to discuss the Program sales performance and the deployment and effectiveness of marketing strategies. Such a review will be provided within 90 days of the anniversary of the Effective Date.

## 8. **Insurance Obligations**

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

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

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

9. **Additional Matters**

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

10. **Contact Information for Notices**

Any Notice to CANOE shall be addressed to:

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

Attention: Tyler Hannemann  
Tel: 780-955-8403  
Email: [tyler@canoeprocurement.ca](mailto:tyler@canoeprocurement.ca)

Any Notice to the Supplier shall be addressed to:

4Refuel Canada LP  
821 Lagimodière Blvd  
Winnipeg, MB R2J 0T8

Attention: Aaron Kirouac  
Tel: 204.880.5553  
Email: [akirouac@4refuel.com](mailto:akirouac@4refuel.com)

**SCHEDULE B  
ADMINISTRATIVE FEE**

***Note:** The following Schedule B is separated from the rest of this Agreement for the purposes of confidentiality as per the Freedom of Information and Protection of Privacy Acts within Canada.*

In consideration of CANOE’s contributions to the Program, the Supplier agrees to pay CANOE the Administrative Fee.

All Member purchases of Goods/Services are Administrative Fee eligible.

Payment of the Administrative Fee to CANOE is on net 30 terms.

Any Member purchases of Goods/Services that deviate from the approach set out in that schedule will not release the Supplier from paying the corresponding Administrative Fee for such purchases. For example, if the Administrative Fee is to be paid on sales billed to CANOE, the Supplier will still pay the Administrative Fee for any sales paid directly to the Supplier by the Member.

1. **Administrative Fee**

<b>Administrative Fee Table</b>	<b>British Columbia</b>	<b>Alberta</b>	<b>Saskatchewan</b>	<b>Manitoba</b>	<b>Ontario</b>	<b>Nova Scotia</b>	<b>Quebec</b>
<b>Unleaded Automotive Gasoline</b>							
<b>Unleaded Automotive Gasoline (Dyed)</b>							
<b>Oxygenated Unleaded Automotive Gasoline Containing Ethanol (E1-E10 and E11-E15)</b>							
<b>Automotive Ethanol Fuel Grade 1 - Regular - Antiknock Index 87</b>							
<b>Automotive Low-Sulfur Diesel Fuel</b>							
<b>Automotive Low-Sulfur Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5)</b>							
<b>Regular Sulfur Diesel Fuel (Red-Dyed)</b>							

**CANOE PROCUREMENT GROUP OF CANADA**

**SUPPLIER**

By: Tyler Hannemann  
Tyler Hannemann (Nov 16, 2023 14:12 MST)  
Name: Tyler Hannemann, MBA  
Title: Manager of Supplier Relations

By: Sirpreet Basra  
Name: Sirpreet Basra  
Title: Vice President of Finance

By: Tony De Sciscio  
Tony De Sciscio (Nov 16, 2023 16:21 EST)  
Name: Tony De Sciscio CSCMP  
Title: Contract Manager

By: \_\_\_\_\_  
Name:  
Title:



**SCHEDULE “C”****TRADE-MARKS****CANOE’s Trade-marks**

The CANOE (Canoe Procurement Group of Canada) logo and the corporate colours are key elements for establishing and maintaining the brand identity. It needs to be used appropriately and consistently across all printed and on-screen applications. It is vital the logo retains its intended shape, form, and colour. Therefore, it is imperative that no one attempts to modify or recreate the logo under any circumstances.

CANOE administers business services programs on behalf of partner associations across Canada. As part of this agreement, CANOE approves the usage of their logos on co-branded materials. Usage requirements for these logos in the same as the guidelines specified above.

To access all branding collateral, the CANOE supplier portal access is found below.

Login: <https://supplierhub.canoeprocurement.ca/>

Password: 4cross-Canada!

All co-branded materials using the logos of CANOE, or its partner associations must be approved prior to publication. Drafts of co-branded materials can be sent to [communications@RMAAlberta.com](mailto:communications@RMAAlberta.com) for review and approval.

**Supplier’s Trade-marks**

CANOE is required to follow the technical requirements of branding components for the Supplier for items such as logos and corporate colour schemes.

CANOE will coordinate with the Supplier’s Program Lead for access to logos.

**SCHEDULE "D"**  
**CHANGE REQUEST FORM**

**Instructions for Supplier**

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 Supplier representative. Subject to Section 3.1 of the Agreement, all changes are subject to review and approval by the CANOE Manager of Supplier Relations. Submit request through email to Tyler Hannemann, Manager of Supplier Relations to [tyler@canoeprocurement.ca](mailto:tyler@canoeprocurement.ca).

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

The Supplier 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 CANOE product/price change naming convention: (Supplier 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 Supplier 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 Supplier may change prices in accordance with Section 3.1 of the Agreement.

**Supplier Name and Type of Change Request**

Supplier Legal Name: \_\_\_\_\_

CANOE Contract Number: \_\_\_\_\_

*Check all changes that apply:*

- |  |   |
|--|---|
| <input type="checkbox"/> Adding Goods/Services   | <input type="checkbox"/> Price Increase   |
| <input type="checkbox"/> Deleting Goods/Services | <input type="checkbox"/> 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 this 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."



**SCHEDULE "E" FUEL  
PURCHASE CONFIRMATION  
AGREEMENT  
("Confirmation Agreement")**

THIS CONFIRMATION AGREEMENT made as of the \_\_\_ day of \_\_\_, 20\_\_\_ (the "Effective Date")

AMONG:

**[SUPPLIER LEGAL NAME]**  
(the "Supplier")

- and -

**[MEMBER'S LEGAL NAME]**  
(the "Member")

WHEREAS:

- A. Canoe Procurement Group of Canada ("Canoe") is a national group purchasing organisation for its members, including [Members Name].
- B. Through a Request for Proposal CAN-2023-021 dated, August 31, 2023, Canoe entered into the Fuel Master Supply Agreement, dated effective [Click or tap to enter a date.](#), with the Supplier which may be amended from time to time (the "Master Agreement") for members of Canoe to purchase of **cardlock, retail and bulk delivery of diesel, gasoline and alternative fuels** marketed and sold by the Supplier.
- C. The Member is a member of Canoe and desires to order product from the Supplier on the terms and conditions contained in the Master Agreement and in this Confirmation Agreement.

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements herein set forth by each party hereto to the other party hereto, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto covenant and agree as follows:

1. The Supplier shall sell, and the Member shall purchase, accept delivery of and pay for, those petroleum products described in the Master Agreement on the same terms and conditions as the Master Agreement. All terms and conditions of the Master Agreement (including, for clarity, all Schedules of the Master Agreement), are hereby incorporated into this Confirmation Agreement and will apply to all orders for products placed by or on behalf of the Member.

2. This Confirmation Agreement (including all terms and conditions of the Master Agreement incorporated herein) shall form a separate and distinct contract between the Supplier and the Member.
3. The Member hereby acknowledges and agrees that:
  - a. The Supplier and Canoe may mutually amend the Master Agreement from time to time without notice of such amendment to [Member], and all such amendments to Master Agreement will constitute amendments to this Confirmation Agreement and will be binding upon the Member in respect of an ongoing and future order placed by or on behalf of Association.
  - b. In accordance with the terms of the Master Agreement, the Supplier will send to Canoe invoices for goods/services purchased by the Member and Canoe will pay such Invoice, unless the invoices are disputed. Canoe will issue an invoice to the Member who shall pay said invoice.
  - c. The Supplier may send notices or other documents in respect of this Confirmation Agreement to Canoe In accordance with the requirements for delivery of such notices or documents contained In the Master Agreement, and such notices will be deemed to be valid and received by Member.
4. This Confirmation Agreement will terminate upon termination or expiry of the Master Agreement
5. The Member hereby acknowledges and confirms that it has had an opportunity to receive and review a complete copy of the Master Agreement prior to the execution of this Confirmation Agreement.

**SUPPLIER**

**MEMBER**

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

Title:

Title:

Date:

Date:

<b>Form B - Proponent Questionnaire</b>			
<b>For Cardlock, Retail and the Bulk Delivery of Diesel, Gasoline &amp; Alternative Fuels</b>			
<b>Request for Proposal No.: CAN-2023-021</b>			
<b>PROponent NAME:</b>	4Refuel Canada LP		
<b>PREPARED BY:</b>	Aaron Kirouac		
<b>#</b>	<b>QUESTION</b>	<b>RESPONSE</b>	<b>ADDITIONAL DOCUMENT NAME</b>
<b><u>PART A Corporate Overview</u></b>		Limit additional response material for this Part to 3 pages	
	<b><u>Company Information</u></b>		
A1	Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.	Name: 4Refuel Canada LP Billing Address: 19100 94 Ave, Surrey, BC. V4N 5C3 Email: akirouac@4refuel.com Tax Identification Number: 80523 1065 Phone Number: 204-880-5553	
A2	If the Proponent is representing a consortium, each member of that consortium.	N/A	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
A3	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this RFP.	<p>Founded in 1995, 4Refuel pioneered the Mobile On-site Refuelling (MOR) industry in Canada and has built an unmatched market presence servicing over 900 cities, delivering over 3.5 million unique fuelling transactions annually. We are the largest, most trusted, and most technologically advanced on-site fuel provider in North America, serving over 6,000 clients annually. 4Refuel provides service to a range of large and small clients, ranging in size from one piece of equipment to thousands.</p> <p>What sets us apart is not just the quality of our work but also our strong focus on fostering enduring partnerships with all our valued customers. At 4Refuel, we pride ourselves on being a reliable companion throughout the entire energy transition journey. Whether you need fuel for traditional applications or seek greener alternatives, we are dedicated to supporting you at every step. 4Refuel is a company dedicated to meeting and exceeding the service expectations of our clients. We are also committed to safety with are our many exclusive safety programs and safeguards, which ensure the safety of people, equipment, and the environment.</p>	
A4	Provide a detailed description of the products and services that you are offering in your proposal.	<p>In this proposal, 4Refuel is offering delivery of bulk fuel coast to coast as well as our Fuel Management Online (FMO) program and 24/7 service and support. 4Refuel's expertise extends beyond traditional refueling. We are specialists in direct equipment refueling and serve as knowledgeable consultants, adept at guiding you through the energy transition involving Compressed Natural Gas (CNG) and Renewable Natural Gas (RNG).</p>	
A5	What is your Canadian market share for the solutions that you are proposing?	4Refuel has locations all across Canada and accounts for approximately 2.5% of all fuel distributed in the Canadian market.	



#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
A6	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.	4Refuel is best described a service provider, although we could be classified as a distributor/reseller as well.	
	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?	N/A	
	If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and b) 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?	4Refuel proudly collaborates with leading fuel suppliers nationwide. Our dedicated sales and service teams are exclusively employed by us, ensuring seamless support. Additionally, for substantial bulk deliveries, we leverage trusted third-party carriers to enhance efficiency.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
A5	<p>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.</p>	<p>Across every region of Canada, 4Refuel holds official certification as a distributor and reseller. Our team of Certified Refuelling Professionals (CRPs) possesses the certifications required to load at terminals and is extensively trained in the safe handling of all fuel types we deliver.</p>	
A6	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Bulk fuel supply &amp; delivery                      Diesel exhaust fluid supply &amp; delivery                      Mobile on-site refuelling                      Alternative fuels                      - Renewable diesel                      - Biodiesel                      - Compressed Natural Gas (CNG)                      - Renewable Natural Gas (RNG)</p>	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<b><u>Environmental, Social, and Governance Overview</u></b>		
A7	<p>The Proponent should discuss their ESG strategy and their efforts &amp; behaviours towards socially conscious long-term value and sustainability. Specifically, the Proponent should expand on pre-existing ESG initiatives and their positive outcomes, complemented with go-forward initiatives and their expected goals.</p> <p>Case studies are welcomed for this section and may be submitted in an appendix.</p>	<p>Sustainability is integral to our everyday operations, strategies, and long-term plans. We demonstrate our commitment to partnering and innovating to build and power a better world in our drive to continuously improve our sustainability performance and help our customers progress theirs. We saw our commitments in action as our teams achieved a 60% reduction in the frequency of significant incidents in 2022 compared to 2021. This was as a result of training, risk assessments, executive walkthroughs, supervisory observations, inspections, procedures, audits and many other activities that enable us to keep our employees safe. We also reinforced our support for science, technology, engineering and mathematics (STEM) education for women and girls, Indigenous youth, and disadvantaged communities, and encouraged employees to participate in mentoring and volunteerism. For our customers, we focused on helping them improve their safety, environmental and cost performance through low emission equipment, autonomous and remote control options, digital solutions and lowcarbon fuel alternatives. We are also supporting our customers by offering options to replace aging fleets with electric drive options and rebuilds of existing equipment to extend the life and improve the efficiency of their machines. We also launched our CUBIQ™ Sustainability Dashboard for mining and construction customers, which sets a baseline for a company’s environmental goals, enabling them to measure and monitor their CO2 emissions, and recommends actions to improve operational efficiency. 4Refuel, together with ComTech Energy, continued to conduct research and development of new services for our customers to support their transition to low carbon fuel alternatives to reduce greenhouse gas emissions.</p>	Sustainability at Finning (4Refuel)

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
<b>Financial Strength &amp; Legal Actions</b>			
A8	Has your business ever petitioned for bankruptcy protection? Please explain in detail.	No.	
A9	Provide all “pending or threatened legal action” information that has applied to your organization during the past ten years.	N/A	
A10	Demonstrate your financial strength and stability with meaningful data.	4Refuel demonstrates a consistent pattern of revenue growth over multiple years indicating that the business is attracting and retaining customers. 2020 Total Revenue: \$465M 2021 Total Revenue: \$624M 2022 Total Revenue: \$1,049M	
<b>Part B Experience and</b>		Limit additional response material for this Part to 3 pages	
<b>Proponent Experience</b>			
B1	Describe Proponent’s experience in providing fuels and transportation solutions to MASH sector and not-for-profit agencies. Special considerations around ‘how long’, ‘how many’, ‘sales volume’, ‘MASH market share’ are critical for this section. Also, discuss previous experience working with RMA and/or CANOE.	4Refuel has served the MASH sector since before 2015. We currently serve over 100 customers in the MASH sector with a total volume of over 20 million litres since 2018. (Over 6 million litres in 2021.)	
<b>Personnel</b>			

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
B2	<p>The Proponent should submit information related to the qualifications and experience of personnel who will form the Proponent’s core team that will act as the designated representatives for CANOE, which may include resumes, documentation of accreditation, and/or letters of reference.</p> <p>See Section 2.16.3 (Personal Information) before submitting any such personal information.</p>	<p>CANOE will benefit from a dedicated National Director with over 10 years experience in the fuel industry overseeing the entirety of the account, alongside regional Sales Representatives, and Operations Teams strategically positioned across all regions and available with 24/7 support and service.</p>	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<b>Industry Recognition &amp; Marketplace Success</b>		
B3	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.	<p><u>City of St. Albert, AB:</u> Scope: Bulk tank refuelling Volume: 2020 - 603,837L (\$466,077), 2021 - 1,353,273L (\$1,391,424), 2022 - 1,685,611L (\$2,489,569), 2023 to present - 1,062,717 (\$1,244,256)</p> <p><u>Fortis, AB &amp; BC:</u> Scope: Direct to equipment Volume: 2020 - 345,567 (\$400,960), 2021 - 322,925L (\$446,330), 2022 - 201,534L (\$374,441), 2023 to present 134,751 (\$216,773)</p> <p><u>BC Hydro, BC:</u> Scope: Direct to equipment Volume: 2020 - 721,833L (\$849,212), 2021 - 642,082L (\$948,647), 2022 - 810,669L (\$1,681,487), 2023 to present 596,733L (\$1,119,432)</p> <p><u>Toronto Hydro, ON:</u> Scope: Direct to equipment &amp; bulk tank refuelling Volume: 2020 - 385,823L (\$349,240), 2021 - 250,598L (\$279,337), 2022 - 218,136L (\$351,100), 2023 to present - 129,867L (\$183,205)</p> <p><u>Region of York, ON:</u> Scope: Bulk tank refuelling Volume: 2020 - 657,744L (\$514,832), 2021 - 851,681L (\$844,236), 2022 - 997,091L (\$1,469,993), 2023 to present - 576,281L (\$803,381)</p>	
B4	Indicate separately what percentages of your sales are to the government and education sectors in the past three years?	<p>Percentage of sales to the government and education sectors:</p> <ul style="list-style-type: none"> <li>- 2020: 0.66%</li> <li>- 2021: 0.85%</li> <li>- 2022: 0.47%</li> <li>- 2023: 0.45%</li> </ul>	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
B5	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?	N/A	
B6	What do you consider to be the top three market differentiators of your products/services relative to this RFP category?	4Refuel's top three market differentiators include: - Coast to coast coverage with 4Refuel owned and operated delivery assets. - 24/7 service and support. - Fuel Management Online (FMO) which allows customers to accurately track and manage every drop of fuel usage.	
B7	Describe your experience in working with Canoe Procurement Group of Canada, RMA, and represented Association's members.	To my knowledge, 4Refuel does not currently have any experience with the Canoe Procurement Group of Canada, RMA, or represented association's members.	
B8	What third-party certifications do you have for safety, quality systems, products and/or customer service?	4Refuel's parent company, Finning International is COR certified.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
B9	List any awards or industry recognition do you have received in the past five (5) years for for safety, quality systems, products and/or customer service?	<p><b>2019</b>                      Supplier of the Year-- Recognized by Coca-Cola as supplier of the Year, Business Support                      City of Repentigny-- Recognized by the City Council of the City of Repentigny for support provided during spring storm                      Shell Scotford (Edmonton)-- Awarded the Goal Zero Award for safe behaviour (May 2019)                      Awarded the Scotford Cup for Exemplary Safety Performance (September 2019)                      Texas Mutual- Recognized with a Platinum Safety Partner award by Texas Mutual Workers Compensation Insurance for dedication to employee safety, against a field of nearly 72,000 other companies</p> <p><b>2020</b>                      Top Fleet Employer                      Safety Shell Scotford Award                      Canada's Safest Employer                      Global High Performing Culture</p> <p><b>2021</b>                      Great Place to Work Certified                      2021 Canada's Safest Employer                      Top Fleet Employers                      PMTC 3M Graphic Design Award                      Aviva Fleet Safety Award-Finalist</p> <p><b>2022</b>                      Great Place to Work                      Best Workplaces for Inclusion by Great Place to Work                      Top Fleet Employer 2022- Trucking HR &amp; Private Carrier                      Shell Scotford Cup-Safety Winner                      Canada's Safest Employer Excellence Award</p>	



#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<b>References</b>		
B10	Three (3) public sector references should be provided and will account for 30 of the available points.	BC Hydro: [REDACTED] Toronto Hydro: - [REDACTED] Region of York: - [REDACTED] City of St. Albert Transit: - [REDACTED]	
<b>PART C GOODS/SERVICES</b>		Limit additional response material for this Part to 10 pages	
	<b>Technical Requirements</b>		
C1	The Proponent's ability to provide electronic billing compatible with the CANOE accounting system for Member purchases. Additionally, the Proponent must confirm its capability to provide sales reporting that can be segregated regionally.	4Refuel will be able to provide billing that is compatible with the CANOE accounting system. 4Refuel's Fuel Management Online (FMO) program has the ability to generate reports on cost and consumption for particular projects, specific time periods, heavy-equipment groups, fleets, or even individual vehicles to ensure optimal performance.	Fuel Management Online (FMO)

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
C2	<p>Explain the process and systems used to manage and administer Cardlock and Fleet cards to Members.</p> <p>Please include and supplementary cardholder agreements that you propose to implement as a schedule to your proposal.</p>	N/A - 4Refuel is not bidding on cardlock or fleet cards.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<b><u>Proponent’s Ability to Sell and Deliver Service Nationwide</u></b>		
C3	<p>Describe your company’s capability to meet the CANOE Member needs across Canada or for each geographical area that the Proponent wishes to do business in. Your response should address at least the following areas.</p> <p>a. Sales force.</p> <p>b. Dealer Network or distribution methods.</p> <p>c. Service personnel/teams.</p> <p>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.</p>	<p>4Refuel has locations all across Canada and services 900 cities. Each region has sales representatives as well as an operations team that is available with 24/7 support and service.</p> <p>4Refuel Locations: Langley, Surrey, Kamloops, Kelowna, Fort St John, Calgary, Edmonton, Fort McMurray, Grande Prairie, Regina, Saskatoon, Winnipeg, Barrie, Cornwall, Whitby, Mississauga, Kingston, Hamilton, London, Ottawa, Montreal, Quebec City, Moncton, Dartmouth</p>	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
C4	<p><b>Pricing Methodology (distribution/haulage):</b> Canoe recognizes the diverse needs for the delivery of fuel to members across Canada. It is Canoe's expectation that haulage rates and haulers will need to be assigned by the successful Proponents, or requested by Members as part of their adoption of this program. Because a significant cost associated with buying fuel is the cost of distribution and haulage, Proponents should provide their methodology for competitively pricing haulage to a Member location.</p> <p>This may include milk runs to a mix of several Members and/or other customers in a close vicinity, to remote rural location delivery. Member facility infrastructure could range in size from single small capacity tanks to large, highly secure transit depots.</p> <p>Indicate the average delivery leads times for and how the proponent</p>	<p>4Refuel utilizes a formula that estimates delivery cost based on estimated delivery time, paired with a fixed hourly rate. We've also provided an Excel file featuring a comprehensive table indicating delivery costs per liter for various delivery volumes for locations within an 80 km radius from the designated pick-up terminal. Furthermore, we've incorporated an interactive calculator to estimate delivery costs per liter for destinations beyond the 80 km range.</p> <p>In times of unexpected fuel shortage, our emergency service stands ready to assist. We recognize that despite meticulous planning, fuel requirements can shift abruptly, and we're here to provide swift aid. Our responsive team is equipped to address urgent fuel needs promptly. Please note that for same-day deliveries, a service charge of \$130.00 is applied. Your peace of mind is our priority.</p>	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
C5	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.	4Refuel has the ability to deliver fuel and alternative energy products 24/7/365 directly to your vehicles or equipment safely wherever and whenever you need it. After the account has been set up, a single call to our toll-free line or a convenient online form submission connects customers with our Client Services team. This dedicated team will handle all necessary inquiries to efficiently schedule your fuel delivery.	
C6	Identify any geographic areas in Canada that you will <u>NOT</u> 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?	4Refuel is not able to fully serve any remote location that cannot be reached by on-road vehicles from the pick up terminal.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
C7	<p>Our members are responsible the safe and effective execution of services needed by Canadians each day, from clearing roads of snow and ice, ambulatory, fire and policing services to utility infrastructure maintenance. Fuels are commodities which are vital to the continuity of municipal operations. Proponents should explain how they can, do or are willing to prioritize/promote fuel supply chain resiliency for our Members.</p>	<p>4Refuel is committed to prioritizing your members' fuel supply chain resiliency. Here's how:</p> <ul style="list-style-type: none"> <li>- Diverse Supply: We maintain diverse fuel sources to mitigate risks.</li> <li>- Inventory Management: Our system ensures optimal stock levels for uninterrupted supply.</li> <li>- Strategic Distribution: Distribution centers in key regions ensure timely deliveries.</li> <li>- Emergency Response: Robust plans address unforeseen disruptions swiftly.</li> <li>- Market Monitoring: Constant analysis informs adaptive strategies.</li> <li>- Technology Solutions: Tech-driven operations ensure efficient deliveries.</li> <li>- Partnership Approach: Collaborating with you tailors our strategies.</li> <li>- Transparent Updates: Communication keeps you informed at all times.</li> <li>- Infrastructure Investment: Continuous investment in infrastructure ensures reliability.</li> <li>- Customized Plans: Tailored solutions match your unique operational needs.</li> </ul>	
C8	<p>Do you offer rental programs? Please explain the process from ordering, installing and returning rentals.</p>	<p>Yes, 4Refuel offers tank rental services, complete with the necessary equipment. To initiate this process, we kindly request information such as the tank size, location, duration, and related specifications. Once we have these details, we can promptly provide you with a comprehensive quote covering the tank, equipment, as well as mobilization and demobilization costs.</p>	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
<b>Part D Approach &amp;</b>		Limit additional response material for this Part to 10 pages	
	<b><u>Approach</u></b>		
D1	Describe the critical success factors, risks, and strategic opportunities for this project.	Achieving success rests upon the foundation of seamless communication. Ensuring 4Refuel is equipped with essential details becomes pivotal for executing deliveries precisely aligned with customer preferences.	
D2	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract.	Once the contract is awarded, 4Refuel initiates by notifying pertinent regional operations teams about the new account setup. Simultaneously, we kindly request CANOE to engage their members, sharing the contact details of our dedicated point person for tailored account setup inquiries. As accounts are established, the oversight of the national sales director ensures regular quarterly reviews. Additionally, the regional operations teams maintain seamless communication with the sales director to swiftly address any emerging issues.	
	<b><u>Marketing Plan</u></b>		
D3	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 CANOE pricing and other contract detail to your sales force provincially.	As this project aligns seamlessly with our expertise, no supplementary training is needed. Rest assured, our adept operations teams will be briefed upon the setup of accounts for each of your members, ensuring comprehensive awareness across the board.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
D4	Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.	Our overarching marketing strategy centers on guiding individuals towards our website. By strategically aligning our messaging across various channels, we aim to create a seamless pathway for potential customers to explore our digital platform. This approach ensures that they access comprehensive information, interactive tools, and valuable resources that empower them to make informed decisions about our products and services. Through this strategic focus, we enhance engagement, foster brand affinity, and drive conversions by providing a robust online experience. Visit our website here: <a href="http://www.4refuel.com">www.4refuel.com</a>	
D5	Describe your commitment to attending and/or sponsoring member engagement events (e.g., trade shows, conventions, golf tournaments, etc.)	At 4Refuel, we wholeheartedly embrace the value of participating in and sponsoring engagement events. We actively seek out opportunities to take part in events such as trade shows, conventions, golf tournaments, and more. Your invitation is our chance to contribute and connect.	
D6	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At the core of 4Refuel's exceptional marketing success is a dedicated team that adeptly orchestrates every facet of our marketing initiatives. This team seamlessly navigates through strategic planning, creative content creation, data analysis, digital campaigns, and engagement activities. Their proficiency transforms concepts into impactful campaigns that resonate with our audience, ensuring our brand's resonance and driving business growth.	
D7	How will you integrate a CANOE awarded contract into your sales process?	4Refuel will provide CANOE members with a dedicated point of contact for account setup. Once they reach out and provide necessary information, the remaining steps will seamlessly follow our standard account setup process.	
D8	Are your products or services available through an e-procurement ordering process?	4Refuel has just launched an e-procurement ordering system. This system will allow customers to order fuel directly from a mobile device, track the status of deliveries in real time, and review recently completed deliveries and transaction details.	



#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<b><u>Value-Added Attributes</u></b>		
D9	Describe any product, equipment, maintenance, training programs that you offer to CANOE Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.	4Refuel provides optional training for our Fuel Management Online (FMO) program to all our customers free of charge.	Fuel Management Online (FMO)
D10	Describe any technological advances that your proposed products or services offer.	With our Fuel Management Online (FMO) program, you have access to an extensive range of metrics related to your fuel and alternative energy economy. By empowering you with the most comprehensive data, you can easily make decisions that lead to cost reductions and improved productivity. With our MFO (Mobile Fuel Ordering) mobile app, you can efficiently monitor your daily fueling operations while facilitating quick and easy fuel orders from the field.	
D11	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.	As a wholly owned subsidiary of Finning International, we are working towards our public GHG reduction target of 40% by 2027 (2017 baseline). 4Refuel has a robust plan in place to achieve our portion of this target, that includes the use of renewable diesel (HDRD) in its fleet, where available, and transitioning our diesel delivery fleet to CNG vehicles, that will eventually be powered by RNG. Additionally, all our trucks across Canada and the US, are equipped with Lytx cameras (forward and reverse facing). The cameras provide powerful insights into driver behaviour, including hard acceleration/braking activities as well as excessive idling. These factors all contribute to increased fuel consumption/GHG emissions. Based on the data provided by the Lytx cameras we are able to build programs to further target GHG reduction through improved driver behaviour.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
D12	What unique attributes does your company, your products, or your services offer to CANOE? What makes your proposed solutions unique in your industry as it applies to CANOE Members?	4Refuel offers delivery of bulk fuel coast to coast as well as our Fuel Management Online (FMO) program and 24/7 service and support. 4Refuel's expertise extends beyond traditional refueling. We are specialists in direct equipment refueling and serve as knowledgeable consultants, adept at guiding you through the energy transition involving Compressed Natural Gas (CNG) and Renewable Natural Gas (RNG).	
<b>Part E Payment Terms,</b>		Limit additional response material for this Part to 4 pages	
<b>Payment Terms and Financing Options</b>			
E1	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 15, but can be discussed if other payment terms are required.	
E2	Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to CANOE. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the CANOE Members' purchase orders.	After the account has been set up, a single call to our toll-free line or a convenient online form submission connects customers with our Client Services team. This dedicated team will handle all necessary inquiries to efficiently schedule your fuel delivery. Subsequently, 4Refuel will carry out the fuel delivery, followed by invoicing. Leveraging 4Refuel's Fuel Management Online, an extensive array of reports becomes accessible, to name a few quarterly, daily, and monthly summaries. These reports can also be configured for automatic delivery to you as needed.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<b><u>Warranty, Risk Mitigation &amp; Service Excellence</u></b>		
E3	Describe in detail your manufacturer warranty program, guarantees, and /or emergency response support as it pertains to products and services proposed under this RFP. Include details relating to how a member qualifies for service, 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:	Our products do not come with warranties as they are fuel-based, and warranties typically apply to mechanical or electronic components, not consumable fuels.	
E4	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.	In the event of a fuel-related concern, 4Refuel will conduct a thorough investigation to establish its origin. If it is determined that the issue is indeed fuel-related, 4Refuel will take responsibility for covering any resulting damages.	
	<ul style="list-style-type: none"> <li>Do your warranties cover all products, parts, and labor?</li> </ul>	See above answer to E4.	
	<ul style="list-style-type: none"> <li>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</li> </ul>	See above answer to E4.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<ul style="list-style-type: none"> <li>Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?</li> </ul>	<p>See above answer to E4.</p>	
	<ul style="list-style-type: none"> <li>What protocols and procedures do you have in place, that exceed legislated requirements, to assist Members with the management, containment and clean up of spills or other disasters as it relates to the transportation and storage of fuels?</li> </ul>	<p>In the event of a spill 4Refuel follows the guidelines defined in the "8 Steps of an Emergency Response"</p> <ul style="list-style-type: none"> <li>Protect yourself, do not put yourself at risk in the assessment or cleanup.</li> <li>Disengage the PTO and close all internal &amp; external valves. If this does not control therelease you may need to make use of the Plug and Dike in the spill kit.</li> <li>Stop the flow of fuel.</li> <li>Contain the spill.</li> <li>Redirect away from a waterway, water course, sewer or drainage system.</li> <li>Determine that there are no sources of ignition nearby, if an ignition source is evidentexecute the steps possible to eliminate the source.                             <ul style="list-style-type: none"> <li>oE.g. Turn off electrical sources, using switches or unplugging devices, turn off heaters, turn off gas lines for pilots, ask workers to suspend work and eliminate allignition sources.</li> </ul> </li> <li>Determine wind direction and look for ignition sources downwind, follow the stepsdefined above if there are ignition sources.</li> <li>Report to the supervisor, manager and/or emergency response services where required.</li> <li>Clean up the spill.</li> <li>Dispose of the waste in accordance with the SC007 - Environment – General Waste Management Policy.</li> </ul>	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	<ul style="list-style-type: none"> <li>Are there any geographic regions in Canada for which you cannot provide a certified technician to perform warranty repairs? How will CANOE Members' and represented Association Members in these regions be provided service for warranty repair?</li> </ul>	N/A	
	<ul style="list-style-type: none"> <li>What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?</li> </ul>	See above answer to E4.	
E5	Describe any service contract options for the items included in your proposal.	While we don't provide service contract options directly, our extensive network allows us to assist you in connecting with reliable contractors for your specific service needs.	
	<b>Pricing, Contract Compliance, and Audits</b>		
E6	The pricing offered in this proposal is		
	(Y/N) - the same as the Proponent typically offers to an individual municipality, university, or school district.	N	
	(Y/N) - the same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	N	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
	(Y/N) - better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	Y	
E7	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.	Although 4refuel boasts an expansive fleet across Canada with our own delivery units, we are also able to coordinate 3rd party sourced products, including but not limited to DEF (Diesel Exhaust Fluid), fuel tanks, tank monitors, propane, fuel cards. These products and services are either offered at cost or cost plus depending on the scope of work. 4Refuel will be transparent regarding where the 3rd party products and services are being sourced, and the mark-up % that is applied before executing on the request.	
E8	Identify any total cost of acquisition costs that are <u>NOT</u> 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.	All fuel delivery costs are provided on the <i>fuel delivery cost calculator</i> . If Canoe requires a product or service that has not been provided, then it will be quoted on a case by case basis. For example: If fuel tanks are required for a partular job/site, 4Refuel would provide Canoe procurement with the options of renting or buying the tanks. Depending on the volume/lenght of use, the cost of the tanks can either be billed separately or included in the price per litre.	

#	QUESTION	RESPONSE	ADDITIONAL DOCUMENT NAME
E9	<p>Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with CANOE. This process includes ensuring that CANOE Members obtain the proper pricing, that the Supplier reports all sales under the Contract.</p>	<p>As part of our new account setup process, our National Sales Director will conduct a thorough review to ensure that all pricing is precise and aligns seamlessly with our delivery cost calculator.</p>	
E10	<p>Does the Proponent or its distributors require Members to enter into an adoption agreement for the delivery of products or other requirements setout in this RFP? If so, please include a <b>copy of the agreement*</b> with submission, and indicate how the Proponent will ensure that the adoption agreement will not conflict with the agreement between Canoe and the successful proponent.</p> <p>*not included in page count requirements for this Part.</p>	<p>If 4Refuel is awarded all or a portion of the RFP, Canoe will be required to complete our standard credit application. 4Refuel has extensive experience with large scale service agreements/contracts. We perform a legal review of the agreement to ensure there is no conflict.</p>	<p>4Refuel Credit Application</p>