

**PROGRAM AGREEMENT**

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

Supplier Legal Name: Imperial Dade Canada Inc.

Supplier Corporate Jurisdiction: 125 Madill Boulevard, Mississauga, ON, L5W0H1  
(the "**Supplier**"), as of

Date of Agreement: September 24, 2024 regarding

RFP No. CAN-2024-007

RFP Title Janitorial and related supplies  
(the "**RFP**").

**BACKGROUND**

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

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

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Term**

This Agreement comes into effect on the Effective Date and shall continue in force for **until July 31, 2027**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of **2 years** by mutual agreement of both Parties.

## **1.3 Rules of Interpretation**

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

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

## **1.4 Schedules**

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

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

## **1.5 Order of Priority**

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

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

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

## **ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT**

### **2.1 Program Details**

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

### **2.2 Responsibilities of the Supplier**

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.
- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedules A, B and C.
- (c) The Supplier will execute the engagement plan set out in Schedules A and B and will refine that plan over the course of the Term, and as reasonably requested by Canoe.

- (d) The Supplier acknowledges that Articles 1-11, Schedules A and B will be posted on [www.canoeprocurement.ca](http://www.canoeprocurement.ca).
- (e) The Supplier will provide prompt cooperation to Canoe and its representatives to ensure that the Program is effective and responsive to Members.
- (f) The Supplier will manage the transition of Members into the Program, and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (g) During the Term, the Supplier will continually provide Members with the Program Pricing for all Goods/Services.
- (h) The Supplier will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (i) The Supplier will inform Canoe of important developments within the industry that affect the Program or the Goods/Services.
- (j) The Supplier will maintain the insurance required under Section 11.3 at all times during the Term.
- (k) The Supplier will provide the insurance documents, sales report and pay the administrative fee as required by Canoe on time.

### **2.3 Responsibilities of Canoe**

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

### **2.4 Program Leads**

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

### **2.5 No Guaranteed Volumes**

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

## **2.6 Exclusivity**

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

## **2.7 Conflict of Interest**

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

# **ARTICLE 3 FINANCIAL MATTERS**

## **3.1 Maximum Pricing**

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

## **3.2 Administrative Fees**

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

## **3.3 Supplier Expenses**

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

## **3.4 Billings and Payment**

- (a) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through the Supplier.
- (b) All invoices must include:
  - (i) a 'Bill To' section to the Member address;
  - (ii) a 'Ship To' section that includes the Member name, address, and Canoe Member number;

- (iii) Canoe contract number; and
- (iv) for each type of Goods/Services purchased by the Member:
  - (A) detailed description of what was purchased;
  - (B) quantities, unit price, discount rate(s), and extended price (these prices shall include any Administrative Fee based on Schedule B); and
  - (C) GST, PST, and/or HST number (stated separately).
- (c) Invoices should not include:
  - (i) any statement of an Administrative Fee or commission;
  - (ii) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (d) To the extent Canoe or any Member requests reasonable supporting documentation regarding invoiced amounts, the Supplier shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Supplier's receipt of that request and the delivery of the relevant supporting documentation to Canoe.
- (e) The Supplier shall ensure that any person ordering on behalf of a Member provides the Supplier with the Member's Canoe member number for electronic entry on the invoice.
- (f) The Supplier may, at its option, impose finance, service and/or late charges on any past due invoice equal to the lesser of 1.75% compounded monthly (23.144% per annum) or the maximum rate allowed by law.

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

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15<sup>th</sup>) of each month. If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to [accounting@canoeprocurement.ca](mailto:accounting@canoeprocurement.ca) in xls format.
- (c) All reports must include:
  - (i) Member name, number and address, province
  - (ii) Canoe contract number
  - (iii) Purchase order number
  - (iv) Transaction/PO date
  - (v) Accounting date



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

## **ARTICLE 4 TRADE-MARKS**

### **4.1 Trade-mark License and Branding**

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

- (a) it is the sole owner of all right, title, and interest in and to its Trade-marks;
- (b) any use of the other Party's Trade-marks enures solely to the benefit of that Party and neither Party acquires any rights in the other Party's Trade-marks as a result of such use;

- (c) it shall maintain and exercise control over the character and quality of the use of its Trade-marks as used in association with the Program; and
- (d) whenever it uses the other Party's Trade-marks in accordance with this Agreement, it shall (i) use such Trade-marks strictly in accordance with that other Party's standards of quality and specifications for appearance and style as may be supplied by that Party from time to time; (ii) use such Trade-marks only in the manner and form approved by that Party; (iii) clearly identify the use of the Trade-marks as a licenced use and identify the other Party as the owner of the Trade-marks, in any manner specified by the other Party from time to time; and (iv) not alter, modify, dilute or otherwise misuse the Trade-marks.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations by Each Party**

Each Party represents and warrants to the other that:

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

### **5.2 Representations by the Supplier**

The Supplier represents and warrants that:

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

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

## **ARTICLE 6 CONFIDENTIAL INFORMATION**

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

The Receiving Party agrees not to:

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

### **6.2 Protection**

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

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

### **6.3 Mandatory Disclosure**

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

#### **6.4 Notice of Unauthorized Use or Disclosure**

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

#### **6.5 No Proprietary Right**

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

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

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

#### **6.7 Freedom of Information Laws**

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

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

## ARTICLE 7 INDEMNITY AND LIABILITY

### 7.1 Liability for Representatives

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

### 7.2 Indemnity

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

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

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

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

- (c) Notwithstanding anything to the contrary under Article 7 or elsewhere in the Agreement, either party's total liability for any claim of any kind, including negligence, with respect to the goods or services delivered hereunder, shall be the greater of purchase price of the goods or services or part thereof that gives rise to the claim or proceeds of insurance.

### **7.3 Limitation of Liability**

In no event shall either party, its affiliates or any of their respective directors, officers, employees, agents, or subcontractors, be liable to the other party for any claim for punitive, exemplary, aggravated, indirect, consequential or special damages in connection with this agreement, including without limitation damages for loss of profits or revenue, or failure to realize expected savings, howsoever derived. The foregoing shall not supersede the terms of any purchase agreement which provide otherwise.

### **7.4 Equitable Relief**

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

## **ARTICLE 8 CHANGES AND TERMINATION**

### **8.1 Product and Pricing Change Requests**

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

### **8.2 Reduction in Scope**

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

### **8.3 Termination by Either Party**

A Party may, without liability, cost or penalty, terminate the Agreement on written notice to the other where such other Party fails to perform or observe any material term or obligation of the Agreement and

such failure has not been cured within fifteen (15) days of written notice of such failure being provided to that Party.

#### **8.4 Termination by Canoe**

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

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

#### **8.5 Termination by the Supplier**

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

#### **8.6 Orderly Termination**

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

### **8.7 No Limitation of Remedies**

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

### **8.8 Survival**

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

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

## **ARTICLE 9 FORCE MAJEURE**

### **9.1 General**

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

### **9.2 Notice and Performance**

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

### **9.3 Right to Terminate**

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

## **ARTICLE 10 DISPUTE RESOLUTION**

### **10.1 General**

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



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

- (b) This Article 10 shall not:
- (i) apply to claims by third parties; or
  - (ii) prevent either Party from seeking an injunction or other equitable relief pursuant to Section 7.4.

## **10.2 Election**

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

## **10.3 Arbitration Site and Arbitrator**

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

## **10.4 Procedure**

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

# **ARTICLE 11 GENERAL**

## **11.1 Notices**

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

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

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

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

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

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

## **11.2 Contact Information for Notices**

Any Notice to Canoe shall be addressed to:

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

Attention: Tyler Hanneman, General Manager of Canoe  
Tel: 780.955.8403  
Email: [Tyler@canoeprocurement.ca](mailto:Tyler@canoeprocurement.ca)

Any Notice to the Supplier shall be addressed to:

Imperial Dade Canada Inc.

Attention: Josie Decaria, Corporate Account Manager  
Tel: 416-220-5662  
Email: [josie.decaria@imperialdade.com](mailto:josie.decaria@imperialdade.com)

## **11.3 Insurance Obligations**

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

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

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

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

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

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

#### **11.4 Public Announcements**

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

#### **11.5 Governing Law and Forum**

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

#### **11.6 Entire Agreement**

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

#### **11.7 Amendment and Waiver**

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

**11.8 Severability**

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

**11.9 Assignment**

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

**11.10 Time of Essence**

Time shall be of the essence in this Agreement.

**11.11 Further Assurances**


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

**11.12 Counterparts**


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

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

**CANOE PROCUREMENT GROUP OF CANADA**

By:   
Tyler Hannemann (Oct 1, 2024 08:51 MDT)  
Name: Tyler Hanneman  
Title: General Manager, Canoe Procurement Group

Supplier Legal Name: **IMPERIAL DADE CANADA INC.**

By:   
Stéphane Lapointe (Oct 1, 2024 10:06 EDT)  
Name: Stéphane Lapointe  
Title: President Canada

**SCHEDULE "A"**  
**RFP PARTICULARS**

## **PART B – RFP PARTICULARS**

### **A. THE “DELIVERABLES”**

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

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

#### **1. Requested goods**

The scope of this RFP is Janitorial Supplies and Related Equipment.

#### **2. Utilization of the contract – Canoe members**

Canoe members may choose but are not obligated to order the goods during the term of the agreement. There is no minimum guarantee of usage.

Canoe is seeking proposals for Janitorial Supplies and Equipment ideally to include a digital catalog system permitting Members to make web-based purchases, and receive delivery of:

- a. Cleaning supplies and chemicals, including, general purpose cleaners, restroom cleaners, disinfectants, institutional products, and floor care products;
- b. Janitorial equipment, including scrubbers, floor machines, vacuums, rider sweepers, steam cleaners, sanitizing and electrostatic sprayers, disinfectant foggers, UV disinfection lights, supplies and accessories;
- c. Consumable items, including facial tissue, toilet tissue, dispensers, towels, liquid soap, foam soap, hand sanitizer, and antibacterial wash;
- d. Facility and sanitary maintenance products, including brooms, mops, brushes, trash receptacles, and liners;
- e. Breakroom supplies, including paper or tissue products and cleaners;
- f. Safety supplies, including gloves, masks, goggles, face shields, disposable aprons, and signage;
- g. Purchase and rental of janitorial related equipment; and,
- h. Customer support, training or assessment services related to the purchase of the supplies, products or equipment offered.

## **Delivery and Logistics**

When warranted, delivery arrangements, cadence will be determined at the member level. Each member organization will have its own unique requirements and preferences regarding delivery schedules, shipping methods, and logistics.

### **3. Requirements**

Proponents should provide a compelling proposal that will easily and clearly show overall best value based on the scope represented in this RFP. Best value will include but not be limited to addressing the following in your RFP submission:

- Competitive pricing across the span of services offered beyond a defined service offering;
- Our Members ask; how fast, how much, how can I access the services, how can I set up my own review, does it matter where I'm located, how easy is it to access the services, how does this support the local economy and is this trade agreement compliant, can my entity benefit by using this contract, is there someone that can answer my questions, do you care about me as a customer, what is the level of service I can expect, how will this impact my entity's operations and bottom line effectively?

To support an industry leading value-based solution, Canoe is requesting that all interested proponents provide a thorough and comprehensive description of their ability to deliver on the Deliverables when answering the questions in the Procurement Portal.

## **B. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form and Specification Questionnaires**

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

Proponents must input their answers directly to the Specification Questionnaires into the Procurement Portal.

Proposals submitted in another manner than into the procurement portal will not be reviewed and deemed non-compliant.

### **2. Pricing**

Each proposal must include pricing information that complies with the instructions set out in the Procurement Portal.

## **C. MANDATORY TECHNICAL REQUIREMENTS**

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

## **D. PRE-CONDITIONS OF AWARD**

- Submission of proof of insurance

**SCHEDULE "B"**

**SUPPLIER RESPONSE TO THE RFP**



# CAN 2024-007 - Janitorial Supplies and Related Equipment

Opening Date: April 30, 2024 3:22 PM

Closing Date: June 6, 2024 3:00 PM

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## Vendor Details

Company Name: Imperial Dade Canada Inc  
125 Madill Boulevard  
Address: Mississauga, ON L5W 1Y6  
Contact: Batul Zaveri  
Email: Proposals@imperialdade.com  
Phone: 647-564-7860  
HST#:

## Submission Details

Created On: Wednesday May 01, 2024 08:18:38  
Submitted On: Tuesday June 04, 2024 11:48:17  
Submitted By: Batul Zaveri  
Email: Proposals@imperialdade.com  
Transaction #: 82e3b85f-6903-4f5c-8813-9dbfb978738b  
Submitter's IP Address: 66.207.210.53

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

**Corporate Profile**

Line Item	Question	Response *
1	Proponent Legal Name (and applicable d/b/a if any):	Imperial Dade Canada Inc.
2	Proponent Address:	125 Madill Boulevard Mississauga, ON, L5W0H1
3	Proponent website address:	https://imperialdade.com
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	David Springman, Vice President david.springman@imperialdade.com Phone: 905-795-7535 Address: 125 Madill Boulevard Mississauga, ON, L5W0H1
5	Proponent's primary contact for this proposal (name title address email address & phone):	Josie Decaria, Corporate Account Manager josie.decaria@imperialdade.com Phone: 416-220-5662 Address: 125 Madill Boulevard Mississauga, ON, L5W0H1
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Batul Zaveri, Proposals Coordinator batul.zaveri@imperialdade.com Phone: 647-564-7860 125 Madill Boulevard Mississauga, ON, L5W0H1
7	Proponent GST registration number:	874574155
8	If the Proponent is representing a consortium, each member of that consortium.	N/A
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	<p>Imperial Dade (US) acquired Veritiv Canada, Inc. on May 2nd, 2022. Imperial Dade U.S. was founded in 1935. Imperial Dade U.S. is the largest independent distributor of janitorial supplies, sanitation, foodservice packaging, chemicals, paper and equipment in the United States, Puerto Rico, the Caribbean and Canada.</p> <p>Imperial Dade Canada is a full-service provider of janitorial supplies, sanitation, foodservice packaging, chemicals, paper, equipment and services. With 23 distribution centres located in major cities across the country and approximately 2.1 million square feet of warehouse space, we provide next day delivery to 95% of the Canadian population.</p> <p>We also offer a wide selection of national brand products that are environmentally friendly, Ecologo and Green Seal certified. We have our own private label brand for towels, tissue, garbage bags and foodservice disposables.</p> <p>Our employees have extensive knowledge and use the industry's best practices to strategically support our customers. Our customers can purchase the products that they require from a single source that are delivered on one truck.</p> <p>Imperial Dade Canada has extensive experience in working with the government sector in Canada. We currently provide various paper products, disposable food service, chemicals, janitorial and sanitation items to the government sector. These contracts include hundreds of items for hundreds of ship-to locations. We work with several government agencies in Canada such as hospitals, school boards, universities, colleges, municipalities, parks, etc.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	N/A

**Bill S-211 declaration**

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

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

**Geographical coverage for offering**

Line Item	Province/Territory	Do you currently offer goods in this area? *	Is this area included in your offering for this RFP *	Comments
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have 2 regional distribution centres in Alberta in Calgary and Edmonton located at:  11716 - 186 Street N.W. Edmonton, AB, T5S 0C4  6040 - 11 Street N.E. Calgary, AB, T2E 9B1
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	BC locations will be served from our location warehouse in Vancouver: 1425 Derwent Way Annacis Island, New Westminster, BC, V3M 6N3
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	NB locations will be served from our local distribution centre in Moncton located at: 675 St. George Blvd. Moncton, NB, E1E 2C2
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manitoba will be served from our local distribution centre in Winnipeg: 160 Omands Creek Blvd. Winnipeg, MB, R2R 1V7
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	NLL locations will be served from our distribution centre in Mount Pearl:  60 Clyde Avenue Mount Pearl, NL, A1N 4S1
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	The NW Territories will be served from our Winnipeg, MB distribution centres located at: 160 Omands Creek Blvd. Winnipeg, MB, R2R 1V7
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Nova Scotia locations will be served from our local distribution centre in Moncton located at: 675 St. George Blvd. Moncton, NB, E1E 2C2
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Nunavut will be served from our warehouse in QC located at: 1750 Newton Quebec City, QC, G1P 4J4  4300 Rue Hickmore, St-Laurent, Quebec, H4T 1K2
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ontario will be served from our local warehouses located at: 125 Madill Blvd. Mississauga, ON, L5W 0H1  238 Corduroy Road, Unit 1, Vars, ON, K0A 3H0
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	PEI will be served from our local distribution centre in Moncton located at: 675 St. George Blvd. Moncton, NB, E1E 2C2
11	Québec	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In QC we have two distribution centres located at: 1750 Newton Quebec City, QC, G1P 4J4  4300 Rue Hickmore, St-Laurent, Quebec, H4T 1K2
12	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	In SK, we have 2 distribution centres located at: 480 Hoffer Drive Regina, SK, S4N 7A1  858 57th Street East Saskatoon, SK, S7K 5Z1
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yukon will be served from our distribution centre in Edmonton.

**Experience and program offering**

Line Item	Question	Response *
1	Provide a high level description of the goods that you are offering in your proposal. Provide information on the quality standards and certifications of your goods. You can attach a more detailed list in the procurement portal.	Imperial Dade Canada carries an extensive selection of janitorial, sanitation, chemicals, foodservice, paper, cleaning products and equipment from various manufacturers. We deal with the world's top manufacturers and carry national brands for superior performance, reliability, sustainability and innovation. Our inventory breadth of products provides our customers with a wide selection of products that are environmentally friendly, Ecologo and Green Seal certified to choose from in all categories. Our relationships with the world's top suppliers keep our warehouses stocked with quality options in all categories. We make the necessary investments to ensure that our customers have selection and availability.
2	Provide a high level description of equipment rental program you offer if applicable.	N/A
3	What is your Canadian public sector market share for the solutions that you are proposing?	The national market for janitorial and cleaning supplies is approximately \$2 billion. Traditional janitorial distributors represent 51% of the market, which Imperial Dade is a part of.
4	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	1. Imperial Dade has a supplier network of over 2000 suppliers in North America and we stock over 60,000 products. Our inventory breadth of products provides our customers with a wide selection of products that are environmentally friendly, Ecologo and Green Seal certified to choose from in all categories. Our relationships with the world's top suppliers keep our warehouses stocked with quality options in all categories. In Canada, we deal with approximately 1,800 suppliers and have over 50,000 items.  2. Imperial Dade has 23 strategically located distribution centres across Canada with hub and spoke capabilities. Our buying power and sophisticated procurement system ensures we have the products our customers need on hand at exactly the time required.  3. Providing customers with a dedicated support team also differentiates us from other distributors. Customers benefit from focused attention from our experts who have experience in handling the largest, most complex accounts.
5	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?	We are distributors and have our own distribution centres and a fleet of 170 trucks. We do not have a dealer network.
6	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.	Imperial Dade Canada is FSC, SFI and PEFC certified. We are also GS1 certified, Licensed with CFIA and MDEL licensed (MDEL is the medical device license).
7	Within this RFP category there may be subcategories of products. List subcategory titles that best describe your products and services.	Please find attached an excel file named: Imperial Dade Product Categories outlining the product categories that we carry.
8	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	Imperial Dade has extensive experience working with several GPOs nationally. These GPOs include contracts with hundreds of items for hundreds of ship-to locations. Due to non-disclosure agreements with our customers, we cannot share a list of all GPOs that we work with.

**Sales and distribution network**

Line Item	Question	Response *
1	<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. b. Dealer Network or distribution methods. c. Service personnel/teams.</p> <p>Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales and service functions.</p>	<p>Imperial Dade Canada has 23 strategically located warehouses across the country, providing next day delivery to 95% of the Canadian population. Imperial Dade Canada can service Canoe member accounts located anywhere within Canada, using our own fleet, or designated common carrier. We can provide services to all provinces indicated in the RFP document.</p> <p>Our fleet of almost 170 Imperial Dade trucks and common carriers provide delivery to in-town, out of town, remote and extreme remote locations from our distribution centres. Today, utilizing our partnership with our common carrier we currently deliver to locations in Yellowknife, Whitehorse, Fort McMurray, Dubreuilville, to name a few.</p> <p>Location of the 12 of our largest distribution centres in the country are:</p> <ol style="list-style-type: none"> <li>1. Canadian Head Office 125 Madill Blvd. Mississauga, ON, L5W 0H1</li> <li>2. Calgary, AB 6040 - 11 Street N.E. Calgary, AB, T2E 9B1</li> <li>3. Edmonton, AB 11716 - 186 Street N.W. Edmonton, AB, T5S 0C4</li> <li>4. Vancouver, BC 1425 Denwent Way Annacis Island, New Westminster, BC, V3M 6N3</li> <li>5. Winnipeg, MB 160 Omands Creek Blvd. Winnipeg, MB, R2R 1V7</li> <li>6. Saskatoon, SK 858 57th Street East Saskatoon, SK, S7K 5Z1</li> <li>7. Regina, SK 480 Hoffer Drive Regina, SK, S4N 7A1</li> <li>8. Ottawa, ON 238 Corduroy Road, Unit 1, Vars, ON, K0A 3H0</li> <li>9. St-Laurent, QC 4300 Rue Hickmore, St-Laurent, Quebec, H4T 1K2</li> <li>10. Quebec City 1790 Rue Newton Quebec, QC, G1P 4J4</li> <li>11. Moncton, NB 675 St. George Blvd. Moncton, NB, E1E 2C2</li> <li>12. St. John's, NL 60 Clyde Avenue Mount Pearl, NL, A1N 4S1</li> </ol> <p>In Canada, our corporate head office is in Mississauga, Ontario. We have over 1200 full time employees in Canada. In 2023, Imperial Dade Canada acquired six companies all of which are now operating as divisions of Imperial Dade Canada. This year, we have acquired another three companies.</p> <p>Sales Team in Canada Facility Solutions: 33 Sales Representatives/Inside Sales/Sales Managers/4 Corporate Account Managers</p> <p>Packaging: 29 Sales Representatives/Inside Sales/Sales Managers /2 Corporate Account Managers</p> <p>Print Solutions: 23 Sales Representatives/Inside Sales/Sales Managers /1 Corporate Account Manager</p> <p>Acquisition Sales Staff: 42 Sales Representatives/1 Sales Manager</p>
2	<p>If applicable, describe how your distribution partners will be leveraging the contract? If not applicable please write N/A</p>	<p>N/A</p>
3	<p>Describe your how you manage government sales. Include details on the sales and training structure and how you specifically address sales and marketing with public sector clients.</p>	<p>Imperial Dade Canada has extensive experience in working with the government sector in Canada. We currently provide various paper products, disposable food service, chemicals, janitorial and sanitation items to the government sector. These contracts include hundreds of items for hundreds of ship-to locations. We work with several government agencies in Canada such as hospitals, school boards, universities, colleges, municipalities, parks, etc.</p> <p>A local Field Sales Representative will be assigned to every member we will work with. The Field Sales Representative will be supported by the Regional Sales Manager and the Corporate Account Manager.</p> <p>Some of the duties of the Field Sales Representative are:</p> <ul style="list-style-type: none"> <li>• Ensure pricing and deliveries are as per contract.</li> <li>• Adjust stocking levels to ensure proper allocated inventories.</li> <li>• Present latest available products, solutions and innovation</li> <li>• Coordinate manufacture training if required.</li> <li>• Share up to date market information.</li> <li>• Mitigate any product shortages to limit impact to servicing Canoe members.</li> <li>• Create customized reports as requested.</li> <li>• Work with Imperial Dade Customer Service and Operations team on any issue.</li> </ul> <p>Imperial Dade Canada has a team of experts with extensive experience in the marketing field. We work with respective public GPOs on various marketing initiatives. Our marketing team has bilingual members and hence we can assist with creating promotional materials both in English and in French.</p> <p>In the past, we have worked with other GPOs on creating literature to promote our partnership with manufacturers.</p>

4	Describe in retails the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.	<p>Our Customer Service Team is part of the integrated supply chain organization and provides the support to ensure superior customer experience. Working closely with the National team and Field Sales Account Representatives, our Customer Service Representatives respond directly to any inquiry, order placement, product sample and product detail needs. Imperial Dade Canada has Customer Service Centers located across Canada as well as a Bilingual Customer Service Centre located in Montreal.</p> <p>Our Customer Service hours of operation are below:  Customer Experience Hours of Operation: 8:30 am to 5 pm local time  Ontario Region excluding Ottawa  cxsupplytoronto@imperialdade.com, telephone # 1-800-463-3490  Quebec/Maritimes and Ottawa:  cxsupplyeast@imperialdade.com, telephone # 1-800-361-7147  Western Canada:  cxsupplywest@imperialdade.com, telephone # 1-800-661-8528  After hour/emergency requests should be directed to the respective Account Managers per location.  Local Field Sales Support  A local Field Sales Representative will be assigned to every member we will work with. The Field Sales Representative will be supported by the Regional Sales Manager and the Corporate Account Manager.  Complaint/Error Resolution  Customers may contact our Customer Experience Department in case of any issues/complaints regarding invoicing or service issues. The Customer Experience personnel will work in conjunction with the appropriate Field Sales Representative to ensure the task at hand is resolved. Response times to address a customer's concerns are immediate in most cases. If the issue is not resolved within 24 hours, regular updates are provided to the customer.</p> <p>Billing issues are investigated by various key stakeholders, eg customer experience, pricing department, credit, warehouse, inventory management, etc... Billing issues are typically resolved within 24 hours; credit notes are generated within 1 – 2 weeks.</p> <p>In case of rush order related enquiries, orders may be expedited to the customer's locations as needed. Imperial Dade will work with the members to expedite emergency orders. Canoe's members' service needs will be monitored daily by the Imperial Dade Team.</p> <p>Below is the error resolution/complaints procedure within our Customer Experience Department:  - When our Customer Experience team encounters a customer complaint, the NCE (Negative Customer Experience) process is started. The Customer Experience Professional will describe the event by submitting a case in our Salesforce CRM.  - This case then gets routed directly to the manager of CXP. The team manager will then determine which internal resources are required to aid in determining next steps and resolution where required.  - The case remains open until a satisfactory resolution is determined at which time the customer is contacted and the case is closed. Every measure is taken to ensure that NCE cases are closed as soon as possible.</p> <p>Customers can send their concerns/requests via a Customer Experience Group box. We have dedicated personnel who continuously monitor these group boxes and assign cases to the respective customer service representative for the particular customer.</p>
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**Supply chain reliability and details**

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	Imperial Dade Canada's inventory breadth and depth in foodservice, janitorial/sanitation items, chemicals, etc. provides certainty to our customers for reliable supply and optimized bulk purchases. Our relationships with the world's top suppliers keep our warehouses fully stocked with quality options in all categories. We make the necessary investments to ensure that our customers have incredible selection and availability—and flexible purchasing options. Once awarded, we will work with individual members to understand their forecasting requirements and make inventory stocking arrangements accordingly.
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	<p>Delivery lead times are 1-2 business days for all online orders. In town orders are usually delivered the next business day, if the order is placed before 3:00 PM the previous day. Out of town orders may take longer depending on the location.</p> <p>2023 Deliveries Overview  Our performance metrics showcase exceptional results: 98% of deliveries were completed in full, and 92% were completed on time. This includes customers with specific restrictions on delivery times.  Throughout 2023, our fleet efficiently executed 1,026,136 deliveries, spanning coast to coast.</p> <p>Imperial Dade works with a variety of suppliers which allows us to have redundancy in our product offerings. Should such a situation arise, we will work with you to provide alternative products and ensure uninterrupted service and delivery of goods continue.  With our state-of-the-art inventory management tool, Imperial Dade will manage inventories for exceptional fill rates balanced with efficient days on hand (turns).  Imperial Dade manages demand for many customers today, and our teams are prepared to:  • Load expected demand into our inventory management tool  • Enable and monitor seasonality profiles  • Recommend inventory levels and lead time for inventory replenishment  • Adjust demand plan based on calibrated trends  • Monitor impact of unplanned events and adjust profiles where feasible</p>
3	Explain your shipping and delivery details, timelines including any exceptions.	<p>Imperial Dade Canada has 23 strategically located warehouses spanning across the entire nation, providing next day delivery to 95% of the Canadian population. Each of our major centers operates 5 days per week, 24 hours a day. All locations offer 7 days/week after hour emergency deliveries when needed. Imperial Dade Canada will work with members by region to establish the appropriate service levels, fill rate targets and emergency order processes.  Our key manufacturing partners have standing delivery windows at our distribution centers as we replenish stock weekly with key vendors and bi-weekly and monthly with secondary vendors. We have a fleet of company owned vehicles and 3rd party carriers to deliver to our customers each week day. We have a large National account team that manages our multi-location and international business.  Delivery lead times are 1-2 business days for all online orders. In town orders are usually delivered the next business day, if the order is placed before 3:00 PM the previous day. Out of town orders may take longer depending on the location. Rush orders will be dealt with on a case by case basis. Members may communicate rush order needs to our customer service department.</p>

**Sustainable and green products**

New Column	Response
Describe environmentally friendly and sustainable products certified by an independent third party such as EcoLogo and Green Seal offered by your company.	Imperial Dade Canada is committed to working with existing and new suppliers to drive growth in sustainable product lines to protect the environment. There have been many new product lines launched in the past 10 years and we are committed to continue to educate ourselves and customers as more new products are introduced. Our inventory breadth of products provides our customers with a wide selection of products that are environmentally friendly, EcoLogo, Greenguard and Green Seal certified to choose from in all categories. We also have our own private label brand for environmentally friendly towels, tissue, garbage bags and foodservice disposables.
Explain your expertise in assisting Canoe members with their sustainability goals in creating or updating their market basket in order to incorporate sustainable products.	<p>We are members of many organizations and keep up to date on new product trends and innovations that reduce packaging, improve recycling, increase shelf life and help protect the environment. We have numerous catalogs from many suppliers on products that are deemed "Green".  We also invest in training and tools for our team to provide recommendations on the best environmentally sustainable practices. We conduct these same business exercises in our facilities, as well as provide recommendations to our customers:  - Analyze facility solutions purchases against LEED® standards and identified products that have sustainable alternatives.  - Conduct in-depth facility assessments and provide recommendations to facility managers that identify the proper allocation of people and commercial cleaning supplies, through our team of Certified LEAN Advisors  - Advise use of environmentally preferable cleaning that are EcoLogo, Green certified.</p>
As part of updating their market basket, Members may require samples and products for testing and evaluation purposes to ensure the sustainable products are suitable for their requirements. At the end of the evaluation, members are under no obligations to purchase these products if the products are not suitable for their requirements. Do you agree?	Agree

**Engagement , Marketing and Training**

Line Item	Question	Response *
1	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	Imperial Dade Canada has a team of experts with extensive experience in the marketing field. We will work with Canoe on various marketing initiatives. Our marketing team has bilingual members and hence we can assist with creating promotional materials both in English and in French. Our account manager will review Imperial Dade existing customers with the respective sales managers and determine which can be converted to Imperial Dade/Canoe program. A detailed marketing road map will be developed with Canoe. This road map will help build awareness of Imperial Dade Canada & Canoe partnership internally and externally through training & communication, promotional tools, trade shows and associations. The roadmap will work on: <ul style="list-style-type: none"> <li>• Awareness and Internal Communication &amp; Training</li> <li>• Awareness and External Communication</li> <li>• Build Promotional Flyers</li> <li>• Participate in Trade Shows &amp; Associations and other engagement events</li> </ul>
2	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?	Our customer partnership and programs are successful because of our focus to work closely with customer head office in promoting the program. Canoe and Imperial Dade will work together on joint initiatives, marketing programs, and creating literature to promote our partnership eg eBlast flyers.
3	Describe how you will train your sales force and distribution network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	Imperial Dade will conduct several training/awareness initiatives to increase awareness of Imperial Dade and Canoe partnership internally. We will work with both our customer experience team as well as our respective sales staff to build awareness of our collaboration and train them to promote our partnership amongst our customer/member network. Customer Experience <ul style="list-style-type: none"> <li>= On-boarding calls with Customer Experience team and Customer Experience Managers</li> <li>= Quarterly calls to provide updates</li> </ul> Sales <ul style="list-style-type: none"> <li>= On-boarding call to review program details</li> <li>= Call to train Field Sales team on how to sell/promote Imperial Dade/Canoe program during first 30 – 60 days after contract award</li> <li>= Regularly scheduled follow up calls on training (monitor/track)</li> <li>= Monthly calls with Field Sales Representatives to identify/track target opportunities.</li> </ul>
4	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	Based on our experience with on-boarding national and regional customers and our distribution centres across Canada, we would need minimal onboarding time. Our complete implementation plan incorporates technology set-up, sample report review, inventory planning and execution, and customer profile set-up, as well as communication and training for our servicing locations. Our Field Sales Representatives are engaged through post implementation to ensure successful launch of this new business along with our Customer Experience Representatives for contract maintenance and continued service. If awarded, Imperial Dade Canada has full capabilities to onboard new business. Please see the document attached name: Imperial Dade Customer Implementation plan for details.
5	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?	Imperial Dade Canada supports business partnerships by conducting regular meetings. Frequency of meetings vary depending on customer requirements. During these meetings, spend and performance metrics are discussed as well as cost savings opportunities, projects and activities that have occurred since the previous meeting.  In conjunction with our customer, we set goals and objectives with timelines for upcoming months. We actively participate in holding regular business unit meetings with the purpose of reviewing action items, current projects and hold each stakeholder accountable. Imperial Dade Canada strives to provide our customers with key data points on their specific programs to increase operational efficiency. In our experience, we are most successful collectively when we join as business partners.  Imperial Dade has various key performance metrics and quality standards for the organization. Key performance metrics are tracked, reviewed and actioned where needed. Some examples of key performance metrics are Customer Service call response times, order accuracy, picking accuracy, inventory accuracy, financial efficiency, quality, and employee satisfaction.
6	Describe your commitment to attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	If awarded, Imperial Dade will work with Canoe to build a marketing road map and participating in engagement events to promote our partnership.  Some upcoming tradeshow in 2024 that Imperial Dade has signed up to attend are: AHSS (Association Hygiene et Salubrite en Sante) – May 2024  CHHA Conference & Trade Show (Canadian Healthcare Housekeepers Association) – June 2024  OASBO (Ontario Association of School Business Officials) – July 2024
7	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	Our Sales Managers and Sales Representatives actively involved in regional and national associations that help support and promote the industry and our partners, associations like ISSA (The worldwide Cleaning Industry Association), and Healthcare associations, contract cleaner and building owners associations (BOMA), accommodation associations and green sustainability council.

Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Response *
1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	<p>Imperial Dade is a reseller of products and as such, all the products supplied to customers by Imperial Dade are resold to customers only with such warranties as may be extended by the original manufacturer of the products. If a product is recalled, we would notify the customer of any product affected and what steps the manufacture would put in place to have product returned or destroyed. No additional shipping fees will be charged to the customer. Imperial Dade will handle delivery of any recalled products.</p> <p>See Imperial Dade's Standard product warranty:</p> <p>The Contractor warrants that all goods supplied are free and clear of all liens, encumbrances and rights of others. Except for the warranty of title, the goods themselves are sold only with such warranties as may be extended by the manufacturer of the goods. The Contractor will provide all reasonable assistance to the City in obtaining the benefits of applicable manufacturer's warranties. The warranty stated herein is made in lieu of all other warranties, express or implied, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.</p> <p>If a product is recalled, we would notify the customer of any product affected and what steps the manufacture would put in place to have product returned or destroyed. No additional shipping fees will be charged to the customer. Imperial Dade will handle delivery of any recalled products.</p> <p>No warranty is effective if (i) the goods are not stored or handled appropriately, (ii) the defect resulted from damages occurring after delivery, (iii) the defect was not reported to Imperial Dade in writing within thirty (30) days after delivery, or (iv) the defect is observable at the time of delivery and is not reported upon delivery.</p> <p>Imperial Dade will accept the return of any defective goods.</p> <p>Customers can send their concerns/requests via a Customer Experience Group box. We have dedicated personnel who continuously monitor these group boxes and assign cases to the respective customer service representative for the particular customer. Any concerns/complaints from Canoe members will be dealt with utmost urgency.</p>
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	<p>Imperial Dade maintains relationships with hundreds of vendors to be able to provide our customers with a wide range of product choices. As part of our vendor documentation, we require vendors to provide typical product warranties. The products supplied by Imperial Dade are sold with such warranties. Imperial Dade will provide assistance to Canoe Members in obtaining the benefit of such warranties. If a Canoe Member has an issue regarding a particular product, that Member will contact us and we will deal with the vendor to achieve the best possible resolution, including refund or replacement where applicable.</p>
3	Describe in details the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.	<p>Our Customer Experience Team provides front line support to our customers by fulfilling and responding to all orders and product inquiries while providing superior customer service. The team is a central liaison within our business, working with various teams such as our Corporate Account Team, Fields Sales, and Operations to ensure on time delivery, support, and quality.</p> <p>Our Customer Experience Representatives respond directly to any inquiry, order placement, product sample and product detail needs. Imperial Dade Canada has Customer Service Centers located across Canada as well as a Bilingual Customer Service Centre located in Montreal.</p> <p>Our Customer Service hours of operation are below:  Customer Experience Hours of Operation: 8:30 am to 5 pm local time  Ontario Region excluding Ottawa:  cxsupplytoronto@imperialdade.com, telephone # 1-800-463-3490</p> <p>Quebec/Maritimes and Ottawa:  cxsupplyeast@imperialdade.com, telephone # 1-800-361-7147</p> <p>Western Canada:  cxsupplywest@imperialdade.com, telephone # 1-800-661-8528</p> <p>After hours/emergency requests should be directed to the respective Field Sales Representatives and/or Corporate Account Manager.  Local Field Sales Support  A local Field Sales Representative will be assigned to every member we will work with. The Field Sales Representative will be supported by the Regional Sales Manager and the Corporate Account Manager.</p> <p>Each Field Sales Representative is well versed in the Imperial Dade/Canoe procurement program and has extensive knowledge and expertise on the various products we carry as well operational execution.</p> <p>On- Line Support  We will assign Canoe members an experienced IT professional who will serve as a single point of contact. The IT contract will provide any technical on-line support. If requested, our IT team can arrange a workshop for members to walk them through the features of our online ordering portal, create custom item folders, and answer any questions.</p> <p>Complaint/Error Resolution  Customers may contact our Customer Experience Department in case of any issues/complaints regarding invoicing or service issues. The Customer Experience personnel will work in conjunction with the appropriate Field Sales Representative to ensure the task at hand is resolved. Response times to address a customer's concerns are immediate in most cases. If the issue is not resolved within 24 hours, regular updates are provided to the customer.</p> <p>Billing issues are investigated by various key stakeholders, eg customer experience, pricing department, credit, warehouse, inventory management, etc... Billing issues are typically resolved within 24 hours; credit notes are generated within 1 – 2 weeks.</p> <p>In case of rush order related enquiries, orders may be expedited to the customer's locations as needed. Imperial Dade will work with the members to expedite emergency orders. Kinetic GPO's members' service needs will be monitored daily by the Imperial Dade Team.</p> <p>Below is the error resolution/complaints procedure within our Customer Experience Department:  - When our Customer Experience team encounters a customer complaint, the NCE (Negative Customer Experience) process is started. The Customer Experience Professional will describe the event by submitting a case in our Salesforce CRM.  - This case then gets routed directly to the manager of CXP. The team manager will then determine which internal resources are required to aid in determining next steps and resolution where required.  - The case remains open until a satisfactory resolution is determined at which time the customer is contacted and the case is closed. Every measure is taken to ensure that NCE cases are closed as soon as possible.</p>

**Member access to goods and services**

Line Item	Question	Response
1	List the necessary steps for a Canoe member to set up an account and access your goods and services for the first time should you be awarded a contract.	Our complete new customer implementation plan incorporates technology set-up, sample report review, inventory planning and execution, and customer profile set-up, as well as communication and training for our servicing locations.  We will assign a dedicated web service professional who will assist with setting up user account on our E-Commerce platforms and granting them the appropriate access so that contracted products can be viewed and ordered. A detailed training deck on how to use our E Commerce platform is available. We can arrange a workshop to train the new users on navigating our online platform.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	Our eBusiness system is customizable, available 24/7 and simplifies procurement. We provide easy Online order placement and insights to help with forecast demand, standardize products, manage inventory, to name a few. Other features are: <ul style="list-style-type: none"> <li>• Custom Order Catalogues</li> <li>• Check prices and access real-time inventory.</li> <li>• Locked down product listing to ensure compliance.</li> <li>• Set up repeat orders.</li> <li>• View or subscribe to PDF invoices.</li> <li>• SDS Library</li> <li>• Set up multiple user types, access privileges and multiple ship to locations.</li> <li>• Establish monthly budget spend and order approve purchases by other users.</li> </ul>
3	Are your products available through an e-marketplace platform? If yes, please explain the options to connect to your e-marketplace i.e. business to business, punch out, API, and any limitations on compatible systems. Include a link to your e-marketplace.	We can accommodate our customers' invoicing and tracking needs whether it be via email or through multiple systems compatible with our EDI. Our e-Business solutions use industry standards that handle most transaction types. We offer fully integrated EDI programs that are ready to send and accept common business transactions. We support message standards such as EDI, cXML and xCBL. Whatever system is currently being used; Imperial Dade will work with our customers' IT department to find a solution to integrate the processes with our systems.  To deliver on our commitment of exceptional service, we are investing in our customer service programs, fleet routing technology, and our warehouse management system just to name a few. To complement the multiple systems, we offer to service our customers, we also offer flexible invoicing options that may be customized to regional requirements for the customer.  Imperial Dade Canada also integrates with leading industry enterprise resource-planning (ERP) systems, such as JD Edwards and PeopleSoft from Oracle®, as well as SAP®. We provide easy online order placement and insights to help with forecast demand, standardize products, manage inventory and more.
4	In a case where one your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation?	We will defer to the existing agreements that are currently in place. There is no cessation of the existing agreement with the public sector customer and will survive and continue; This public sector customer will be excluded for the purpose of Canoe's agreement with Imperial Dade;

**Reporting**

Line Item	Question	Response *
1	Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with CANOE including validating that CANOE Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract.	Once a contract is established between Imperial Dade and a member, the price pages are locked and forwarded to our pricing department. The pricing team will input the pricing for each SKU in our ERP system and this price will now be locked for the member.  Imperial Dade Canada will conduct regular audits on price verification for prices charged to the members. The frequency will be quarterly; however, it can be adjusted to align with the member's requirements. We will work with the members on the format and documentation to meet their specifications.  Price audit will verify: <ul style="list-style-type: none"> <li>- Does price charged to match agreed-upon price for the item/items at time of order?</li> <li>- Does price charged match customer purchase order?</li> <li>- Does price charged match per selling unit of measure, e.g. each, package, case?</li> <li>- Are the correct taxes applied based on use of item and location/province?</li> </ul> Error rates are monitored on a monthly basis and results are shared with the appropriate teams, all returns and adjustments are coded by error type, error types typically belong to specific teams/departments. We include this KPI in our annual employee goals and teams/team members are measured for improvement over previous time periods (typically annually). Coaching and refresher training is applied if required. Depending on error types, data is reviewed and corrections or prevention measures are actioned.
2	Do you allow public entities to order from multiple contracts and GPOs?	No. Once a contract is established between a GPO and its member the price page is locked depending on the Imperial Dade-GPO agreement. The customer cannot buy leveraging another contract between Imperial Dade and another GPO.
3	If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	N/A

**Pricing**

Line Item	The pricing offered is:	Select 1 yes *	Pricing methodology for the one you selected "yes"
1	The same as the Proponent typically offers to an individual municipality, university, or school district OR	<input type="radio"/> Yes <input checked="" type="radio"/> No	We will work with the manufacturers to extend our best bracket price to Canoe's members. Due to fluctuations in the market, price may be subject to changes. Any price change will be communicated to Canoe Procurement and its' members, providing 30 days' notice, where possible, along with supporting documentation.
2	The same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments OR	<input checked="" type="radio"/> Yes <input type="radio"/> No	
3	Better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	<input type="radio"/> Yes <input checked="" type="radio"/> No	



## Category discounts

Proponents can include some or all of the offering from the categories.

Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proponents will be responsible for providing and maintaining current published MSRP with Canoe, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.

Product list - synthetic	Included in offering *	Canoe member discount offered off of list price
Brooms, brushes, buckets, and dustpans	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Cleaning chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Cleaning equipment, vacuum cleaners	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Mops, dusters, various pads, squeegees, sponges, spray bottles, Brooms, brushes, buckets, and dustpans	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Floor care chemicals, cleaners, applicators, sealers, strippers and protective coverings	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Furniture care	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Janitorial carts and supply holders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Odor control	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Paper products, tissues, paper towels, toilet paper	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Dispensers proprietary	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Dispensers generic	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Personal care products	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Various rags, cloths and wipes	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Receptables and containers	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Recyclable handling equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Restroom equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Trash Bags, pets, hazardous, holders, receptacles various	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Wet Mops, squeegees, buckets	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Eye protection and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Face protection	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Gloves and hand protection	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Signs various	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Matting rental	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Matting purchase	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Ice melter	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Related janitorial equipment not specified	<input checked="" type="radio"/> Yes <input type="radio"/> No	

## REVISED Shipping and pricing incentive

Line Item	Question	Response *
1	As applicable, present additional pricing details including any volume discounts, additional discounts or rebates or incentives, payment terms etc.	A growth volume discount structure has been incorporated into our administrative fee structure.
2	Explain your delivery or courier model.	<p>Imperial Dade Canada has 23 distribution centers located in major cities across Canada with approximately 2.1 million square feet of warehouse space. We provide next day delivery to 95% of the Canadian population. In Canada, we have a dedicated fleet of 166 trucks. In addition, we use designated common carriers to deliver to in-town, rural, remote and extreme locations across Canada. We have a proven track record of delivering fully integrated distribution programs in the market segments which we compete in.</p> <p>All our warehouse management and staff as well as our truck drivers are all certified:</p> <ol style="list-style-type: none"> <li>1. Transportations of dangerous goods act and regulations</li> <li>2. WHIMS certified</li> <li>3. Materials equipment handling certified.</li> </ol> <p>We utilize our own fleet of 166 trucks as well as designated common carriers and couriers to deliver to our customers. Our fleet consists of various makes and models ranging from straight trucks with low profiles to Tandem axles for higher weight, including tractors pulling trailers from 28 ft to 53 ft. For out of town or remote deliveries, depending on the location and size of the shipment, one of our designated common carriers or couriers are selected to deliver the goods.</p>
3	Explain your shipping costs if any, as well as any related weight or geographical restrictions. (you can attach support material if you choose in the document section of portal).	<p>Imperial Dade Canada will ship prepaid to in-town locations for orders \$750 or greater.</p> <p>Out-of-town locations will be charged freight extra.</p> <p>Orders below \$750 will be charged a minimum order fee of \$100.</p> <p>There is no additional fee for breaking cases. Select items, eg. custodial tools, can be purchased by eachs, packages or master case. There is no additional upcharge if ordering by eachs or packages vs by master case.</p> <p>If applicable, a fuel surcharge fee may be charged per delivery.</p>
4	Indicate your minimum amount and incentive in order for members to get free shipping.	<p>Imperial Dade Canada will ship prepaid to in-town locations for orders \$750 or greater.</p> <p>Out-of-town locations will be charged freight extra.</p> <p>Orders below \$750 will be charged a minimum order fee of \$100</p>
5	Specify any restrictions for free shipping as applicable. (El weight, volume, geographical locations etc.)	<p>Imperial Dade Canada will ship prepaid to in-town locations for orders \$750 or greater.</p> <p>Out-of-town locations will be charged freight extra.</p> <p>Orders below \$750 will be charged a minimum order fee of \$100.</p>
6	Outline how prices may be subject to change over the term of the agreement.	<p>Due to fluctuations in the market, price may be subject to changes. Any price change will be communicated to Canoe Procurement and its' members, providing 30 days' notice, where possible, along with supporting documentation.</p>

**REVISED Additional equipment offering and trade-in**

This section is optional.

Additional Equipment offering	Response
Indicate here details around any other janitorial equipment program you offer. This may include purchase or rental/lease of equipment.	Imperial Dade has an equipment program as well as service program. These include preventative services, training, and post warranty servicing. Service program varies by region. We will work with individual members to understand their equipment/service requirement.
Include your payment term.	Our standard payment terms are net 30 days.
Describe your trade-in program if offered.	N/A

**Social benefit**

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

We will not be submitting for Social benefit

Line Item	Question	Response *
1	Canoe members may have social benefits policies and goals. Explain how your company's social benefits programs and offerings contribute to Canoe members' ability to meet their respective goals.	Imperial Dade participates in several initiatives that help build the local communities we operate in. Where possible we will participate in the member's social benefits initiatives. In the past, Imperial Dade has held job fairs to give members of the community a chance to apply for employment in the company. We have participated in volunteer programs such as Habitat for Humanity. We make donations to charities via golf tournaments, some examples include: Trillium Health Partners, Canadian Liver foundation and the Canadian donation and transplantation research program and Villa Charities. We also volunteer and make donations to Alberta Dreams that helps children diagnosed with critical illnesses.

**Indigenous inclusion**

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

We will not be submitting for Indigenous inclusion

Line Item	Question	Response *
1	Canoe members may have Indigenous inclusion policies and goals. Explain how your company's Indigenous inclusion programs and offerings contribute to Canoe members' ability to meet their respective goals.	

### Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

Line Item	Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	No
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	N/A
3	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	N/A

### Documents

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

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

The maximum size is 10 MB.

Do not upload a proposal response, if you do Canoe will not evaluate it. Proposal responses must be entered into the specification questionnaires

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

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

- Information on additional equipment offered - optional (optional)
- Warranty information - optional (optional)
- [Information on goods offered - optional](#) - Imperial Dade Product Categories.xlsx - Monday May 27, 2024 10:04:02
- [Hot item list and prices - optional](#) - Imperial Dade Canada -Canoe RFP-Hot List Items.xlsx - Tuesday June 04, 2024 11:47:07
- [Additional Document](#) - Imperial Dade-Customer Implementation Plan.pdf - Monday May 27, 2024 10:04:11

## **IMPERIAL DADE - PRODUCT CATEGORIES**

ABRASIVES  
ADDING/CASH REG. ROLLS  
AMENITIES  
APRONS  
ART TISSUE PAPER  
BAGS - PAPER, PLASTIC, CELLO, BAKERY  
BANDING, FILM  
BANQUET ROLLS, PAPER  
BATHROOM TISSUE  
BATTERIES  
BIBS  
BINS - PLASTIC, VARIOUS  
BOARD - CORRUGATE, CAKE BOARDS, FOAM BOARDS  
BOWLS - PAPER, MOLDED FIBRE, COMPOSTABLE, RETAIL PACKS  
BOXES - BIN, CAKE, TRAYS, COOKIES, BAKERY, CORRUGATE, PIZZA  
BROOMS  
BUCKETS/PAILS/WRINGERS  
CARTONS, MOLDED , EGG  
CARTS  
CATERING KITS  
CHARGES  
CHEMICALS  
CIRCLES - CORRUGATE, CAKE, PIZZA  
COASTERS, PAPER  
COATED BOARD SHEETS  
COFFEE SLEEVES, CORRUGATE  
COLORED BOND MILL BRAND-CUT  
CONTAINERS  
COVERALLS  
COVERS  
CUP CAKE PAPER INSERT  
CUPS, PAPER, BAKERY MISC  
CUPS, PAPER, COLD DRINK AND HOT DRINK  
CUPS, PAPER, PORTION  
CUPS, PLA, COMPOSTABLE  
CUTLERY  
DISHES  
DISPENSERS - TOWEL, TISSUE, STRAWS, CHEMICALS  
DOLLIES  
EAR PROTECTION  
ENVELOPES  
EQUIPMENT - VARIOUS  
EYE PROTECTION, FACE SHIELDS, ETC...  
FACIAL TISSUE

FILM - VARIOUS  
FILM - STRETCH, SHRINK  
FILTERS, COFFEE, WATER, FRYER  
FIRST AID SUPPLIES  
FLOOR PADS  
FOOD, COFFEE/TEA/HOT CHOC/BEVERAGES  
FOOD - CONDIMENTS  
FOOTWEAR - SHOE COVERS  
GARMENT BAGS - HOSPITALITY  
GARMENTS - HOSPITALS  
GLOVES - VARIOUS  
HANDLES - FRAMES/POLES  
HANGERS - VARIOUS  
HEADWARE - BEARD COVERS, HAIRNETS  
HYGIENE:ADULT CARE BRIEFS, INFANT,  
INKS - RIBBONS, CARTRIDGES, TONERS  
LABELS - VARIOUS  
LIDS - VARIOUS  
LINERS - FOODSERVICE  
MATS/MATTING  
MOPS - VARIOUS  
NAPKINS - VARIOUS  
OFFICE - STATIONARY, COLOUR, OPAQUE  
PADS - MEAT & POULTRY  
PAPER - COPY, COATED, UNCOATED, STATIONARY  
PLACEMATS - VARIOUS  
PLATES - VARIOUS  
PROTECT-PACKAGING - VARIOUS  
RUBBER BANDS - VARIOUS  
SAFETY MISCELLANEOUS  
SEPARATORS, FOAM  
SERVICES, EQUIPMENT PACKAGING  
SHIPPING - VARIOUS  
SQUEEGEES/REFILLS  
STIR STICKS, WOODEN  
STRAPPING - VARIOUS  
STRAWS - VARIOUS  
TAGS & WIRES - POULTRY  
TAPE - VARIOUS  
TOWELETTES  
TOWELS - ROLL, MULTIFOLD, SINGLEFOLD, VARIOUS  
TRAYS - VARIOUS  
TRUCKS - TILT, UTILITY, VARIOUS  
TWINE  
UTENCILS - VARIOUS  
WASTE RECEPTACLES  
WIPERS - VARIOUS

WRAP - VARIOUS

## Addenda, Terms and Conditions

### PART D -TERMS AND CONDITIONS OF THE SOLICITATION PROCESS

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

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

#### 1.1.1 Ability to Provide Deliverables

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

#### 1.1.1.2 Non-Binding Pricing

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

#### 1.1.2 Proposals in English

All proposals are to be in English only.

#### 1.1.3 No Incorporation by Reference

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

#### 1.1.4 Past Performance

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

#### 1.1.5 Information in SOLICITATION Only an Estimate

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

#### 1.1.6 Proponents to Bear Their Own Costs

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

#### 1.1.7 Proposal to be Retained by Canoe

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

#### 1.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

#### 1.1.9 Trade Agreements

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

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

### 1.2 Communication after Issuance of Solicitation

#### 1.2.1 Proponents to Review Solicitation

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

#### 1.2.2 All New Information to Proponents by Way of Addenda

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

#### 1.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

#### 1.2.4 Verify, Clarify, and Supplement

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

#### 1.2.5 Restricted Communications

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

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

#### 1.2.6 Authorized Communications, Amendments, Waivers

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

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

### 1.3 Notification and Debriefing

### 1.3.1 Notification to Other Proponents

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

### 1.3.2 Debriefing

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

### 1.3.3 Procurement Protest Procedure

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

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

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

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

Attention: General Manager, Canoe Procurement Group of Canada  
Canoe Procurement Group of Canada  
2510 Sparrow Drive, Nisku, Alberta T9E 8N5

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

Once a bid dispute has been received, the General Manager, Canoe Procurement Group of Canada will initiate a review of the matter. The General Manager will complete that review and provide a response to the proponent as soon as reasonably possible, but generally within 10 Business Days.

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

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

## 1.4 Conflict of Interest and Prohibited Conduct

### 1.4.1 Conflict of Interest

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

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

### 1.4.2 Disqualification for Conflict of Interest

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

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

### 1.4.3 Disqualification for Prohibited Conduct

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

### 1.4.4 Prohibited Proponent Communications

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

### 1.4.5 Proponent Not to Communicate with Media

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

### 1.4.6 No Publicity or Promotion

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

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

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

### 1.4.7 No Lobbying

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

### 1.4.8 Illegal or Unethical Conduct

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

### 1.4.9 Supplier Suspension

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

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



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

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

## **1.5 Confidential Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.6.4 Cancellation**

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

### **1.6.5 Competition Act**

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

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

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

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

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

### **1.7.1 No Prohibited Conduct**

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

### **1.7.2 Disclosure of Information**

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

## **1.8 Governing Law and Interpretation**

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

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

End of PART D

I have the authority to bind the Proponent.

- Batul Zaveri, Proposals Coordinator, Imperial Dade Canada Inc

**Conflict of Interest**

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

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

**Yes**  **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
REVISE Addendum 01 - CAN 2024-007 Tue May 14 2024 04:17 PM	<input checked="" type="checkbox"/>	4

**Schedule "B1"**

**PRICING**

**Schedule "C"****MARKETING AND PROMOTION OF AGREEMENT**

Once the Agreement is awarded, the Supplier will meet with Canoe to discuss an effective launch strategy, and shall provide:

- Supplier's contact information;
- Customer engagement strategy;
- Access to knowledge sharing materials (e.g., webinars);
- Escalation process;
- Reporting contact information;
- Marketing materials, and,
- Other relevant materials.

To support Members, Canoe and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Members by:

- Educating and creating awareness within their dealer and distribution networks about group purchasing, Canoe Procurement Group and the use of Canoe contract by Members;
- Conducting sales and marketing activities directly to onboard Members;
- Providing excellent and responsive Members support;
- Identifying Members savings; and
- Identifying improvement opportunities (e.g., planning priorities, multi-year projects).

Canoe will promote the use of the Agreement with Members by:

- Using online communication tools to inform and educate;
- Holding information sessions and webinars, as required;
- Attending, when appropriate, Members and Supplier events;
- Facilitating Member engagement, where appropriate;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and
- Marketing Supplier promotions.