

## 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: W.E. Greer Ltd

Supplier Corporate Jurisdiction: 14704 119 Avenue NW, Edmonton, Alberta. T5L 2P1  
(the "**Supplier**"), as of

Date of Agreement: August 1, 2024 regarding

RFP No. CAN-2024-007

RFP Title **Janitorial Supplies and Related Equipment**  
(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 **July 31, 2027**, unless terminated in accordance with its provisions. That initial term may be extended up to by a further period of **two (2)** years by Canoe.

## **1.3 Rules of Interpretation**

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

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

## **1.4 Schedules**

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

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

## **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 and B.
- (c) The Supplier will execute the engagement plan set out in Schedules A and B and will refine that plan over the course of the Term, and as reasonably requested by Canoe.

- (d) The Supplier acknowledges that Articles 1-11, Schedules A 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**

During the Term, the Supplier agrees to pay Canoe an Administrative Fee of 3% which shall be paid by Canoe deducting 3% from the total, excluding GST, PST and/or HST, on all Invoices submitted by the Supplier and processed by Canoe for the Program. Canoe will then pay the Vendor the remainder of the invoice in accordance with Article 3.4.

## **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 Canoe.
- (b) All invoices must include:
  - (i) a 'Bill To' section to the Member address;
  - (ii) a 'Ship To' section that includes the Member name, address, and Canoe Member number;
  - (iii) Canoe contract number; and

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

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

- (a) The Supplier will provide monthly 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) Canoe will provide a sample report for information purposes, the Vendor can use their own report in Excel as long as the information below is included.

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\$
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- (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 a business review to Canoe at least annually to discuss the Program sales performance and the deployment and effectiveness of marketing strategies.
  - (f) 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.
  - (g) 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.
  - (h) Canoe, its authorized representatives, or an independent auditor identified by Canoe may, at Canoe's expense, upon reasonable prior notice to the Supplier, review or audit the Supplier's records regarding the Supplier's performance of its obligations hereunder. The Supplier shall provide reasonable cooperation in connection with the foregoing and shall disclose or grant reasonable access to any information requested by Canoe, its authorized representatives or an independent auditor in connection with the Program or this Agreement.

## **ARTICLE 4**

### **TRADE-MARKS**

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

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

- (a) it is the sole owner of all right, title, and interest in and to its Trade-marks;
- (b) any use of the other Party's Trade-marks enures solely to the benefit of that Party and neither Party acquires any rights in the other Party's Trade-marks as a result of such use;
- (c) it shall maintain and exercise control over the character and quality of the use of its Trade-marks as used in association with the Program; and
- (d) whenever it uses the other Party's Trade-marks in accordance with this Agreement, it shall (i) use such Trade-marks strictly in accordance with that other Party's standards of quality and

specifications for appearance and style as may be supplied by that Party from time to time; (ii) use such Trade-marks only in the manner and form approved by that Party; (iii) clearly identify the use of the Trade-marks as a licenced use and identify the other Party as the owner of the Trade-marks, in any manner specified by the other Party from time to time; and (iv) not alter, modify, dilute or otherwise misuse the Trade-marks.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

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

Each Party represents and warrants to the other that:

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

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

The Supplier represents and warrants that:

- (a) it is properly qualified, licensed, equipped, and financed to provide the Program and perform its obligations under this Agreement and any Purchase Agreement;
- (b) if the Supplier is a manufacturer or wholesale distributor, the Supplier has a documented relationship with a suitable dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Purchase Agreement on behalf of the Supplier – and any such dealer will be considered a subcontractor of the Supplier for the purposes of this Agreement;
- (c) It shall comply with all foreign and domestic applicable federal, provincial and municipal laws and regulations including but not limited to the obligations under *Fighting Against Forced Labour and Child Labour in Supply Chains Act*, S.C. 2023, c. 9.
- (d) all of its obligations will be carried out by qualified personnel and all work will be performed in a professional manner;
- (e) it is not aware of any proceeding in progress or pending or threatened that might be expected to have a materially adverse effect on the Program or impact its ability to meet its obligations under this Agreement; and
- (f) after due inquiry, it is not aware of any circumstances which do or might cause a Conflict of Interest in respect of its participation in the Program.

## **ARTICLE 6**

### **CONFIDENTIAL INFORMATION**

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

The Receiving Party agrees not to:

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

#### **6.2 Protection**

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

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

#### **6.3 Mandatory Disclosure**

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

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

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

## **6.5 No Proprietary Right**

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

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

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

## **6.7 Freedom of Information Laws**

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

measures to ensure the security and integrity of Canoe Confidential Information (including, for greater certainty, information about or provided by any Member).

## **ARTICLE 7 INDEMNITY AND LIABILITY**

### **7.1 Liability for Representatives**

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

### **7.2 Indemnity**

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

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

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

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

### **7.3 Limitation of Liability**

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

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

#### **7.4 Equitable Relief**

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

### **ARTICLE 8 CHANGES AND TERMINATION**

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

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

#### **8.2 Reduction in Scope**

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

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

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

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

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

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

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

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

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

#### **8.6 Orderly Termination**

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

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

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

#### **8.8 Survival**

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

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

## **ARTICLE 9 FORCE MAJEURE**

### **9.1 General**

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

### **9.2 Notice and Performance**

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

### **9.3 Right to Terminate**

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

## **ARTICLE 10 DISPUTE RESOLUTION**

### **10.1 General**

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



## **10.2 Election**

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

## **10.3 Arbitration Site and Arbitrator**

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

## **10.4 Procedure**

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

# **ARTICLE 11 GENERAL**

## **11.1 Notices**

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

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

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

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

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

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

## **11.2 Contact Information for Notices**

Any Notice to Canoe shall be addressed to:

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

Attention: Tyler 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:

W.E. Greer Ltd  
14704 119 Avenue NW,  
Edmonton, Alberta. T5L 2P1

Attention: Tom Lieu, Vice President  
Tel: 780-451-1516  
Email: [tlieu@wegreer.ab.ca](mailto:tlieu@wegreer.ab.ca)

## **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*  
Tyler Hannemann (Aug 7, 2024 09:17 MDT)  
 Name: Tyler Hanneman  
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: **W.E. GREER LTD**

By: *Tom Lieu*  
Tom Lieu (Aug 2, 2024 09:09 MDT)  
 Name: Tom Lieu  
 Title: Vice President

**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: W.E. Greer Ltd  
14704 - 119 Avenue  
Address: Edmonton, Alberta T5L 2P1  
Contact: Sandra Jovel  
Email: wegmarketing@wegreer.ab.ca  
Phone: 780-451-1516  
Fax: 780-451-1516  
HST#:

## Submission Details

Created On: Thursday May 09, 2024 10:02:37  
Submitted On: Thursday June 06, 2024 08:59:52  
Submitted By: Sandra Jovel  
Email: wegmarketing@wegreer.ab.ca  
Transaction #: 54962472-254d-42be-8294-c82de3e0ad4e  
Submitter's IP Address: 173.183.228.63

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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):	W.E. Greer Ltd
2	Proponent Address:	14704 119 Avenue NW, Edmonton, Alberta. T5L 2P1
3	Proponent website address:	https://www.wegreer.com/
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Tom Lieu, Vice President, tlieu@wegreer.ab.ca, 780-451-1516
5	Proponent's primary contact for this proposal (name title address email address & phone):	Sandra Jovel, Marketing Coordinator, sjovel@wegreer.ab.ca, 780-451-1516
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	John Greer, President, jgreer@wegreer.ab.ca, 780-995-9555
7	Proponent GST registration number:	R893200154
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>W.E. Greer Ltd. had humble beginnings in 1923 in the form of a little store across from Market Square in Edmonton. It started as "Bill Greer Hardware." In the mid-1930s, we started selling cleaning supplies, recognizing that cleaning products provided the opportunity for repeat business. By 1946, the hardware portion of the business was sold, and W.E. Greer Agencies was born. The company began to sell cleaning and maintenance equipment for institutions and industries. In 1959, Greer began to manufacture their own cleaning chemicals, starting with floor finish. By 1970, with manufacturing becoming more of a focal point for the business, our company moved into our current building, complete with a manufacturing plant. The company is third-generation family-owned. Our company's strength lies not only in our exceptional cleaning chemicals, but in the value we add to them with things like training, reporting, and vendor-managed ordering.</p> <p>W.E. Greer is the third oldest commercial cleaning supply company in Canada and it has become Alberta's longest-running commercial cleaning product company, with 100 years of experience. We provide high-quality concentrated cleaning chemicals that are effective, easy to use and made for the Canadian environment. As the original Canadian member of the ISSA (International Sanitary Supply Association), we have an ongoing reputation for providing value-added services and exceptional products to our customers. As a fully integrated GMP (Good Manufacturing Practices Certification) and Eco Logo certified environmentally friendly manufacturer, we are committed to both the environment and ethical practices. We use closed-looped manufacturing so nothing goes down the drain.</p> <p>With a head office, manufacturing plant and distribution centre in Edmonton, and outside sales representatives in Calgary, Lethbridge, Fort McMurray and Grande Prairie we are able to service customers all over Alberta.</p> <p>We are partnered with The Tennant Company a global leader in sustainable cleaning technologies and equipment. Together, Tennant with more than 150 years along with W.E. Greer provides more than 250 years of experience in floor cleaning.</p> <p>Over the past 100 years, W.E. Greer was built upon a set of 5 core values: Drive, Integrity, Positivity, Knowledge and most importantly, Team Above All Else.</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>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>

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	
2	British-Columbia	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
3	New-Brunswick	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
4	Manitoba	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
5	Newfoundland and Labrador	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
6	Northwest Territories	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
7	Nova-Scotia	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
8	Nunavut	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
9	Ontario	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
10	Prince Edward Island	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
11	Québec	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
12	Saskatchewan	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
13	Yukon	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Experience and program offering

Line Item	Question	Response *
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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.	<p>W.E. Greer offers a wide range of products to suit all your janitorial/sanitation requirements. We produce high-quality concentrated cleaning chemicals made for the Alberta environment in our Edmonton manufacturing plant. These brands include AIRX, INDO Proportion, CSG, Slapshot, Rose Bowl and Deep Scrub; in addition, we have a range of environmentally friendly line of products.</p> <p>Our EV products are designed to provide a complete cleaning system for commercial and industrial sites. Environmental features include:</p> <ul style="list-style-type: none"> <li>• Readily biodegradable</li> <li>• No ozone depletion potential</li> <li>• No harmful fumes or hidden toxins</li> <li>• No phosphates</li> </ul> <p>UL 2759 - Standard for Sustainability for Hard Surface Cleaners</p> <ul style="list-style-type: none"> <li>• Red Rock – Neutral floor cleaner -</li> <li>• Rain – Glass cleaner</li> <li>• Tornado – General purpose/degreaser</li> <li>• Hurricane – Washroom cleaner</li> </ul> <p>UL 2794 - Standard for Sustainability for Disinfectants and Disinfectant Cleaners</p> <ul style="list-style-type: none"> <li>• Sunrise – Disinfectant</li> </ul> <p>We also have disinfectants for use against SARS-CoV-2 (COVID-19) approved by the government of Canada, these products are: Airx 15, Airx 44, Airx 44 PLUS and Airx Spray N Go Disinfectant.</p> <p>We partner with a number of vendors to bring you the widest variety of cleaning chemicals, equipment and supplies; such as: Tennant Company, Merfin Products, M2 Professional, Frost, Hillyard, Polykar, Rubbermaid, Kruger products, Edgewood, Xynith.</p> <p>Paper and Towel Benefits:</p> <ul style="list-style-type: none"> <li>• Made from 100% recycled fibre and at least 88% post-consumer content using an unbleached process.</li> <li>• CFIA Certified</li> </ul> <p>Toilet Paper Dispenser Benefits:</p> <ul style="list-style-type: none"> <li>• Minimizes space requirements while maximizing capacity, great for smaller washrooms.</li> <li>• Holds the equivalent of ten conventional bathroom tissue rolls therefore less roll changes are required, providing labour time and cost savings.</li> <li>• Durable and reliable design</li> <li>• Key required to open/close</li> </ul> <p>Towel dispenser Benefits:</p> <ul style="list-style-type: none"> <li>• New "suspension-like" roller, using integrated roll dampening technology, is a first to North America</li> <li>• Suspension mechanism enables an easy pull and smooth dispensing</li> <li>• Key required to open/close</li> <li>• On loan at no charge</li> </ul>
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?	15%
4	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	<p>1. High-Quality Products: We offer a wide range of products to suit all your janitorial/sanitation requirements. We provide high quality concentrated cleaning chemicals that are effective, easy to use and made for the Canadian environment in our Edmonton manufacturing plant. These brands include AIRX, INDO, INDO Proportion, CSG, Slapshot, Rose Bowl and Deep Scrub; in addition, we have a range of environmentally friendly line of products.</p> <p>2.Eco-Friendly and Sustainable Solutions: W.E. Greer Ltd. has a strong belief in environmental stewardship, ensuring a low impact on the environment not only with our line of environmentally safe and certified products, but also with how we structure our manufacturing, packaging, and disposal of our complete range of cleaning chemicals.</p> <p>We at W.E. Greer Ltd. believe in being environmentally responsible with all the products we manufacture. Several methods are used to keep our environmental impact to a minimum.</p> <p>We use a closed loop system, where rinse water from the current batch is retained and stored to be used as the water ingredient for the next batch of product, keeping waste waters out of the municipal sewage system, and also we provide many products in concentrated form to minimize packaging.</p> <p>Our Environmental friendly product line is designed to provide a complete cleaning system for commercial and industrial sites.</p> <p>3.Cost-Effective Solutions:</p> <p>We offer expertise in chemical planning to minimize the number of chemicals needed to clean a site. We provide products that are user friendly ensuring safe chemical use and improving job site conditions.</p> <p>W.E. Greer has the expertise and experience to help our customers reduce the amount of inventory and administration required for the custodial departments' day-to-day operations. We do this through our 360 Program that allows you to see the big picture when planning your procedures, making your purchase decisions, and determining your budgets.</p> <ul style="list-style-type: none"> <li>• Reducing your inventory investment – high dilution rates of chemicals reduces the volume that must be kept on-hand.</li> <li>• Simplifying the purchasing process – Vendor Managed Inventory frees up valuable custodial time for other duties.</li> <li>• Reducing/simplifying invoices to be processed – maintaining product choices and order frequencies standardized.</li> </ul>
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 including a pdf document with the Authorization letters from our vendors.
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.	N/A

7	Within this RFP category there may be subcategories of products. List subcategory titles that best describe your products and services.	<p>           DETERGENTS, STRIPPERS            GERMICIDES, SANITIZERS            LAUNDRY, DISHWASHING            CARPET CHEMICALS            BULK LIQUID HAND SOAP            CSG 1000,2000 AND 4000            AIRX 15,44,78,80 &amp; 81            MISC. CHEMICALS            SEALS, FINISHES            LOTION SOAPS            BLEACH            AIRX DEODORANTS            DEODORANT BLOCKS            AEROSOLS            MISC. PURCHASED CHEMICALS            INDUSTRIAL SOLVENT CLEANERS            INDUSTRIAL DETERGENT CLEANERS            INDO 300            INDO PRO-PORTION SYSTEMS            CANISTER VAC, SPRITE VAC            CARPET MACHINES            AUTOSCRUBBERS &amp; CHARGERS            BATTERIES            PAD HOLDERS &amp; BRUSHES            SWEEPERS            UPRIGHTS, STEAM AND MISC. VACS            FLOOR PADS            MACHINE ACCESSORIES            PAPER - COMMERCIAL            RECEPTACLES            DISPENSERS - LOANER PROGRAMS            DISPENSERS - SOLD            WIPERS &amp; MISC. SUPPLIERS            RUBBER GLOVES,PLUNGER,ASHTRAY            GARBAGE BAGS            SCOTT WIPERS,MISC.PAPER PROD.            WRINGERS &amp; BUCKETS            WET &amp; DRY MOPS            BROOMS, SQUEEGEES, HANDLES            BRUSHES, HANDLES            AMENITIES            PCS PRODUCTS            EQUIPMENT PARTS         </p>
8	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	W.E. Greer is part of BALPEX, a collective buying group for independent Canadian distributors.

**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>With a head office, manufacturing plant and distribution centre in Edmonton, and outside sales representatives in Calgary, Lethbridge, Fort McMurray, and Grande Prairie we are able to service customers all over Alberta. We also count with our Greer to go Vans, which are mobile store. The Greer to Go van provides a modern solution to all your janitorial needs all in one place. The Greer to Go van includes equipment, cleaning products, supplies, repair parts.</p> <p>Ous Sales Team:</p> <ul style="list-style-type: none"> <li>o John Greer, President</li> <li>o Justin Greer, Business Development Manager</li> <li>o Behn Watson, Sales Consultant, Alberta South</li> <li>o Nicholas MacEachern, Sales Consultant, Fort McMurray</li> <li>o Della Bekkema, Inside Sales Consultant</li> <li>o Simon Chistotti, Greer To Go Sales, Alberta Central/East</li> <li>o Ross Hammond, Greer To Go Sales, Alberta Central/West</li> </ul> <p>Distributions methods: Once orders are placed, deliveries are made by our Greer delivery truck in the Edmonton area based on the delivery schedule below:</p> <ul style="list-style-type: none"> <li>o Monday: Leduc/Nisku/Beaumont</li> <li>o Tuesday: City of Fort Saskatchewan</li> <li>o Wednesday: St.Albert / Castledowns</li> <li>o Thursday: Sherwood Park/ Ardrossan</li> <li>o Friday: Spruce Grove / Stony Plain</li> </ul> <p>For deliveries outside of the Edmonton area, we used our long-standing freight providers, such as Grimshaw, Loomis, LA-Crete, Highway 9, Rosenau.</p>
2	If applicable, describe how your distribution partners will be leveraging the contract? If not applicable please write N/A	N/A

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><b>Marketing Strategy</b></p> <ul style="list-style-type: none"> <li>- Research and Identify customers needs -&gt; we will have meetings with the people involved to understand the specific needs and struggles regarding janitorial products and procedures. We will talk about environmental concerns, budget, safety regulations and efficiency requirements.</li> <li>- Tailored Product Solutions -&gt; W.E. Greer will work on developing a tailored program solution for each client based on their specific needs, such as</li> <li>- Training Sessions-&gt; W.E. Greer provide hands-on instructor-led training customized to your needs at the location of your choice. We work with you to develop a detailed training schedule for your facilities and their individual needs. This complementary training can be done on-site at a time convenient for you and your custodial staff. There will be no cost to you for the training.</li> </ul> <p><b>Basic custodial training includes:</b></p> <ul style="list-style-type: none"> <li>• Sanitation Citation training, including the basics of chemical cleaning</li> <li>• Product orientation for new staff</li> <li>• Product use and product support training for existing employees</li> <li>• Demonstration of operation and routine maintenance for all new equipment</li> </ul> <p>The training will include procedures to improve efficiency on the use of our products in areas such as:</p> <ul style="list-style-type: none"> <li>• Floor care – hands on assistance with implementing a low-maintenance floor care program, including burnishing, stripping, deep scrubbing and refinishing</li> <li>• Locker room, shower room, and washroom care</li> <li>• Carpet care</li> <li>• WHMIS 2015 (with new Globally Harmonized System (GHS))</li> <li>• Cleaning ergonomics</li> <li>• Other training as required</li> </ul> <p><b>Online Training</b></p> <p>W.E. Greer Ltd, is dedicated to delivering high-quality, accessible, and engaging training solution, reason why we are working on an on-demand online training site "JaniLearn" designed to meet the diverse learning needs of our customers. With JaniLearn, customers will get a training program that features the products and cleaning procedures that the custodial staff use on a regular basis to clean and disinfect.</p> <p><b>Key Features:</b></p> <ul style="list-style-type: none"> <li>• <b>Flexible Learning Environment:</b> Our on-demand training site provides learners with the flexibility to access training materials anytime, anywhere, and at their own pace. Whether on desktop, tablet, or mobile device, users can conveniently engage in learning activities that fit their schedule and preferences.</li> <li>• <b>Diverse Content Library:</b> W.E. Greer is working to have a vast selection of training modules covering all cleaning procedures.</li> <li>• <b>Interactive Learning Experience:</b> Courses are made up of topics and learning blocks designed to inform and engage the learner with interactive, animated 3D training.</li> <li>• <b>Certification and Assessment:</b> Upon completion of training modules, learners have the opportunity to earn certifications to validate their achievements and demonstrate proficiency in specific areas. A knowledge test is integrated into the platform to track progress and ensure learning objectives are met.</li> <li>• <b>Progress Tracking and Reporting:</b> Administrators and supervisors have access to comprehensive tracking and reporting tools to monitor learner progress, performance, and participation.</li> <li>• <b>Language Availability:</b> Courses will be available in English and Spanish. JaniLearn is working on adding more languages to the platform.</li> </ul> <p>- Online Presence and Content Marketing -&gt; W.E. Greer will keep the customers up to date regarding cleaning products, procedures and equipment. We'll share information tailored to each customer, such as cleaning tips, best practices, etc.</p> <p><b>Value Added Services</b></p> <p>W.E. Greer knows that the road to successful facility maintenance can be long and winding. With our Consult 360 Program we can help you with this value-added benefits:</p> <ul style="list-style-type: none"> <li>- Lunch and Learn: we can do it at our head office with a tour of our manufacturing plant.</li> <li>- Site Inspections: Our consultants perform quality assurance site evaluations to let you know where your facility's trouble areas are and how to resolve the issues</li> <li>1. Info Clean: many facilities clean for appearance, but is that the whole story? What are the hidden costs if a facility's cleaning program is inadequate? Our staff can communicate what is important and why in order to help you prioritize your cleaning program and to have the best workload scheduling.</li> <li>2. ATP Tester: Hygiene ATP meter. Readings give an objective indicator of cleanliness</li> <li>- Best Planning for consumer Supplies: quality versus value is an age old question. We help to plan your paper, cleaning product and soap consumables so you achieve the best balance between value and quality based on your facility's requirements.</li> <li>- New facility Planning: We can help you to consult during the design and development stages to ensure proper placement of maintenance amenities.</li> <li>- GoCanvas Inspection reports: W.E. Greer Ltd, uses a web form service called Canvas, which allows us to conduct site inspections, call notes, quality control, and more from a smart phone. It eliminates the need to cart around annoying multi-part forms, and allows you to submit your valuable data instantly to your key personnel. If desired, we can set up and create Canvas forms for priority level customers.</li> </ul> <p>Greer Canvas is an umbrella of forms ideal for the janitorial and sanitation sector, including:</p> <ul style="list-style-type: none"> <li>o Equipment Evaluation Forms</li> <li>o Commercial Facility Inspections</li> <li>o Sanitation Reports</li> <li>o Quat-10 Testing Logs</li> </ul> <p>The completed electronic forms are submitted by email to the key personnel of your choice.</p>
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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><b>Customer Service Program</b>  W.E. Greer understands the importance of reliable service and timely delivery to meet the needs of our customers. We prioritize customer satisfaction by manufacturing high-quality chemicals made for our AB weather, chemicals that meet or exceed expectations. We are dedicated to delivering exceptional products and service experiences that instill confidence and trust in our customers. Orders placed before noon will be processed and delivered within 48 hours.  Our customer service team is available to address any questions or concerns regarding delivery schedules and commitments, providing responsive support and assistance as needed.  Our staff are fully trained, knowledgeable, and helpful. W.E. Greer Ltd. provides our customers with both an Inside Sales and an Outside Sales consultant. This provides your staff with someone who can answer questions on-site on a regular basis, as well as someone who is always reachable by phone during business hours.</p> <p><b>Ordering Process</b>  There are multiple options for ordering, which includes:  Customer-authorized individuals will place orders by phone using a customized order form.  Online ordering. This allows you to place orders online 24/7 with the ability for senior management to approve orders placed by custodial staff prior to ordering.</p> <p>Company hours are Monday through Friday, 8 a.m. to 4:30 p.m. We close for statutory holidays.</p> <p><b>Response Time</b>  Our standard response times will be as follows:  <ul style="list-style-type: none"> <li>• Quotes: &lt;24 hours</li> <li>• Phone Calls: &lt;4 hours</li> <li>• Emails: &lt;4 hours</li> <li>• Follow up to special orders: &lt;24 hours</li> </ul> </p> <p><b>Product Warranty</b>  We provide a 100% guarantee on all products. If one of our products is defective or becomes obsolete, we will issue a credit for return for one year from time of purchase (excludes disinfectants and antibacterial products, which cannot be returned due to the possibility of contamination). Special order items brought in at your request are non-returnable. However, we confirm that the order is correct and authorized prior to proceeding.</p> <p><b>Return Policy and Policy on damaged and/or lost goods and Procedures</b>  <b>GENERAL</b>  Items damaged in shipping, or shipped in error will be accepted as a returned item. The customer will be refunded at invoiced cost.</p> <p><b>HARDGOODS</b>  We will accept hard goods returned provided they are unopened, unused and are a regular stock item, in saleable condition.</p> <p><b>CHEMICALS</b>  We will accept chemical returns provided they are unopened, unused and are a regular stocked item in saleable condition, purchased within the last 12 months. We are not able to accept returns of disinfectants/germicides and bleach because they are at risk of contamination, and/or deterioration.</p> <p><b>EQUIPMENT</b>  Returns on equipment require prior management approval.</p> <p><b>SPECIAL ORDER ITEMS</b>  Special order items are not refundable.</p> <p><b>Returns Procedure</b>  Upon contact, a goods returned form will be started by the Sales Consultant. If being picked up by a Sales Consultant or Greer truck driver, the goods returned form will be signed by the site contact. If a replacement item is being provided, one may be dropped off at the same time. If being picked up by a third party carrier, the goods returned form will be completed upon item return, and a copy forwarded to the customer contact. A credit will be applied to the customer account upon return.</p>
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#### Supply chain reliability and details

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	<p>W.E. Greer Ltd. provides cleaning products, tools, equipment and advice. We have extensive experience with single source transitions to facilities with multiple locations. Some of our customer verticals are: Government, Health Care, Hospitality, Recreation Centers, Cities and Towns.  W.E. Greer has the expertise and experience to help our customers reduce the amount of inventory and administration required for the custodial departments' day-to-day operations. We do this through our 360 Program that allows you to see the big picture when planning your procedures, making your purchase decisions, and determining your budgets.</p> <ul style="list-style-type: none"> <li>• Reducing your inventory investment – high dilution rates of chemicals reduces the volume that must be kept on-hand.</li> <li>• Simplifying the purchasing process – Vendor Managed Inventory frees up valuable custodial time for other duties.</li> <li>• Reducing/simplifying invoices to be processed – maintaining product choices and order frequencies standardized.</li> </ul> <p>We understand the logistics of working with the custodial staff and custodial management team to expedite the supply and delivery of orders. We know the importance of ensuring the correct items are picked, and the appropriate amounts are ordered.  Reports detailing product utilization and expenditures are available on a regular scheduled basis or on request.</p>
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	<p><b>1. Lead Times for Order Fulfillment and Supply Chain Resilience Measures</b>  W.E. Greer is committed to providing reliable and efficient order fulfillment to meet the needs of our clients. The typical lead times for order fulfillment are as follows:  • Standard Products: For in-stock items, our standard lead time is within 48 hours from the receipt of the order. Except in the Edmonton area that a delivery is set up per location.  • Custom or Specialized Products: For custom or specialized products, the lead time varies based on the complexity of the order, ranging from 2-4 weeks.  We prioritize clear communication with our clients regarding order status and expected delivery dates to ensure transparency and manage expectations effectively.</p> <p><b>2. Supply Chain Resilience Measures</b>  To ensure consistent and reliable order fulfillment, we have implemented a couple of measures:  • Diversified Supplier Base: We maintain a diversified network of suppliers to mitigate the risk of dependency on a single source. This diversification ensures that we have multiple alternatives available in case of supplier-specific issues.  • Inventory Management: Our advanced inventory management system allows us to maintain optimal stock levels and quickly respond to demand fluctuations.  • Supplier Relationships: We build strong, long-term relationships with our suppliers, fostering collaboration and ensuring priority access to essential materials during high-demand periods or disruptions.</p> <p><b>3. Contingency Plans for Potential Disruptions</b>  We have established comprehensive contingency plans to address potential supply chain disruptions, ensuring minimal impact on our order fulfillment capabilities. These plans include:  • Risk Assessment and Monitoring: We continuously assess and monitor potential risks within our supply chain. This proactive approach allows us to identify and mitigate risks before they escalate.  • Alternative Sourcing: In the event of a disruption with a primary supplier, we have pre-vetted alternative suppliers ready to step in. This ensures continuity in the supply of critical components and materials.  • Communication Protocols: We maintain clear communication protocols to keep our clients informed about any potential delays or issues. Regular updates and proactive communication help manage client expectations and maintain trust.</p>
3	Explain your shipping and delivery details, timelines including any exceptions.	<p><b>Distributions methods:</b>  Once orders are placed, deliveries are made by our Greer delivery truck in the Edmonton area based on the delivery schedule below.  o Monday: Leduc/Nisku/Beaumont  o Tuesday: City of Fort Saskatchewan  o Wednesday: St. Albert / Castledowns  o Thursday: Sherwood Park/ Ardrossan  o Friday: Spruce Grove / Stony Plain</p> <p>For deliveries outside of the Edmonton area, if orders are placed before noon, we ship the next day; we used our long-standing freight providers, such as Grimshaw, Loomis, LA-Crete, Highway 9, Rosenau.</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.	<p>W.E. Greer Ltd. has a strong belief in environmental stewardship, ensuring a low impact on the environment not only with our line of environmentally safe and certified products, but also with how we structure our manufacturing, packaging, and disposal of our complete range of cleaning chemicals.</p> <p>Our EV products are designed to provide a complete cleaning system for commercial and industrial sites. Environmental features include:</p> <ul style="list-style-type: none"><li>• Readily biodegradable</li><li>• No ozone depletion potential</li><li>• No harmful fumes or hidden toxins</li><li>• No phosphates</li></ul> <p>Our EV Product line is ECOLOGO certified.</p> <p>UL 2759 - Standard for Sustainability for Hard Surface Cleaners</p> <ul style="list-style-type: none"><li>• Red Rock – Neutral floor cleaner -&gt; A concentrated neutral floor cleaner designed for light duty cleaning in a neutral pH range. Contains no film forming substances and is free rinsing. For general purpose damp mopping, light cleanup or for use in automatic scrubbers.</li><li>• Rain – Glass cleaner -&gt; A concentrated glass cleaner with "streak free" action. Just spray and wipe to make glass and chrome surfaces shine like new. May also be used for light duty cleaning jobs on painted woodwork, etc.</li><li>• Tornado – General purpose/degreaser -&gt; A concentrated spray and wipe cleaner with superior grease cutting performance. Great in kitchen areas or anywhere grease and grime accumulate. An excellent vinyl cleaner. Spray on then wipe off. No hard rubbing required.</li><li>• Hurricane – Washroom cleaner -&gt; A concentrated washroom cleaner without the acid. No harmful fumes or vapours. Cleans and deodorizes safely and effectively. Use as an effective cleaner for all porcelain areas.</li></ul> <p>UL 2794 - Standard for Sustainability for Disinfectants and Disinfectant Cleaners</p> <ul style="list-style-type: none"><li>• Sunrise – Disinfectant -&gt; Sunrise is a disinfectant, cleaner, deodorizer and toilet bowl disinfectant for hospitals, nursing homes, and most places where disinfection is important. It is rated to kill a wide range of bacteria and viruses.</li></ul>
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 recognize that sustainability is a critical priority for some Canoe members, and we are committed to supporting their efforts to achieve these goals. Our approach involves a comprehensive assessment where we understand each member's unique sustainability objectives, including reducing environmental impact, improving energy efficiency, and promoting the use of eco-friendly products.</p> <p>Our knowledge of sustainable products enables us to effectively assist Canoe members in incorporating eco-friendly options into their market baskets. Our EV products are designed to provide a complete cleaning system for commercial and industrial sites. These products are Ecologo approved. The environmental features include:</p> <ul style="list-style-type: none"><li>• Readily biodegradable</li><li>• No ozone depletion potential</li><li>• No harmful fumes or hidden toxins</li><li>• No phosphates</li></ul> <p>UL 2759 - Standard for Sustainability for Hard Surface Cleaners</p> <ul style="list-style-type: none"><li>• Red Rock – Neutral floor cleaner -</li><li>• Rain – Glass cleaner</li><li>• Tornado – General purpose/degreaser</li><li>• Hurricane – Washroom cleaner</li></ul> <p>UL 2794 - Standard for Sustainability for Disinfectants and Disinfectant Cleaners</p> <ul style="list-style-type: none"><li>• Sunrise – Disinfectant</li></ul> <p>Stewardship of the environment is extremely important to W.E. Greer Ltd., as demonstrated by the following initiatives:</p> <ul style="list-style-type: none"><li>• We produce our high quality concentrated cleaning chemicals made for the Canadian environment in our manufacturing plant, including our INDO EV line of Eco Logo Certified cleaning chemicals.</li><li>• We use a closed-loop manufacturing system. Rinse water from one batch is stored and used as the water component for the next batch, ensuring no waste chemicals enter the city water system.</li><li>• All W.E. Greer Ltd. products are NP9 free and comply with the current Environment Canada requirements.</li><li>• Whenever possible we use recycled products and use materials which can be recycled in our packaging.</li><li>• We distribute Polykar bags made from 100% recycled resins. The Polykar plan is certified to ISO 14000 standards for environmental compliance.</li><li>• The majority of our plastic bottles are made from recyclable high-density polyethylene (HDPE) material.</li><li>• We continually source new environmentally friendly products which help maintain the integrity of our environment.</li><li>• Waste management systems which help you manage your recyclable waste effectively.</li><li>• Our vendor for cleaning equipment – Tennant Co. – fits perfectly into green cleaning programs. Features vary by product, but some of their green cleaning advantages include:</li><li>• Flexible cleaning systems, which allows you to effortlessly switch between water only cleaning, and different cleaning intensities at the touch of a button.</li><li>• ecH2O Nanoclean technology is the next generation of detergent-free cleaning that cleans effectively on a wide range of soils, saves money, and reduces environmental impact compared to daily floor cleaning chemicals.</li><li>• Dual cleaning mode on some carpet extractors use less water and detergent.</li><li>• Battery powered equipment have environmentally preferred gel and AGM batteries.</li><li>• Quiet mode operation on Tennant equipment results in better noise control and more available cleaning hours.</li><li>• Vacuum cleaners with HEPA and/or multi-level filtration systems eliminate more particles.</li></ul>
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?	Yes

## 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.	<p>Marketing Strategy</p> <ul style="list-style-type: none"> <li>o Research and Identify customers needs -&gt; we will have meetings with the people involved to understand the specific needs and struggles regarding janitorial products and procedures. We will talk about environmental concerns, budget, safety regulations and efficiency requirements.</li> <li>o Tailored Product Solutions -&gt; W.E. Greer will work on developing a tailored program solution for each client based on their specific needs, such as</li> <li>o Training Sessions-&gt; W.E. Greer provide hands-on instructor-led training customized to your needs at the location of your choice. We work with you to develop a detailed training schedule for your facilities and their individual needs. This complementary training can be done on-site at a time convenient for you and your custodial staff. There will be no cost to you for the training.</li> </ul> <p>Basic custodial training includes:</p> <ul style="list-style-type: none"> <li>• Sanitation Citation training, including the basics of chemical cleaning</li> <li>• Product orientation for new staff</li> <li>• Product use and product support training for existing employees</li> <li>• Demonstration of operation and routine maintenance for all new equipment</li> </ul> <p>The training will include procedures to improve efficiency on the use of our products in areas such as:</p> <ul style="list-style-type: none"> <li>• Floor care – hands on assistance with implementing a low-maintenance floor care program, including burnishing, stripping, deep scrubbing and refinishing</li> <li>• Locker room, shower room, and washroom care</li> <li>• Carpet care</li> <li>• WHMIS 2015 (with new Globally Harmonized System (GHS))</li> <li>• Cleaning ergonomics</li> <li>• Other training as required</li> </ul> <p>Online Training</p> <p>W.E. Greer Ltd. is dedicated to delivering high-quality, accessible, and engaging training solution, reason why we are working on an on-demand online training site 'JaniLearn' designed to meet the diverse learning needs of our customers. With JaniLearn, customers will get a training program that features the products and cleaning procedures that the custodial staff use on a regular basis to clean and disinfect.</p> <p>Key Features:</p> <ul style="list-style-type: none"> <li>• Flexible Learning Environment: Our on-demand training site provides learners with the flexibility to access training materials anytime, anywhere, and at their own pace. Whether on desktop, tablet, or mobile device, users can conveniently engage in learning activities that fit their schedule and preferences.</li> <li>• Diverse Content Library: W.E. Greer is working to have a vast selection of training modules covering all cleaning procedures.</li> <li>• Interactive Learning Experience: Courses are made up of topics and learning blocks designed to inform and engage the learner with interactive, animated 3D training.</li> <li>• Certification and Assessment: Upon completion of training modules, learners have the opportunity to earn certifications to validate their achievements and demonstrate proficiency in specific areas. A knowledge test is integrated into the platform to track progress and ensure learning objectives are met.</li> <li>• Progress Tracking and Reporting: Administrators and supervisors have access to comprehensive tracking and reporting tools to monitor learner progress, performance, and participation.</li> <li>• Language Availability: Courses will be available in English and Spanish. JaniLearn is working on adding more languages to the platform.</li> </ul> <ul style="list-style-type: none"> <li>o Demonstration and Trail Programs -&gt;</li> <li>o Online Presence and Content Marketing -&gt; W.E. Greer will keep the customers up to date regarding cleaning products, procedures and equipment. Will share informative tailored to each customer, such as cleaning tips, best practices, etc.</li> </ul> <p>Value Added Services</p> <p>W.E. Greer knows that the road to successful facility maintenance can be long and winding. With our Consult 360 Program we can help you with this value added benefits:</p> <p>Lunch and Learn: we can do it at our head office with a tour of our manufacturing plant.</p> <p>Site Inspections: Our consultants perform quality assurance site evaluations to let you know where your facility's trouble areas are and how to resolve the issues</p> <ul style="list-style-type: none"> <li>o Info Clean: many facilities clean for appearance, but is that the whole story? What are the hidden costs if a facility's cleaning program is inadequate? Our staff can communicate what is important and why in order to help you prioritize your cleaning program and to have the best workload scheduling.</li> <li>o ATP Tester: Hygiene ATP meter. Readings give an objective indicator of cleanliness</li> </ul> <p>Best Planning for consumer Supplies: quality versus value is an age old question. We help to plan your paper, cleaning product and soap consumables so you achieve the best balance between value and quality based on your facility's requirements.</p> <p>New facility Planning: We can help you to consult during the design and development stages to ensure proper placement of maintenance amenities.</p> <p>GoCanvas Inspection reports: W.E. Greer Ltd. uses a web form service called Canvas, which allows us to conduct site inspections, call notes, quality control, and more from a smart phone. It eliminates the need to cart around annoying multi-part forms, and allows you to submit your valuable data instantly to your key personnel. If desired, we can set up and create Canvas forms for priority level customers.</p> <p>Greer Canvas is an umbrella of forms ideal for the janitorial and sanitation sector, including:</p> <ul style="list-style-type: none"> <li>o Equipment Evaluation Forms</li> <li>o Commercial Facility Inspections</li> <li>o Sanitation Reports</li> <li>o Qual-10 Testing Logs</li> </ul> <p>The completed electronic forms are submitted by email to the key personnel of your choice.</p>
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?	Canoe plays a pivotal role in demonstrating the value of this contract to its members. Through active promotion, education, and providing support to its members, W.E. Greer expects that Canoe members fully understand and utilize the contract's benefits.
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.	To effectively train our sales force on the value of utilizing group purchasing like the Canoe contract, we will implement a structured training program with ongoing support.
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.	<ul style="list-style-type: none"> <li>• Internal Client Orientation Meeting -&gt; Understand Success criteria, W.E. Greer team will go through our new customer checklist to align on objectives, roles and responsibilities for implementing the contract.</li> <li>• Kickoff Meeting -&gt; Customer &amp; W.E. Greer team introductions   Q&amp;A</li> <li>• Training -&gt; Product Review / Usage</li> <li>• Check in Meeting -&gt; Meet with customer to check customer initial satisfaction. Identification of issues &amp; pending activities.</li> <li>• Initial Success -&gt; Develop next steps for accomplish objectives.</li> </ul>
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?	W.E. Greer will establish key performance indicators (KPIs) to track the performance of the Canoe contract, such as sales revenue generated through Canoe contract transactions. W.E. Greer will regularly evaluate sales team performance against KPIs.
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.)	W.E. Greer's commitment to attending and/or sponsoring Canoe member engagement events is integral to our strategy for building strong relationships within the Canoe network and maximizing the benefits of our partnership.
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 targeted industry and association partnership within Alberta enable us to effectively promote the Canoe contract in this province.



# 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.	W.E Greer provides a 100% guarantee on all products. If one of our products is defective or becomes obsolete, we will issue a credit for return for one year from time of purchase (excludes disinfectants and antibacterial products, which cannot be returned due to the possibility of contamination). Special order items brought in at your request are non-returnable. However, we confirm that the order is correct and authorized prior to proceeding.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	<p><b>Returns Procedure</b> Upon contact, a goods returned form will be started by the Sales Consultant. If being picked up by a Sales Consultant or Greer truck driver, the goods returned form will be signed by the site contact. If a replacement item is being provided, one may be dropped off at the same time. If being picked up by a third party carrier, the goods returned form will be completed upon item return, and a copy forwarded to the customer contact. A credit will be applied to the customer account upon return.</p> <p><b>Re-stocking costs and Procedures</b></p> <p><b>Eligibility for Restocking:</b></p> <ul style="list-style-type: none"> <li>Unused and Unopened Products: products returned for restocking must be unused, unopened, and in their original packaging.</li> <li>Returns for restocking must be initiated within 90 days of the original purchase date.</li> <li>Disinfectants and other products subject to expiry dates are subject to risk of contamination/deterioration and therefore not returnable. (This includes Germ Clean, Germicidal Foam Cleaner, Greer Disinfectant Spray, Germicidal Hand Cleaners, Sunrise, AirX 15/44/44+78/78+/100/109/109+, Vestec 960)</li> <li>Special order items are not returnable nor refundable.</li> </ul> <p>There is no re-stocking fee for Catalyst customers.</p> <p><b>Procedure for Restocking:</b></p> <ol style="list-style-type: none"> <li>Request Authorization: Customers seeking to initiate a return for restocking must contact our customer service team to request authorization.</li> <li>Complete Return Form: Customers are required to complete a return form provided by our customer service, this form will include details such as the reason for return, original order number, and product information.</li> <li>Packaging and Inspection: Products must be repackaged in their original packaging, ensuring that all accessories are included. Our team will inspect the returned products upon receipt to verify eligibility for restocking.</li> <li>Return Shipping: Customers are responsible for arranging and covering the cost of return shipping for products being returned for restocking.</li> <li>Processing and Refund: Upon receipt and inspection of the returned products, refunds for restocked items will be processed. Refunds will be issued to the customer account, minus any applicable restocking fees.</li> <li>Notification: Customers will be notified via email once their return has been processed and the refund has been issued. Any applicable restocking fees will be clearly indicated in the notification.</li> </ol>
3	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><b>Customer Service Program</b> W.E. Greer understands the importance of reliable service and timely delivery to meet the needs of our customers. We prioritize customer satisfaction by manufacturing high-quality chemicals made for our AB weather, chemicals that meet or exceed expectations. We are dedicated to delivering exceptional products and service experiences that instill confidence and trust in our customers. Orders placed before noon will be processed and delivered within 48 hours. Our customer service team is available to address any questions or concerns regarding delivery schedules and commitments, providing responsive support and assistance as needed. Our staff are fully trained, knowledgeable, and helpful. W.E. Greer Ltd. provides our customers with both an Inside Sales and an Outside Sales consultant. This provides your staff with someone who can answer questions on-site on a regular basis, as well as someone who is always reachable by phone during business hours. Our management staff will always take calls to help TEST CUSTOMER deal with questions or concerns.</p> <p><b>Ordering Process</b> There are multiple options for ordering, which includes: Customer-authorized individuals will place orders by phone using a customized order form. Online ordering. This allows you to place orders online 24/7 with the ability for senior management to approve orders placed by custodial staff prior to ordering. Company hours are Monday through Friday, 8 a.m. to 4:30 p.m. We close for statutory holidays.</p> <p><b>Response Time</b> Our standard response times for will be as follows:</p> <ul style="list-style-type: none"> <li>Quotes: &lt;24 hours</li> <li>Phone Calls: &lt;4 hours</li> <li>Emails: &lt;4 hours</li> <li>Follow up to special orders: &lt;24 hours</li> </ul> <p><b>Product Warranty</b> We provide a 100% guarantee on all products. If one of our products is defective or becomes obsolete, we will issue a credit for return for one year from time of purchase (excludes disinfectants and antibacterial products, which cannot be returned due to the possibility of contamination). Special order items brought in at your request are non-returnable. However, we confirm that the order is correct and authorized prior to proceeding.</p> <p><b>Return Policy and Policy on damaged and/or lost goods and Procedures</b> <b>GENERAL</b> Items damaged in shipping, or shipped in error will be accepted as a returned item. The customer will be refunded at invoiced cost.</p> <p><b>HARDGOODS</b> We will accept hard goods returned provided they are unopened, unused and are a regular stock item, in saleable condition.</p> <p><b>CHEMICALS</b> We will accept chemical returns provided they are unopened, unused and are a regular stocked item in saleable condition, purchased within the last 12 months. We are not able to accept returns of disinfectants/germicides and bleach because they are at risk of contamination, and/or deterioration.</p> <p><b>EQUIPMENT</b> Returns on equipment require prior management approval.</p> <p><b>SPECIAL ORDER ITEMS</b> Special order items are not refundable.</p> <p><b>Returns Procedure</b> Upon contact, a goods returned form will be started by the Sales Consultant. If being picked up by a Sales Consultant or Greer truck driver, the goods returned form will be signed by the site contact. If a replacement item is being provided, one may be dropped off at the same time. If being picked up by a third party carrier, the goods returned form will be completed upon item return, and a copy forwarded to the customer contact. A credit will be applied to the customer account upon return.</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.	<ul style="list-style-type: none"><li>• Registration: The Canoe member contacts our sales team to express their interest in setting up an account. W.E. Greer will send a registration form for them to provide such as company name, contact details, and billing information. A credit application will be sent out as well.</li><li>• Account Setup Form: We provide Canoe members with an account setup form, either as a pdf document or a link to an online form on our website. This form collects essential information, including shipping locations and contact details for individuals authorized to place orders.</li><li>• Contract Verification: Greer sales team contacts the Canoe member to do a final review of the items the member will need.</li><li>• Training and Onboarding: W.E. Greer offers training and onboarding support to help the Canoe member navigate our ordering process, product catalog.</li><li>• Order Placement: The Canoe member now is ready to place orders through their preferred channel, whether it's our online store or direct contact with our sales team.</li><li>• Customer Support: We provide ongoing customer support to assist the Canoe member with any questions, issues, or special requests they may have regarding their account, orders.</li></ul>
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	Canoe members have access to view W.E. Greer products and services on our website, accessible at Janitorial Supplies <a href="https://catalog.wegreer.com/">https://catalog.wegreer.com/</a> . Additionally, they can explore our online store, direct link -> <a href="https://www.wegreer.com/">https://www.wegreer.com/</a> to search for products tailored to their specific requirements. Should a Canoe member require a quote, they can submit a request through our online store, after which one of our Greer representatives will promptly reach out to them with pricing details.  To proceed with placing an order, Canoe members are required to create an account with us beforehand.
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.	No, our products are not available through an e-marketplace.
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?	If an existing W.E. Greer customer has been onboarded as a Canoe member, we will first congratulate them on this transition. Subsequently, one of our representatives will reach out to explain the details and benefits of the W.E. Greer/Canoe contract. We will ensure a smooth transition for the customer to the Canoe program, providing support throughout the process.

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.	W.E. Greer is committed to ensuring full compliance with the Canoe contract. To achieve this, we have established a self-audit process that includes regular reviews and validations. This process ensures that all aspects of the contract are adhered to, and any discrepancies are promptly addressed.  Self-Audit Process <ul style="list-style-type: none"><li>• We conduct internal audits on a quarterly basis to review and validate compliance with the Canoe contract.</li><li>• Price List verification: Our team verifies that all pricing provided to Canoe members matches the agreed-upon contract rates. This includes cross-referencing current price lists with the contract terms.</li></ul>
2	Do you allow public entities to order from multiple contracts and GPOs?	Yes
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?	W.E. Greer system easily allows a main account to be set up with multiple ship-to locations. We can set up all accounts as a "customer type" so all accounts we will have the same contract pricing for all products. We have the flexibility to send invoices to one central location, or to specific addresses depending on the ship-to location.

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	N/A
2	The same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments OR	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
3	Better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	<input checked="" type="radio"/> Yes <input type="radio"/> No	The pricing offered is below our standard rates for these organizations, determined by our calculated margins.

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 type="radio"/> Yes <input checked="" 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 type="radio"/> Yes <input checked="" type="radio"/> No	
Various rags, cloths and wipes	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Receptacles and containers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Recyclable handling equipment	<input type="radio"/> Yes <input checked="" 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 type="radio"/> Yes <input checked="" type="radio"/> No	

REVISED Shipping and pricing incentive

Line Item	Question	Reponse *
1	As applicable, present additional pricing details including any volume discounts, additional discounts or rebates or incentives, payment terms etc.	Payment terms are net 15.
2	Explain your delivery or courier model.	At W.E. Greer, we understand the importance of delivering exceptional service while adhering to strict timelines and quality standards. Our proposed delivery model for this project is designed to ensure efficiency, transparency, and client satisfaction at every stage. Once orders are placed, deliveries are made by our Greer delivery truck in the Edmonton area based on the delivery schedule below. o Monday: Leduc/Nisku/Seamont o Tuesday: City of Fort Saskatchewan o Wednesday: St.Albert / Castledowns o Thursday: Sherwood Park/ Ardrossan o Friday: Spruce Grove / Stony Plain For deliveries outside of the Edmonton area, we used our long-standing freight providers, such as Grimshaw, Loomis, LA-Crete, Highway 9, Rosenau. If order is in by noon, deliveries will be made within 48 hours.
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).	Every order gets a \$10 surcharge, unless the order goes collect or it's picked up.
4	Indicate your minimum amount and incentive in order for members to get free shipping.	We have attached a freight prepaid minimum by zone pdf document on the document section of portal.
5	Specify any restrictions for free shipping as applicable. (El weight, volume, geographical locations etc.)	N/A – as long the minimum order is met.
6	Outline how prices may be subject to change over the term of the agreement.	Prices may be subject to change in the event of any vendor price increases affecting our products or services. W.E. Greer is committed to promptly informing Canoe of any documented price increases provided by our vendors.

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.		<p>Robotic Cleaning Machines</p> <p>We are partnered with The Tennant Company a global leader in sustainable cleaning technologies and equipment. W.E. Greer offers all sizes of Robotic machines to address labor challenges, drive efficiencies and maintain a high standard of cleaning with a robotic solution designed to work safely and efficiently alongside employees.</p> <p>Econolease</p> <p>We've partnered with Econolease to provide affordable lease-to-own options for equipment. With Econolease customers get:</p> <ul style="list-style-type: none"><li>• High approval rate</li><li>• Quick Approval: Approvals typically happen within 24 hours</li><li>• Low Monthly Payments</li><li>• Own your Equipment</li><li>• 100% Tax Deductible</li><li>• Flexible terms, ranging from 12 to 60 months.</li></ul>
Include your payment term.		Net 15
Describe your trade-in program if offered.		N/A

NEW Agreement acceptance

Please review the draft agreement, indicate your acceptance and proposed changes if any as applicable.

Article	We agree and accept *	If no, indicate your proposed changes or N/A *
ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 3 FINANCIAL MATTERS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 4 TRADE-MARKS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 5 REPRESENTATIONS AND WARRANTIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 6 CONFIDENTIAL INFORMATION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 7 INDEMNITY AND LIABILITY	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 8 TERM AND TERMINATION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 9 FORCE MAJEURE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 10 DISPUTE RESOLUTION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 11 GENERAL	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
SCHEDULE "A" PROGRAM DETAILS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	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.	<p>W.E. Greer Ltd. is an Alberta company. Where possible, we source raw materials and packaging within Alberta. We believe that keeping Alberta's economy strong is a top priority.</p> <p>We purchase some of our packaging (all 1.9L bottled products) through Chrysalis, an Alberta Society for Citizens with Disabilities.</p> <p>Also, our president donates to many different organizations through the province, such as Breast Friends Society, Golf Tournaments from different cities, etc., and some other ones that are actually part of Canoe (Strathcona County).</p>

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.	W.E. Greer works with Indigenous companies towards achieving their respective goals for janitorial programs.

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](#) - Robotic machines.pdf - Thursday June 06, 2024 08:38:47
- [Warranty information - optional](#) - NEW 052023 Tennant Warranty.pdf - Thursday June 06, 2024 08:31:05
- [Information on goods offered - optional](#) - W.E. Greer pricing - Canoe.pdf - Thursday June 06, 2024 08:33:15
- Hot item list and prices - optional (optional)
- [Additional Document](#) - W.E. Greer Distributor Letters & freight prepaid minimum.pdf - Thursday June 06, 2024 08:56:56

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

- 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:

- is the sole property of Canoe and must be treated as confidential;
- is not to be used for any purpose other than replying to this SOLICITATION and the performance of any subsequent contract for the Deliverables;
- must not be disclosed without prior written authorization from Canoe; and
- 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:

- 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
- 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):

- make public the names of any or all Proponents;
- 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;
- waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
- contact or not contact any or all references provided by the Proponent;
- 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);
- 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;
- 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;
- disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- 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;
- disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
  - are subject to final judgments in respect of serious crimes or other serious offences; or
  - 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;
- disqualify any Proponent if the Proponent has failed to pay taxes;
- 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;
- accept or reject a Proposal if only one Proposal is submitted;
- accept any Proposal in whole or in part;
- reject a subcontractor proposed by a Proponent within a consortium;
- reject a Proposal:
  - if CANOE or RMA has initiated a dispute, claim or litigation with that Proponent;
  - 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;
  - if the Proponent has failed to satisfy an outstanding debt to CANOE or RMA;
  - if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
  - if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
  - if CANOE determines that it would not be in the public interest to accept the Proposal;
  - select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CANOE; or
  - 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.

- Sandra Jovel, Marketing Coordinator, W.E. Greer Ltd

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

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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