

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: Bunzl Canada Inc.

Supplier Corporate Jurisdiction: 3150 Harvester Road, Unit 100 Burlington, Ontario L7N 3W8
(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 **until July 31, 2027**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of **up to 2** year by written agreement of Canoe and Supplier.

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 C	Marketing and Promotion of Agreement

1.5 Order of Priority

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

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

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

ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

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

2.2 Responsibilities of the Supplier

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

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

2.3 Responsibilities of Canoe

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

2.4 Program Leads

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

2.5 No Guaranteed Volumes

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

2.6 Exclusivity

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

2.7 Conflict of Interest

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

ARTICLE 3 FINANCIAL MATTERS

3.1 Maximum Pricing

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

3.2 Administrative Fees

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

3.3 Supplier Expenses

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

3.4 Billings and Payment

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

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

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 (15th) 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 in xls format.
- (c) All reports must include:
 - (i) Member name, number and address, province
 - (ii) Canoe contract number
 - (iii) Purchase order number
 - (iv) Transaction/PO date
 - (v) Accounting date
 - (vi) Delivery date
 - (vii) Sales for the reporting period
 - (A) Total purchase in Canadian dollars

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

ARTICLE 4

TRADE-MARKS

4.1 Trade-mark License and Branding

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

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

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

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations by Each Party

Each Party represents and warrants to the other that:

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

5.2 Representations by the Supplier

The Supplier represents and warrants that:

- (a) it is properly qualified, licensed, equipped, and financed to provide the Program and perform its obligations under this Agreement and any Purchase Agreement;
- (b) if the Supplier is a manufacturer or wholesale distributor, the Supplier has a documented relationship with a suitable dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Purchase Agreement on behalf of the Supplier – 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 creation of the record 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). Provided such measures can be implemented using Supplier's internal resources and without additional capital expenditures.

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 third-party action, claim, demand, cost, charge, losses, and expenses (including reasonable 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 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 Member 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.

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 Hannemann, General Manager of
Canoe Tel: 780.955.8403
Email: Tyler@canoeprocurement.ca

Any Notice to the Supplier shall be addressed to:

BUNZL CANADA INC.
3150 Harvester Road, Unit 100
Burlington, Ontario L7N 3W8

Attention: Greg Durocher, Sales Manager – Alberta North
Tel: (780) 818 2190
Email: Greg.Durocher@bunzlch.ca

With a copy to:
Bunzl Canada Inc. Attention: Legal Department
One CityPlace Drive, Suite 200
St. Louis, MO 63141, USA
Email: Legal.Department@bunzlusa.com

11.3 Insurance Obligations

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

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

- (b) a cross-liability clause;
- (c) contractual liability coverage; and

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 (Jan 13, 2025 08:57 MST)
 Name: Tyler Hannemann
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: **BUNZL CANADA INC.**

By: 
 John Howlett (Jan 13, 2025 11:52 EST)
 Name: John Howlett
 Title: President, Bunzl Canada

SCHEDULE "A"

RFP PARTICULARS

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

SOLUTIONS-BASED SOLICITATION

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

1. Requested goods

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

2. Utilization of the contract – Canoe members

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

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

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

Delivery and Logistics

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

3. Requirements

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

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

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

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form and Specification Questionnaires

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

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

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

2. Pricing

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

C. MANDATORY TECHNICAL REQUIREMENTS

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

D. PRE-CONDITIONS OF AWARD

- Submission of proof of insurance

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

CAN 2024-007 - Janitorial Supplies and Related Equipment

Opening Date: April 30, 2024 3:22 PM

Closing Date: June 6, 2024 3:00 PM

Vendor Details

Company Name: Bunzl Cleaning & Hygiene
2642 184 St NW
Address: Edmonton, Alberta T5V 1T4
Contact: Greg Durocher
Email: greg.durocher@bunzlch.ca
Phone: 780-818-2190
HST#:

Submission Details

Created On: Friday May 10, 2024 09:23:34
Submitted On: Thursday June 06, 2024 07:16:29
Submitted By: Greg Durocher
Email: greg.durocher@bunzlch.ca
Transaction #: ec3bbcf4-ff32-4825-86d6-0d3557e03ea6
Submitter's IP Address: 70.74.199.41

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):	Bunzl Canada Inc. operating as Bunzl Cleaning and Hygiene
2	Proponent Address:	3150 Harvester Road, Unit 100 Burlington, Ontario L7N 3W8 Phone: (289) 266-1200
3	Proponent website address:	https://bunzlcanada.ca and https://bunzlch.ca/
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	John Howlett john.howlett@bunzlcanada.ca President- Bunzl Canada
5	Proponent's primary contact for this proposal (name title address email address & phone):	Jay Creek Director - National Accounts BUNZL CLEANING & HYGIENE 12642 - 184 Street NW, Edmonton, AB, T5V 1T4 Cell: 780-446-0440 Jay.Creek@bunzlch.ca
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	N/A
7	Proponent GST registration number:	882073166RT0018
8	If the Proponent is representing a consortium, each member of that consortium.	We are a single entity
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.	Over 45,000 Canadian businesses, educational institutions and healthcare facilities rely on Bunzl Canada, a division of Bunzl plc, for their critical operating supplies. As Canada's largest cleaning and hygiene specialist supplier, Bunzl Cleaning & Hygiene helps organizations right across the country maintain healthy spaces in which to work, learn and play.
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	None

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

Experience and program offering

Line Item	Question	Response *
1	Provide a high level description of the goods that you are offering in your proposal. Provide information on the quality standards and certifications of your goods. You can attach a more detailed list in the procurement portal.	Over 45,000 Canadian businesses, educational institutions and healthcare facilities rely on Bunzl Canada, a division of Bunzl plc, for their critical operating supplies. As Canada's largest cleaning and hygiene specialist supplier, Bunzl Cleaning & Hygiene helps organizations right across the country maintain healthy spaces in which to work, learn and play. [12:41 p.m.] Sean Jejo Our roots in Western Canada run deep. Bunzl Cleaning & Hygiene (Bunzl CH) began in the West as Wesclean Equipment & Cleaning Supplies. Our cleaning and hygiene experts grew up in local cleaning and hygiene companies including Wesclean Equipment & Cleaning Supplies, Morgan Scott, Acme Supplies, Planet Clean, Apex Sanitation and Prescott SM. Together, we bring you a unique combination of local relationships and expertise combined with our industry-leading brands, first-to-market innovations, our trusted REGARD product line and a full range of cleaning equipment, technical service and support. Most importantly, we bring you an attentive, responsive, dedicated team that has worked throughout Alberta since 1975, and intimately understands the unique requirements post-secondary educational facilities. We know that efficient day to day operations can't be achieved without uninterrupted supply, consistent quality and ease of ordering, and these critical components are core to everything we do. Our industry-leading fill rates ensure consistent product supply, and our long-term supplier relationships ensure you have access to the best quality products at the best possible value. Our convenient, online ordering platform not only makes acquiring the supplies you need quick and convenient, but it also assists with budget visibility and management, approval levels, and approved purchasing options. Our innovative technologies help to optimize labour allocation, increasing efficiency and quality while helping to manage rising costs. We look forward to understanding more about your unique challenges so we can further customize our offering to your specific needs. Bunzl Cleaning & Hygiene As Canada's largest cleaning and hygiene specialist supplier, we help organizations right across Canada maintain healthy spaces to work, live and play in.
2	Provide a high level description of equipment rental program you offer if applicable.	We do not offer a rental program
3	What is your Canadian public sector market share for the solutions that you are proposing?	Bunzl Canada's current market share is approximately 25%
4	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	By choosing Bunzl CH, the CANOE Purchasing Group, will benefit from global purchasing power, a national supply network and an expert local service team committed to continuously exceeding your service expectations. This unique combination ensures a consistent, local supply of sanitary, custodial and janitorial items and a wide range of other product categories, including personal protective equipment. Our sourcing teams work on your behalf to source the industry's best products and brands delivering the best possible value. Our fill rates lead the industry, and we support you with an appropriate inventory position, a national network of customer fulfillment centers and regional parts depots to ensure access to the right products - wherever and whenever you need them.
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 a wholesaler/distributor for all our products and brands
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.	None are required
7	Within this RFP category there may be subcategories of products. List subcategory titles that best describe your products and services.	We are full service janitorial supply provider. This includes the sale and service of janitorial equipment.
8	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	BCH belongs to some of the largest GPO's in the country including Complete Purchasing Services, Silver Group Purchasing (Vendor of the Year for 2023 and 2 other times), OEMC (Platinum Supplier x 3 including 2022 and 2023), HealthPro, MedBuy, FocusEd and many other groups.

Sales and distribution network

Line Item	Question	Response *
1	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. a. Sales force. b. Dealer Network or distribution methods. c. Service personnel/teams. Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales and service functions.	BCH has 25 locations across Canada with 330 employees Our locations include: Courtenay BC, Kewlonia BC, Regina SK, Nanaimo BC, Cranbrook BC, Saskatoon SK, Duncan BC, Calgary AB, Winnipeg MB, Victoria BC, Edmonton AB, Etobicoke ON, Vancouver, BC, Fort McMurray AB, Kingston ON, Abbotsford BC, Lethbridge AB, Lachine QC, Kamloops BC, Grande Prairie AB, Medicine Hat AB, Richmond BC, Halifax NS
2	If applicable, describe how your distribution partners will be leveraging the contract? If not applicable please write N/A	NA
3	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.	BCH has the largest market share for cleaning and hygiene supplies for government funded organizations including, Education, Health Care and Government including local, municipal, provincial and federal. We are successful because we have a sales team of 60 people that work with the individual organizations to discover their needs and customize solutions including delivery, training, technical equipment repair, digital solutions and our inhouse marketing team that provides custom made solutions.
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.	BCH provides an omni channel solution for customer interaction. This includes a custom E-commerce solution that allows our customers to choose controls that act as "Big Brother". Meaning they have complete control on how, who, when and why their organization can purchase. We have a 98% fill rate and orders placed by noon it is shipped the next business day. The fill rate is available on line for review at any time. In addition we have a mobile technical service team of 35 that fixes all brands of cleaning equipment on site. Response is within 24 hours and service on site is within 24 working hours but we strive for next day

Supply chain reliability and details

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	Our industry-leading fill rates ensure consistent product supply, and our long-term supplier relationships ensure you have access to the best quality products at the best possible value. Our convenient, online ordering platform not only makes acquiring the supplies you need quick and convenient, but it also assists with budget visibility and management, approval levels, and approved purchasing options. Our innovative technologies help to optimize labour allocation, increasing efficiency and quality while helping to manage rising costs.
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	<p>Our knowledgeable sales, service, delivery and support staff are committed to providing personalized customer service. We strive for a 100% fill rate and zero back orders, but the unexpected does happen. In that event we can offer timely deliveries from our fully stocked facilities located across Canada. Our fill rates typically lead the industry and consistently top 98.5% on standard stocking items. We will notify the CANOE Purchasing Group Members if a backorder cannot be filled within a five-day window.</p> <p>When the CANOE Purchasing Group Members enters an order into the Bunzl CH online ordering portal, the system immediately displays which items are on back order. As we receive inventory from our vendors, your orders will be updated as any back orders are fulfilled.</p> <p>In the occurrence of backordered products, substitutions will be offered to the CANOE Purchasing Group Members that of like quality and or performance.</p>
3	Explain your shipping and delivery details, timelines including any exceptions.	<p>Our hours of operation are Monday to Friday, 8:00 a.m. to 5:00 p.m. An afterhours emergency number will provide after hour, weekend and holiday service to CANOE Purchasing Group Members as required. This preferred service is provided to the CANOE Purchasing Group Members at no additional charge.</p> <p>We have 19 warehouses Nationally, with 15 additional branches across Canada as a fall back to ensure prompt, reliable supply and delivery to all facilities. Our standard delivery services are as follows:</p> <p>Orders received before 3 PM will be delivered next day. Orders that are back ordered will be shipped complete within 5 working days.</p> <p>CANOE Purchasing Group Members deliveries will be made exclusively on Bunzl CH owned trucks and approved 3rd party carriers when required.</p> <p>Pick up orders can be fulfilled same day by contacting Customer Service. We will determine with the CANOE Purchasing Group Members the best communication plan for deliveries, being mindful of best times, locations, methods to deliver and which people to contact.</p> <p>Bunzl CH Customer Service Standard Operation Procedures Include:</p> <p>Prompt response to customer inquiries either by phone, electronically or face to face</p> <p>Processing of orders in our ERP system</p> <p>Communicating with Canoe to confirm pricing and delivery dates.</p> <p>Confirming estimated delivery timelines for back orders and offering suitable substitutions if available</p> <p>Working with our Purchasing department to ensure optimal stock levels in branches to fill orders</p> <p>Invoicing after our warehouse has picked the orders.</p> <p>Bunzl CH is committed to provide personalized customer service and if the successful proponent, we will survey the CANOE Purchasing Group Members locations to understand any unique delivery requirements. We will then work with our national logistics team and regional warehouse leaders to build a customized delivery program. Location profiles will be updates in our ERP system to identify any special instructions. Instructions are printed on the packing slip and Bill of Lading. The Bunzl CH delivery team will execute any special instructions printed on the delivery ticket.</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>We share your commitment to sustainability. Working together, we can optimize and protect scarce resources while making the CANOE Purchasing Group Members spaces safer, cleaner and more hygienic. We bring you deep expertise in sustainable cleaning and hygiene to save water, energy and labour, and we work closely with our suppliers' product development teams to bring you recyclable and certified green products. We source manufacturers with proven track records on improving and enhancing the sustainability of their production practices as well as waste minimization and diversion strategies.</p> <p>Bunzl Canada has demonstrated our commitment to sustainable practices, particularly in the development of our REGARD™ Eco line of cleaning products. This innovative product line, featuring ECOLOGO® and Green Seal™ certifications, reflects our dedication to environmental responsibility. Our products are formulated to be non-caustic, hypoallergenic, and provide a safer and healthier cleaning alternative. The use of concentrated formulas in the REGARD™ Eco line along with innovative packaging formats and recycled material has significantly reduced environmental impact by delivering more end-use cleaning solution in fewer shipments and reducing the environmental impact of our customers' cleaning programs. All REGARD paper products are either FSC, Green Seal or EcoLOGO certified alongside our REGARD can liners.</p> <p>REGARD® low-density (LLDPE) liners are made with high-performance virgin and recycled LLDPE resins using the most advanced manufacturing technology. Choose REGARD® to Right-Size your garbage bag program with a minimum of 10% less plastic per bag without sacrificing durability. Featuring a superior dart, tear, and tensile strength with no less than 20% recycled plastic content. REGARD® low-density (LLDPE) liners are ECOLOGO® certification leading to LEED certification points to help reduce your environmental footprint all while being proudly Canadian-made.</p> <p>REGARD® high-density (HDPE) garbage bags are made with high-performance virgin and recycled HDPE resins using the most advanced manufacturing technology. Choose REGARD® to Right-Size your garbage bag program with a minimum of 10% less plastic per bag without sacrificing durability. Featuring a superior dart, tear, and tensile strength with no less than 20% recycled plastic content. All while being 30-50% thinner and three times stronger, more temperature resistance and added moisture protection. REGARD® high-density (HDPE) garbage bags are ECOLOGO® certification leading to LEED certification points to help reduce your environmental footprint all while being proudly Canadian-made.</p> <p>Bunzl is adapting to shifting customer expectations by providing a broad range of environmentally preferable product options, including less carbon intensive products. We have invested in new category management and sourcing resources to further the objective of reducing both our customers' and our own carbon footprint, along with building extensive sustainability expertise within the company to help provide advice and information on the carbon impact of our products and operations.</p>
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 share your commitment to sustainability. Working together, we can optimize and protect scarce resources while making the CANOE Purchasing Group Members spaces safer, cleaner and more hygienic. We bring you deep expertise in sustainable cleaning and hygiene to save water, energy and labour, and we work closely with our suppliers' product development teams to bring you recyclable and certified green products. We source manufacturers with proven track records on improving and enhancing the sustainability of their production practices as well as waste minimization and diversion strategies.</p> <p>Bunzl Canada has demonstrated our commitment to sustainable practices, particularly in the development of our REGARD™ Eco line of cleaning products. This innovative product line, featuring ECOLOGO® and Green Seal™ certifications, reflects our dedication to environmental responsibility. Our products are formulated to be non-caustic, hypoallergenic, and provide a safer and healthier cleaning alternative. The use of concentrated formulas in the REGARD™ Eco line along with innovative packaging formats and recycled material has significantly reduced environmental impact by delivering more end-use cleaning solution in fewer shipments and reducing the environmental impact of our customers' cleaning programs. All REGARD paper products are either FSC, Green Seal or EcoLOGO certified alongside our REGARD can liners.</p> <p>REGARD® low-density (LLDPE) liners are made with high-performance virgin and recycled LLDPE resins using the most advanced manufacturing technology. Choose REGARD® to Right-Size your garbage bag program with a minimum of 10% less plastic per bag without sacrificing durability. Featuring a superior dart, tear, and tensile strength with no less than 20% recycled plastic content. REGARD® low-density (LLDPE) liners are ECOLOGO® certification leading to LEED certification points to help reduce your environmental footprint all while being proudly Canadian-made.</p> <p>REGARD® high-density (HDPE) garbage bags are made with high-performance virgin and recycled HDPE resins using the most advanced manufacturing technology. Choose REGARD® to Right-Size your garbage bag program with a minimum of 10% less plastic per bag without sacrificing durability. Featuring a superior dart, tear, and tensile strength with no less than 20% recycled plastic content. All while being 30-50% thinner and three times stronger, more temperature resistance and added moisture protection. REGARD® high-density (HDPE) garbage bags are ECOLOGO® certification leading to LEED certification points to help reduce your environmental footprint all while being proudly Canadian-made.</p> <p>Bunzl is adapting to shifting customer expectations by providing a broad range of environmentally preferable product options, including less carbon intensive products. We have invested in new category management and sourcing resources to further the objective of reducing both our customers' and our own carbon footprint, along with building extensive sustainability expertise within the company to help provide advice and information on the carbon impact of our products and operations.</p>
As part of updating their market basket, Members may require samples and products for testing and evaluation purposes to ensure the sustainable products are suitable for their requirements. At the end of the evaluation, members are under no obligations to purchase these products if the products are not suitable for their requirements. Do you agree?	We have a robust sample and demonstration program that can be executed with the assigned sales professional

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>Technical Support</p> <p>Specific on-site training programs led by our cleaning and hygiene experts will be made available to the CANOE Purchasing Group Members at no additional cost. Sessions can be made available on-site or remotely. Training in specific techniques and procedures will include but are not limited to:</p> <p>Workplace Hazardous Information System (WHMIS) training Material Safety Data Sheets (MSDS) Safety training Floor maintenance, including but not limited to scrubbing, stripping, burnishing and floor finish Washroom maintenance, focusing on Products and procedures Dilution training, frequency of application, consequences of improper use or improper dilution, disposal of the Product, use and maintenance of the equipment and safe handling and spill cleanup procedures Infection and disease control Carpet cleaning and spotting Green Product awareness and application New Product orientation Dispenser training Support from the CANOE Purchasing Group Membersupper management in communication of the programs and expectations at the field level</p> <p>We also offer on-site training in sanitizing vs disinfecting, blood borne pathogens, hand care and more. We will be happy to customize any other training the CANOE Purchasing Group Members requires in relation to the contract.</p> <p>Vendor Training / Demonstrations Bunzl CH enjoys longstanding relationships with the industry's best manufacturers. These suppliers offer a wide range of training programs that are product specific and highly relevant to the evolving requirements for cleaning in educational environments. These sessions will be arranged by Bunzl CH as required and/or on request to ensure all cleaning teams have access to the specific information and resources they need to excel in their day-to-day cleaning activities.</p> <p>Provided reference material (online or other) Custodians and supervisors can access a wide range of continually refreshed resources from our online Learning Centre. These include Tips & Tools, vendor product support materials, How-to guides on topics such as Outbreak Prevention, Hand Hygiene Programs, Floor Care (maintaining specific substrates; restoration etc.) and much more.</p> <p>Video library access will also be made available for review as cleaning teams may request or require.</p> <p>Transition & Implementation Plan Ensuring a successful implementation of a supply and supporting service program requires the involvement of both the Supplier and Customer, in this case Bunzl CH and the CANOE Purchasing Group Members. Having a detailed plan and project lead along with an experienced support team is a crucial component to mitigate risks and minimize "Hiccups".</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?	<p>Our expectation of Canoe is for the organization to continue to drive and communicate the value to the members to engage with the contracts and selected vendors.</p> <p>Ensuring a successful implementation of a supply and supporting service program requires the involvement of both the Supplier and Customer, in this case Bunzl CH and the CANOE Purchasing Group Members. Having a detailed plan and project lead along with an experienced support team is a crucial component to mitigate risks and minimize "Hiccups".</p> <p>Our detailed implementation plan, coupled with a cooperative team from both organizations will reduce these risks and ensure a successful and seamless program roll out.</p> <p>Implementing a new program such as this requires the cooperation of both organizations to ensure a successful and smooth start up. To support this transition, we would need the following from the CANOE Purchasing Group Members:</p> <p>Support from regional and local management for tours of locations Detailed information of locations with current ordering frequencies Details of current purchases with the following: Access to each location where a site tour is required to determine specific product and service needs It is understood all of this information may not be available, but the more detail we are provided, the quicker and smoother the transition will be so the CANOE Purchasing Group Members can begin to realize savings from this program.</p>
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.	<p>Our sales professionals activities are monitored through our CRM and we place a required number of calls per day and week into assigned verticals. These calls are then coupled with the opportunities to present solutions to client issues that are uncovered during the discovery process. The calls and results are reviewed and measured on a weekly, monthly and quarterly basis to ensure that the required coverage is provided to all clients</p>
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.	<p>Ensuring a successful implementation of a supply and supporting service program requires the involvement of both the Supplier and Customer, in this case Bunzl CH and the CANOE Purchasing Group Members. Having a detailed plan and project lead along with an experienced support team is a crucial component to mitigate risks and minimize "Hiccups".</p> <p>Our detailed implementation plan, coupled with a cooperative team from both organizations will reduce these risks and ensure a successful and seamless program roll out.</p> <p>Implementing a new program such as this requires the cooperation of both organizations to ensure a successful and smooth start up. To support this transition, we would need the following from the Edmonton Public Schools:</p> <p>Support from the CANOE Purchasing Group Membersupper management in communication of the programs and expectations at the field level Support from regional and local management for tours of locations Detailed information of locations with current ordering frequencies Details of current purchases with the following: Access to each location where a site tour is required to determine specific product and service needs It is understood all of this information may not be available, but the more detail we are provided, the quicker and smoother the transition will be so the CANOE Purchasing Group Members can begin to realize savings from this program.</p>
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?	<p>Our sales professionals activities are monitored through our CRM and we place a required number of calls per day and week into assigned verticals. These calls are then coupled with the opportunities to present solutions to client issues that are uncovered during the discovery process. The calls and results are reviewed and measured on a weekly, monthly and quarterly basis to ensure that the required coverage is provided to all clients</p>
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.)	<p>We will support events through active attendance and sponsorships</p>
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.	<p>We are members of several industry associations including but limited to: ISSA, BOMA, OECM, OASVO, CHHA, IPAC ect.</p>

Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Reponse *
1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	<p>Bunzl Warranty Statement and Policy:</p> <ul style="list-style-type: none"> • Replacement parts warranty: will vary from 30 to 90 days coverage, dependent on the OEM / manufacturer. E.g. Taski provides a 90-day warranty on replacement parts that Bunzl would provide to customers, Nilfisk – 30-day warranty coverage on replacement parts, Magnacharge – 3 years warranty on AES batteries (see attached), etc. This warranty coverage is for replacement parts only. Travel and labour are extra. • Bunzl is a distributor of and represents several world class companies and floor care brands. With regards to warranty on new equipment, warranty is dependent on manufacturer / OEM warranty policy which varies based on the manufacturer and make / model / type of equipment. Attached are examples of new equipment warranty coverage by manufacturer that Bunzl works with and would provide to CANOE Purchasing Group Member. Warranty is authorized by the Manufacturer / OEM through Bunzl (the distributor) once Bunzl brings potential warranty issue forward to the manufacturer for review and approval.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	<p>Delivering an exceptional customer experience is core to the Bunzl CH culture and to that end we continually introduce new product and service innovations such as:</p> <p>Welcome Guide & Online Ordering Training Webinar New purchasing contacts are provided with a complete customer onboarding kit that provides them with the information and support they need to begin to place orders. Training webinars are conducted to introduce purchasers to our e-Commerce platform, and users are also provided with an electronic order guide.</p> <p>Quarterly Performance Reviews Bunzl CH will schedule performance review meetings with the CANOE Purchasing Group Members, either quarterly or at your preferred frequency. These meetings will enable us to collectively identify improvement opportunities to ensure they are quickly and effectively actioned. Our aim is to exceed your expectations, and your feedback is essential.</p> <p>Customer Service Satisfaction Surveys Our customer service team is committed to continuous improvement and has introduced an online Customer Service Satisfaction Survey to facilitate that. The electronic survey is quick and convenient to complete and will be distributed to all the CANOE Purchasing Group Members purchasing contacts semi annually. The results, along with specific process improvements we have undertaken will be shared with you at our Performance Review Meetings.</p> <p>Bunzl CH Customer Service Standard Operation Procedures Include:</p> <p>Prompt response to customer inquiries either by phone, electronically or face to face Processing of orders in our ERP system Communicating with the CANOE Purchasing Group Members to confirm pricing and delivery dates. Confirming estimated delivery timelines for back orders and offering suitable substitutions if available Working with our Purchasing department to ensure optimal stock levels in branches to fill orders Invoicing after our warehouse has picked the orders.</p> <p>Bunzl CH is committed to provide personalized customer service and if the successful proponent, we will survey the CANOE Purchasing Group Members locations to understand any unique requirements.</p>
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>Delivering an exceptional customer experience is core to the Bunzl CH culture and to that end we continually introduce new product and service innovations such as:</p> <p>Welcome Guide & Online Ordering Training Webinar New purchasing contacts are provided with a complete customer onboarding kit that provides them with the information and support they need to begin to place orders. Training webinars are conducted to introduce purchasers to our e-Commerce platform, and users are also provided with an electronic order guide.</p> <p>Quarterly Performance Reviews Bunzl CH will schedule performance review meetings with the CANOE Purchasing Group Members, either quarterly or at your preferred frequency. These meetings will enable us to collectively identify improvement opportunities to ensure they are quickly and effectively actioned. Our aim is to exceed your expectations, and your feedback is essential.</p> <p>Customer Service Satisfaction Surveys Our customer service team is committed to continuous improvement and has introduced an online Customer Service Satisfaction Survey to facilitate that. The electronic survey is quick and convenient to complete and will be distributed to all the CANOE Purchasing Group Members purchasing contacts semi annually. The results, along with specific process improvements we have undertaken will be shared with you at our Performance Review Meetings.</p> <p>Bunzl CH Customer Service Standard Operation Procedures Include:</p> <p>Prompt response to customer inquiries either by phone, electronically or face to face Processing of orders in our ERP system Communicating with the CANOE Purchasing Group Members to confirm pricing and delivery dates. Confirming estimated delivery timelines for back orders and offering suitable substitutions if available Working with our Purchasing department to ensure optimal stock levels in branches to fill orders Invoicing after our warehouse has picked the orders.</p> <p>Bunzl CH is committed to provide personalized customer service and if the successful proponent, we will survey the CANOE Purchasing Group Members locations to understand any unique requirements.</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.	Members would complete the credit application process. Once the credit application is approved working with assigned sales professional and based on the members needs orders can be placed online, via phone, email or EDI.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	All members will have full access to our online catalogue and when attached to the Canoe contract their pricing based on the agreement will be visible. If for any reason a formal quote outside of the online catalogue is required a quote will be produced and presented by the assigned sales professional.
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.	<p>Ordering methodology</p> <p>BCH customers can place online orders through our New and Improved industry leading e-Commerce platform at their convenience. The system features quick and easy access to products, including pictures and extensive descriptions so you know exactly what you are purchasing. The e-Commerce ordering process is easy and intuitive. It is purchasing online the same way most of us have experienced as a consumer in our daily lives.</p> <p>Our BCH customers have the choice to order from an open catalogue and share pricing information with their employees. Alternatively, they can choose to employ multilevel user access to restrict employees pricing access, order from a pre-approved list for specific ship to locations, and/or implement an approval process on orders. These restrictions can be quickly and easily updated by the customer's administrator should requirements change.</p> <p>Our E-commerce platform helps you find and order the products you need faster, while implementing controls around ordering, so that you can focus on your day to day operations.</p> <p>E-Commerce Features</p> <p>Order Anytime– online access 24/7/365</p> <p>Order easily from anywhere – new system works with any device - computers, tablets, mobile phones</p> <p>Significant reduction in transactional errors</p> <p>Confirmation of product availability</p> <p>Online SDS information</p> <p>Multilevel user access – Enables delegation of ordering function while maintaining management controls</p> <p>Assign budgets by individual site or user and approvals required for over spending.</p> <p>No software to install – all you need is a device with internet access.</p> <p>Your data is encrypted and secure with Transport Layer Security - All services are protected with TLS version 1.2 or higher with full support for TLS 1.3</p> <p>Comprehensive Reporting included</p> <p>It's free! No commitments or obligations.</p> <p>Constantly improving based on customer feedback</p> <p>Reports on E-Commerce</p> <p>In the new Ecommerce system all reports are interactive – easily search for the information you are looking for on the screen. Reports can also be downloaded to a flat file that can then be manipulated in excel or uploaded to another program so you can control how you look at your data.</p> <p>Order History - includes status of order, if backordered, invoiced or still being processed</p> <p>Invoice Summary – includes detail of all products lines and any combination of ship to locations</p> <p>Order Frequency Report – what are you most commonly ordered items</p> <p>Expenditure Repots – by ship to location, purchaser, manufacturers or individual products</p> <p>Monthly Expense Comparison reports</p> <p>Service History – we keep records of your maintenance so you don't have to.</p> <p>Budget detail and summary reports – Control your costs by ship to location.</p>
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 adress this situation?	Should there be an existing client that would like to be onboarded with the Canoe program, we would set up a new account to ensure proper reporting back to Canoe.

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.	<p>Reports on E-Commerce</p> <p>In the new Ecommerce system all reports are interactive – easily search for the information you are looking for on the screen. Reports can also be downloaded to a flat file that can then be manipulated in excel or uploaded to another program so you can control how you look at your data.</p> <p>Order History - includes status of order, if backordered, invoiced or still being processed</p> <p>Invoice Summary – includes detail of all products lines and any combination of ship to locations</p> <p>Order Frequency Report – what are you most commonly ordered items</p> <p>Expenditure Repots – by ship to location, purchaser, manufacturers or individual products</p> <p>Monthly Expense Comparison reports</p> <p>Service History – we keep records of your maintenance so you don't have to.</p> <p>Budget detail and summary reports – Control your costs by ship to location.</p>
2	Do you allow public entities to order from multiple contracts and GPOs?	We can allow multiple contacts and GPO's but we need to be specific on the sku's as sometime there is overlap. We work with the entity to determine the best solution.
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?	We have a full time contracts management team that consists of 5 people. We can provide all types of custom reporting (usually in Excel) including our E-commerce reporting that the customer can review at any time. We are completely flexible and do custom reporting including GL codes and data drops for accounting software

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

REVISED Shipping and pricing incentive

Line Item	Question
1	As applicable, present additional pricing details including any volume discounts, additional discounts or rebates or incentives, payment terms etc.
2	Explain your delivery or courier model.
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).
4	Indicate your minimum amount and incentive in order for members to get free shipping.
5	Specify any restrictions for free shipping as applicable. (El weight, volume, geographical locations etc.)
6	Outline how prices may be subject to change over the term of the agreement.

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>Our cleaning equipment product assortment includes the industry's best known and most trusted brands, and we support those products with expertise in equipment selection, installation, operator training, technical repairs and maintenance services on all cleaning equipment brands. We'll work with you to select the right equipment for each area of your facilities and recommend and implement best practice planned maintenance programs that maximize operating efficiency and service life.</p> <p>We also offer shop repair facilities to carry out maintenance and repairs on all brands of major or minor custodial equipment, including, but not limited to ride-on auto-scrubbers. Our qualified service technicians are certified and authorized to do all required repair and maintenance work. Technical certification documentation will be provided for all technical service team members who will be servicing equipment for the CANOE Purchasing Group Members.</p> <p>Bunzl Cleaning & Hygiene offers a service and preventative maintenance program that helps protect your equipment investment, extend the life of your machinery and optimize performance efficiency. Here's how:</p> <p>Maximizes uptime by decreasing the need for unplanned maintenance.</p> <p>Optimizes efficiency by ensuring machines are using the right settings.</p> <p>Reduces cleaning time and consumable use by ensuring machines are performing optimally.</p> <p>Minimizes wear and tear on machines and surfaces.</p> <p>Lengthens machine life span by servicing issues before they become critical.</p> <p>Offers training opportunities for your team on machine features that maximize efficiency.</p> <p>Protects your equipment value with documented service.</p> <p>Our certified technicians repair and service all types of equipment including:</p> <p>Auto-scrubbers and floor machines</p> <p>Battery, propane and electric burnishers</p> <p>Battery chargers</p> <p>Carpet extractors</p> <p>Vacuum cleaners and floor sweepers</p> <p>Pressure Washers</p> <p>Ride-on sweepers and scrubbers</p> <p>Dehumidifiers</p> <p>Air movers</p> <p>Extractors</p> <p>Foggers</p> <p>Planned Maintenance</p> <p>Why Planned Maintenance?</p> <p>Planned Maintenance (PM) helps you to protect your equipment investments, extend the life of your machine and maintain peak performance. Bunzl Cleaning & Hygiene offers several PM options and are customizable to suit your needs at no extra cost. A Planned maintenance can be scheduled as little as twice a year to keep your equipment and business up and running smoothly.</p> <p>What we offer.</p> <p>Maximum Life / Maximum Performance.</p> <p>Bunzl Cleaning & Hygiene established the Planned Maintenance Program to help you receive the most from your equipment.</p> <p>At each visit your machine is adjusted to ensure maximum performance</p> <p>Protects your investment by correcting small problems before they become big ones</p> <p>When your machine is operating at maximum efficiency, less time will be spent cleaning</p> <p>Scheduled maintenance helps ensure the equipment is operating in a safe condition</p> <p>Maximum Life at Peak Performance.</p> <p>At each Visit your machine is adjusted to ensure maximum performance levels</p> <p>Protects your investment by correcting small problems before they become big ones</p> <p>Machines running at max. efficiency improve productivity</p> <p>Customer Convenience.</p> <p>Regular PM services allows you to schedule machine downtime</p> <p>PM subscribers receive priority scheduling for all calls</p> <p>Full on site repairs are completed at the customers' site</p> <p>Issue One Purchase order for all services</p> <p>Bunzl Cleaning & Hygiene service handles all warranty needs on equipment we sell</p> <p>Cost Savings.</p> <p>Parts and labour are covered under one of the best warranty policies in the industry</p> <p>We only service what needs to be serviced, with the right parts for the application</p> <p>Increase operator productivity with less downtime the machine operating at peak performance</p> <p>Consistent expense tracking</p> <p>Reduce hourly rate for labour during PM</p> <p>Why you should say YES to Planned Maintenance.</p> <p>Ensures peak performance for maximum productivity</p> <p>Improves downtime for less business disruption caused by breakdowns</p> <p>Lower real per-hour operating costs vs. run to fail repair over the life of the machine</p> <p>100+ point checklist provides a record of services performed and ensures all safety equipment is in proper order</p> <p>Frees your own service personnel for other business-related duties</p> <p>Service trucks are stocked with specialized tools and parts to properly service your machine</p> <p>Standard Planned Maintenance Program.</p> <p>Our Standard PM is customizable to suit your business.</p> <p>Includes:</p> <p>Change fluids and filters</p> <p>Complete visual inspection</p> <p>Minor adjustments (and reports on addition needs)</p> <p>Labour for fluids inspection and adjustments</p> <p>Charges = Actual time and materials</p> <p>ca</p> <p>Machine PM assessment times</p> <p>Walk behind Autoscrubber – 1hr</p> <p>Ride on Autoscrubber – 1 ½ hr</p> <p>Walk behind sweeper – 1hr</p> <p>Carpet Extractor – 1hr</p> <p>Ride on Carpet Extractor – 1 ½ hr</p> <p>Vacuum – 30min min</p> <p>Propane burnisher – 1 ½ hr</p> <p>Battery burnisher – 1 hr</p> <p>Swing Machine – 30min</p> <p>Industrial sweeper – 2hr min</p>
Include your payment term.	Standard payment terms of Net 30 days from Invoice
Describe your trade-in program if offered.	We do not currently offer a trade in program

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>Supporting local community initiatives and priorities</p> <p>At Bunzl, we believe that investing in our communities is the right thing to do. Our team members are always willing participants in our community initiatives, some of which include:</p> <p>Annual Ripple of Hope Golf Tournament: Our Annual Ripple of Hope golf tournament in support of pediatric brain Tumour research at Toronto's Hospital for Sick Children has, over its two-decade history, raised over \$1.75 million to fund revolutionary advancements that are making a real difference to children with life-threatening pediatric neurosurgical conditions, and their families.</p> <p>City of Burlington: As the Gold Sponsor of the City of Burlington's Canada Day celebrations and annual Santa Claus Parade for the past 8 years, we take pride in contributing spectacular annual fireworks as well as a 55-foot-long parade float to delight our community's children – including the oldest among us!</p> <p>National Food Insecurity Bunzl Canada is a Supporter-level (\$25k +) sponsor of Food Banks Canada and also runs a variety of campaigns such as:</p> <p>The Bunzl Week of Giving (December each year), where donations of household products and personal care items are distributed through our local branches to food banks across the country Bunzl Burlington Food Drive, which resulted in 1,895 lbs of food for the Burlington Food Bank National Toilet Paper Week, where we partner with our vendors and in 2023 together donated 27,000 rolls of toilet tissue to foodbanks across Canada.</p> <p>We are also very proud to have sponsored a community scale, solar-powered greenhouse at the Alberta Avenue Community League (AACL) in Edmonton. This state-of-the-art initiative will provide the community with access to fresh, locally grown produce, year-round.</p> <p>Supply Chain Diversification Bunzl is pleased to work with suppliers owned by underrepresented groups (such as indigenous businesses) when the opportunity is presented. For example, we work with The Saskana Group of Companies Ltd., a First Nation and Metis-owned and operated business in Northern Alberta that is a leader in the supply of temporary labour. We benefit from our relationship with Sakana when recruiting drivers and warehouse personnel in Western Canada. We also work with McKay Logistics LP, a business with 100% ownership by the Fort McKay First Nations band, for delivery service support.</p> <p>As experts in sourcing and procurement, we can include our customers' specific sustainability and diversity requirements in our supplier selection criteria. We would be please to discuss this with you in further detail so that we can better understand how we can further support OEM's supply chain diversity objectives.</p> <p>Social Responsibility Initiatives As a leader in the transition to a more sustainable and equitable future we support people, communities, and the environment through our role in global and local supply chains. We report on our progress annually within our Annual and Sustainability reporting. Bunzl Canada participates in all our global initiatives in this area as follows:</p> <p>Our DEIB initiative and mandate can be summarized as follows: Diversity- We attract, retain, and develop people from diverse backgrounds Equity- We support and develop our leadership and management teams to embrace and advocate diversity, remove systemic barriers that inhibit success of diverse employees, and create an environment that enables success for all employees Inclusion- We have developed engagement initiatives in every part of our business Belonging- We work hard to create an inclusive environment where employees feel welcome to be themselves.</p> <p>Some examples of the activities that demonstrate our commitment to these tenets include employee recognition programs, national Indigenous , employee education and awareness initiatives, employee affinity groups (e.g. The Inspiring Women in Bunzl initiative), employee focus and feedback groups on DEIB topics with the CEO and our Division Presidents, employer branding initiatives that highlight diversity</p> <p>Our sustainability initiatives are designed to reduce both our customers' and our own carbon footprint. Whether through product format or composition, technology innovations that reduce resource use, or implementation of new, more sustainable operations, equipment, and technology, Bunzl is committed to reducing our global environmental impact and supporting our customers in doing the same.</p> <p>In Canada, Bunzl Cleaning & Hygiene is a single source for most of the products our customers need to maintain clean and healthy facilities, which means we aggregate orders from a range of sources into a single delivery. This significantly reduces transportation distances and associated emissions. We have also undertaken an LED lighting conversion in our Canadian warehouses to help reduce electricity consumption. This is important in general, but particularly given we have doubled our warehouse capacity in certain locations in the past few years.</p> <p>Other sustainability projects are planned or have been executed across the country. In Ontario, for example, we have tested natural gas vehicles and are about to launch an exciting new electrical vehicle pilot. In addition, we have implemented onboard technology to enable monitoring across our fleet nationally to reduce idling time and maximize fuel efficiency.</p> <p>Globally, we report on our climate change performance through our annual response to the Carbon Disclosure Project (CDP). Since 2010, the total carbon emitted from Bunzl's operations has remained stable, despite substantial business growth through acquisition, and revenue doubling over this period. Our carbon efficiency (carbon emissions relative to revenue) has improved by more than 50% over the last 10 years.</p> <p>Bunzl is adapting to shifting customer expectations by providing a broad range of product options, including less carbon intensive products. This effort is supported by building sustainability expertise within the company to help provide advice and information on the carbon impact of our products and operations. In 2021, we set a new, long-term carbon reduction target to further reduce carbon in our operations in line with climate science. We are currently working to understand and develop an approach to address the GHG impact of our supply chain, and other scope 3 emissions.</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.	<p>As a leader in the transition to a more sustainable and equitable future we support people, communities, and the environment through our role in global and local supply chains. We report on our progress annually within our Annual and Sustainability reporting. Bunzl Canada participates in all our global initiatives in this area as follows:</p> <p>Our DEIB initiative and mandate can be summarized as follows: Diversity- We attract, retain, and develop people from diverse backgrounds Equity- We support and develop our leadership and management teams to embrace and advocate diversity, remove systemic barriers that inhibit success of diverse employees, and create an environment that enables success for all employees Inclusion- We have developed engagement initiatives in every part of our business Belonging- We work hard to create an inclusive environment where employees feel welcome to be themselves.</p> <p>Some examples of the activities that demonstrate our commitment to these tenets include employee recognition programs, national Indigenous , employee education and awareness initiatives, employee affinity groups (e.g. The Inspiring Women in Bunzl initiative), employee focus and feedback groups on DEIB topics with the CEO and our Division Presidents, employer branding initiatives that highlight diversity</p> <p>We also sponsor Indigenous education opportunities through the TELUS Future Friendly Foundation as a catalyst sponsor.</p>

Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

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

Documents

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

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

The maximum size is 10 MB.

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

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

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

- Information on additional equipment offered - optional (optional)
- Warranty information - optional (optional)

- Information on goods offered - optional (optional)
- Hot item list and prices - optional (optional)
- Additional Document (optional)

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

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.

- Jay Creek, Director of National Accounts, Bunzl Cleaning & Hygiene dba Bunzl Canada

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.