Contract Number: CAN-2024-014-STP

### 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:	Staples Professional Inc.	
Supplier Corporate Jurisdiction:	550 Pendant Drive, Mississauga, ON L57 (the "Supplier"), as of	<sup>-</sup> 2W6
	(	
Date of Agreement:	November 20, 2024	regarding
RFP No.	CAN-2024-014	
RFP Title	Supply of Office and Related Supplies	
	(the "RFP").	

### **BACKGROUND**

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

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

# ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

and without regard to whether that information and materials are owned by a Party or by a third party. Confidential Information does <u>not</u> 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 November 19, 2027**, unless terminated in accordance with its provisions. That initial term may be extended for up to 2 more years by Canoe.

## 1.3 Rules of Interpretation

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

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

## 1.4 Schedules

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

Schedule A RFP Particulars

Schedule B Supplier Response to the RFP

Schedule B1 Pricing

Schedule C Marketing and Promotion of Agreement

# 1.5 Order of Priority

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

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

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

# ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

# 2.1 Program Details

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

# 2.2 Responsibilities of the Supplier

(a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.

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

# 2.3 Responsibilities of Canoe

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

# 2.4 Program Leads

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

### 2.5 No Guaranteed Volumes

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

# 2.6 Exclusivity

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

### 2.7 Conflict of Interest

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

# ARTICLE 3 FINANCIAL MATTERS

# 3.1 Maximum Pricing

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

### 3.2 Administrative Fees

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

# 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 <u>not</u> include:
  - (i) any statement of an Administrative Fee or commission;
  - (ii) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (d) To the extent Canoe or any Member requests reasonable supporting documentation regarding invoiced amounts, the Supplier shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Supplier's receipt of that request and the delivery of the relevant supporting documentation to Canoe.
- (e) The Supplier shall ensure that any person ordering on behalf of a Member provides the Supplier with the Member's Canoe member number for electronic entry on the invoice.

# 3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15<sup>th</sup>) of each month. If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to <a href="mailto:accounting@canoeprocurement.ca">accounting@canoeprocurement.ca</a> 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 termination of this Agreement unless authorized in writing by Canoe to destroy it sooner:
- (vi) implement other specific security measures requested by Canoe that in the reasonable opinion of Canoe would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Canoe Confidential Information (including, for greater certainty, information about or provided by any Member).

# ARTICLE 7 INDEMNITY AND LIABILITY

# 7.1 Liability for Representatives

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

# 7.2 Indemnity

- (a) Subject to the limitation of liability set out in Section 7.3 (and in the case of Canoe, subject to Section 7.1), each Party (an "Indemnifying Party") shall indemnify, defend (at its expense) and hold the other Party (the "Indemnified Party") and its directors, officers, employees, contractors and agents (collectively, the "Indemnitees") harmless in respect of any action, claim, demand, cost, charge, losses, and expenses (including legal costs on a substantial indemnity basis), whether or not well-founded, ("Losses") brought against or suffered by the Indemnitees arising out of or related to:
  - (i) claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;
  - (ii) claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; or
  - (iii) any breach of the Indemnifying Party's obligations, representations or warranties in the Agreement;

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

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

## 7.3 Limitation of Liability

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

# 7.4 Equitable Relief

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

# ARTICLE 8 CHANGES AND TERMINATION

## 8.1 Product and Pricing Change Requests

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

# 8.2 Reduction in Scope

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

# 8.3 Termination by Either Party

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

### 8.4 Termination by Canoe

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

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

# 8.5 Termination by the Supplier

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

# 8.6 Orderly Termination

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

# 8.7 No Limitation of Remedies

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

### 8.8 Survival

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

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

# ARTICLE 9 FORCE MAJEURE

## 9.1 General

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

### 9.2 Notice and Performance

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

# 9.3 Right to Terminate

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

# ARTICLE 10 DISPUTE RESOLUTION

### 10.1 General

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

- (i) apply to claims by third parties; or
- (ii) prevent either Party from seeking an injunction or other equitable relief pursuant to Section 7.4.

### 10.2 Election

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

### 10.3 Arbitration Site and Arbitrator

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

### 10.4 Procedure

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

# ARTICLE 11 GENERAL

### 11.1 Notices

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

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

STAPLES PROFESSIONAL INC. 550 Pendant Drive, Mississauga, ON L5T 2W6

Attention: Kevin Kraiger Tel: 780.915.5064

Email: Kevin.Kraiger@staples.com

### 11.3 Insurance Obligations

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

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

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

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

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

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

### 11.4 Public Announcements

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

## 11.5 Governing Law and Forum

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

# 11.6 Entire Agreement

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

# 11.7 Amendment and Waiver

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

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## 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 (Dec 57, 2004 (3:58 MST)

Name: Tyler Hannemann

Title: General Manager, Canoe Procurement Group

Supplier Legal Name: STAPLES PROFESSIONAL INC.

By: Daniel Craig
Daniel Craig (Dec 17, 2024 25:49 £5.7)

Name: Daniel Craig

Title: VP, Sales, Account Management and Lines of

Business

# 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.

The scope of this RFP is Office and Related Supplies. Proponents may include related goods services to the extent that these solutions are complementary to the scope of this RFP for example paper, furniture, toner, etc.

# 1. Requested goods

The Office and Related Supplies must cater to a diverse range of applications used in public sector entities, municipalities, academic institutions, school boards, healthcare organizations, airport authorities etc.

# **Utilisation of the contract - Canoe members**

Canoe Members may choose but are not obligated to utilise the services during the term of the agreement. There is no minimum guarantee of usage.

# 2. Requirements

Proponents should provide a compelling proposal that will easily and clearly show overall best value based on the scope represented in this Solicitation. 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.

# SCHEDULE "B"

# **SUPPLIER RESPONSE TO THE RFP**

# CAN-2024-014 - Office and Related Supplies

Opening Date: September 16, 2024 3:38 PM

Closing Date: October 18, 2024 3:00 PM

### **Vendor Details**

Company Name: Staples Professional Inc.

Does your company conduct

business under any other name? If

yes, please state:

Staples Professional Inc.

550 Pendant Drive

Address:

Mississauga, Ontario L5T 2W6

Contact: David Rust

Email: professionalproposals@staples.com

Phone: 905-696-4371 4371

HST#:

## **Submission Details**

Created On: Thursday September 19, 2024 07:40:59
Submitted On: Friday October 18, 2024 09:47:25

Submitted By: David Rust

Email: professionalproposals@staples.com

Transaction #: e7dd00b8-0136-45db-b9e9-611918bf10ed

Submitter's IP Address: 142.181.247.94

Bid Number: CAN-2024-014 Vendor Name: Staples Professional Inc.

### **Corporate Profile**

Line	Question	Pennance
Item		Response *
Ľ	Proponent Legal Name (and applicable d/b/a if any):	Staples Professional Inc.
2	Proponent Address:	550 Pendant Drive, Mississauga, ON L5T 2W6
3	Proponent website address:	https://www.staplesprofessional.ca/
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative	Chris Saniga Chief B2B Officer
	must have authority to sign on behalf of the	chris.saniga@staples.ca
_	Proponent):	647-205-5690
5	Proponent's primary contact for this proposal (name title address email address & phone):	Becky Sheppard Strategic Account Leader
	(name title dadress small dadress a prishe).	becky.sheppard@staples.com
		780.468.8829
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Kevin Kraiger Sales Manager
		Kevin.Kraiger@Staples.com
7	Proponent GST registration number:	780-915-5064     896541422
8	If the Proponent is representing a consortium,	N/A
_	each member of that consortium.	
	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating	Brief History of Our Company Staples Professional Inc. is wholly owned by Staples Canada ULC. For 38 years, since 1986, Staples has been the industry pioneer, making it easy for businesses of all sizes to get the products and services they need. We've grown to become the leader in all business channels—retail, online and business-to-business delivery.
	to this solicitation.	For over 30 years, Staples Professional has been a proud supporter of Canoe, Staples Professional has supported Canoe for almost 35 years, and we are excited about the opportunity to leverage our experience and continued success with Canoe to best support your needs.
		Your Strategic Account Leader, Becky Sheppard, is dedicated to continuing to find you the best solutions, making purchasing easier and helping to bring control to operational expenses. Becky's years of experience coupled with Staples Professional's Canoe experience enable her to leverage best practices and provide solutions to all members.
		Geographical Coverage  We understand Canoe's need to partner with a supplier that can meet your geographical requirements. Staples Professional has the largest logistics footprint to serve all Canoe facilities across Canada.
		Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country – including two distribution centres in Alberta and one in Saskatchewan. We have nationwide coverage to best serve Canoe. Our Canadian locations are strategically located close to our delivery partners, vendors, and customers to keep our network costs low while providing incomparable service.
		Core Values and Business Philosophy Our vision at Staples Professional Inc. is simple: Together we make the workplace work. To achieve this vision, our associates focus on our three core values: - Put the customer first. Always Work together. Be inclusive Stay curious. Be your best.
		Our business is driven by operating with the highest levels of integrity, creating a strong culture of diversity and involvement, strengthening the communities where we live and work, and continually improving our environmental performance. At Staples, corporate social responsibility continues to be a key priority for our business and is woven into our company objectives and targets. Setting corporate social responsibility goals and tracking our performance against our metrics is one of our most important functions. Our holistic approach is to ensure we consider not only our bottom-line results, but also how we can amplify our impact to the environment and community while strengthening our diversity.
		Our corporate social responsibility programs focus on four pillars: community, environment, ethics, and diversity. Our associates are proud to engage in these programs as they know change comes from within and leading by example is the best way to make a long-lasting impact. We're dedicated to making an impact to create meaningful change in these four pillars.
		Community  - We reach out to and support the communities in which our customers and associates live and work.  - We deepen associate community engagement by increasing awareness and participation in local volunteer opportunities.  - We increase associate involvement in our philanthropic initiatives.  - We focus on supporting local organizations to maximize impact in communities.  - We increase customer engagement in community giving through support of cause marketing campaigns.
		Environment  - Help our customers reduce their environmental impact by offering more sustainable products and services.  - Continue to improve sourcing, identification, and the promotion of a wider assortment of greener products to customers.  - Offer easy customer recycling solutions of ink and toner cartridges, batteries, e-waste and gently used Staples boxes.  - Reduce the use of outbound packaging materials and optimize delivery routes to reduce emissions.  - Reduce waste sent to landfills by organics/recycling in garbage separation, recycling of ink and toner cartridges, e-waste, batteries, cardboard boxes, coffee pods and pen recycling.  - Maximize energy efficiency and renewable energy.  - Eliminate internal use of bottled water and plastic straws and provide associates with reusable water bottles and straws.
		Ethics  - Continue to provide easy access to associate ethics training on policies and other training resources so associates have the tools needed to act with integrity.  - Promote our Code of Ethics and hold all our associates, from the boardroom to the office, warehouse, and transportation, to the highest standards of honesty, fairness and integrity.  - Continue to encourage associates to speak up and raise questions and concerns through our global ethics helpline or other options.  - Our commitment to the Staples Supplier Code of Conduct assures our customers that our products are responsibly sourced to ensure compliance.
		Diversity  - We seek to develop a workforce that reflects the diversity of the communities and customers we serve all over the world by embracing diversity in all its forms—race, gender, thought and experience. We promote a culture of inclusion within our workforce.  - We have created a Diversity and Inclusivity Policy to develop our business to reflect the diversity of our customers through the diversity of our own workforce, suppliers, and partners. By developing new programs, we will enhance and leverage our workforce diversity and promote diversity among our suppliers.  - We recognize that being a successful company requires people with rich backgrounds and diverse perspectives. We know that our differences promote creative thinking and problem-solving. With an invigorated focus on inclusion, we strive to operate in a way that each associate feels comfortable bringing their whole self to work. Our desire to attract, develop and retain associates that reflect our diverse customer base is essential to our growth and evolution.
		Longevity in the Industry As a leading North American supplier, Staples Professional has the resources and technical ability in place to manage Canoe's demand for Office and Related Supplies. As mentioned above, we are a long standing partner of Canoe with 30+ years experience serving your members and can continue to provide exceptional services in this contract. With our consistent financial performance, we are able to continually invest in our programs, technology, and people to stay ahead of our customers' evolving requirements.
		To provide you with an understanding of the value we can offer we have highlighted key program elements that will enable Canoe to realize these benefits. The most critical elements include:  - Access to an extensive assortment of products to meet your every business needs  - Access to a specialized and dedicated team that understands your complex business requirements and can leverage a strong record of experience to help you maximize your team's efficiency  - A vast and tightly integrated support network that mirrors your organizational footprint, improving delivery accuracy, productivity, compliance, and user satisfaction.  - The ability to access a large number of vendors for one-off or special orders.
		We are confident that our capacity in all resource areas—experience, product inventory availability, electronic ordering, sales, warehousing, delivery, administration, etc.—will enable us to fulfill all of the requirements of this RFP.
10	Provide all "Suspension or Debarment" from	It is our intention to work diligently to ensure that all users are informed, aware, and participating in this program as soon after the initial go-live date as possible. We have the ability to ramp up our resources to accommodate all participation in this agreement with no negative impact on our service level.
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	

# Bill S-211 declaration

Line Item	Bill S-211	Answer *
	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"?  As per Bill S211 an "Entity" means a corporation or a trust, partnership or other unincorporated organization that  (a) is listed on a stock exchange in Canada;  (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:  (i) it has at least \$20 million in assets,  (iii) it has generated at least \$40 million in revenue, and  (iii) it employs an average of at least 250 employees; or  (c) is prescribed by regulations.  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.	re Yes

# Geographical coverage for offering

Line Item	Province/Territory	Do you offer goods in this area? *	Area included in your offering for this RFP *	Comments
1	Alberta	© Yes	€ Yes	We can serve Canoe nationwide.
		↑ No	○ No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3  - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, 16B 2V/1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquilitam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 1S9 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A 5X7
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fulfilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.
2	British-Columbia	€ Yes € No	€ Yes € No	We can serve Canoe nationwide.
		1 NO	( NO	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6  - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3  - Calgary - 25a Aero Drive NE, Alberta, T2E 829  - Edmonton - 4990 92 Avenue NW, Alberta, T6B 2W1  - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6  - Port Coquitam - 1845 Kingsway Ave 1105-1140, British  Columbia, V3C 1S9  - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7  - St. John's - 465 East White Hills Road, Newfoundland, A1A  5X7
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fulfilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.
3	New-Brunswick	Ç Yes C No	← Yes ← No	We can serve Canoe nationwide.
				Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3 - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, 16B 2W1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquitlam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 1S9 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A 5X7
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fulfillment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.

4	Manitoba	ெYes ∩ No	€ Yes	We can serve Canoe nationwide.
		(* No	ſ No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3  - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, 16B 2V/1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquillam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 1S9 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A 5X7
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fuffilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fuffilment centre to the next closest fuffilment centre to ensure a seamless and continuous delivery to Canoe.
5	Newfoundland and Labrador	© Yes ○ No	€ Yes € No	We can serve Canoe nationwide.
		( NO	C NO	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6  - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3  - Calgary - 25a Aero Drive NE, Alberta, T2E 829  - Edmonton - 4990 92 Avenue NW, Alberta, T6B 2W1  - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6  - Port Coquitam - 1845 Kingsway Ave 1105-1140, British  Columbia, V3C 1S9  - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7  - St. John's - 465 East White Hills Road, Newfoundland, A1A  5X7
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fulfilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.
6	Northwest Territories	€ Yes	€ Yes	We can serve Canoe nationwide.
		↑ No	ſ No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows: - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3 - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, T6B 2W1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquitlam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 1S9 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fulfilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.

		<del>_</del>		
7	Nova-Scotia	© Yes	G Yes	We can serve Canoe nationwide.
		○ No	C No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3  - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, 16B 2W1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquitlam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 1S9 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A 5X7
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fulfilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.
8	Nunavut	€ Yes C No	€ Yes C No	We can serve Canoe nationwide.
				Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows: - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3 - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, T6B 2W1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquitiam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 1S9 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A
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9	Ontario	© Yes	© Yes	We can serve Canoe nationwide.
		C No	ſ No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3  - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, 16B 2W1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquittam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 159 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A
				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fuffilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.

				<del>,</del>
10	Prince Edward Island	ெYes ∩ No	€ Yes	We can serve Canoe nationwide.
		(* No	ſ No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6 - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3 - Calgary - 25a Aero Drive NE, Alberta, T2E 829 - Edmonton - 4990 92 Avenue NW, Alberta, 16B 2V/1 - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6 - Port Coquillam - 1845 Kingsway Ave 1105-1140, British Columbia, V3C 1S9 - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7 - St. John's - 465 East White Hills Road, Newfoundland, A1A
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11	Québec	© Yes ○ No	€ Yes € No	We can serve Canoe nationwide.
		C NO	r No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
				Our locations are as follows:  - Amherst - 9 Tantramar Crescent, Nova Scotia, B4H 4J6  - Boucherville - 1616 Rue Eiffel, Québec, J4B 8N3  - Calgary - 25a Aero Drive NE, Alberta, T2E 829  - Edmonton - 4990 92 Avenue NW, Alberta, T6B 2W1  - Mississauga - 550 Pendant Drive, Ontario, L5T 2W6  - Port Coquitam - 1845 Kingsway Ave 1105-1140, British  Columbia, V3C 1S9  - Regina - 310 Henderson Drive, Saskatchewan, S4N 5W7  - St. John's - 465 East White Hills Road, Newfoundland, A1A  5X7
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12	Saskatchewan	€ Yes	€ Yes	We can serve Canoe nationwide.
		↑ No	ſ No	Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
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				Our nationwide model with a local focus provides an unmatched presence and involvement for support. We can be quick to adapt to urgent situations or shipping challenges. As a national corporation with multiple fuffilment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we can redirect orders normally filled by one fuffilment centre to the next closest fulfillment centre to ensure a seamless and continuous delivery to Canoe.

13	3	Yukon	Yes	€ Yes	We can serve Canoe nationwide.
			C No		Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country. We have the best nationwide coverage with one fulfillment centre in British Columbia, two in Alberta, and one in Saskatchewan to best support Canoe's geographical needs.
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# Experience

Describe your experience.

Line		
Item	Question	Reponse *
1	Describe your public sector experience, standing offers or vendor of record type of contractual arrangement with public sector entities.	As the business-to-business division of Staples, Staples Professional delivers on our promise to make more happen for companies of all sizes. We're fortunate enough to work with customers across most industries including other government purchasing organization (GPOs) and public purchasing co-operatives.
		Due to customer confidentiality, we are unable to disclose the sales volumes for any of the groups. However, we can confirm that we work with the majority of the largest North America GPOs across many sectors beyond the public sector. As such, we can leverage the best practices and strategies learned across all sectors including banking, veterinary, and more.
		We have longstanding partnerships (20+ years) with many GPO's including but not limited to: CoAuto, Western Drug, and Mohawk Medbuy. We also have partnerships with the Canadian Federal Government, OECM, Sourcewell, TransForm Shared Service Organization, the Halton Cooperative Purchasing Group, Georgian Bay Area Public Purchasing Cooperative, BCEM, and BCNET, to name a few.
2	Describe your experience with group purchasing, including a list of current cooperative purchasing	As the business-to-business division of Staples, Staples Professional delivers on our promise to make more happen for companies of all sizes.
	contracts in North America.	We're fortunate enough to work with customers across most industries including other government purchasing organization (GPOs) and public purchasing co-operatives such as Sourcewell, OECM, Kinetic GPO, the Canadian Federal Government, Mohawk Medbuy, TransForm Shared Service Organization, the Halton Cooperative Purchasing Group, Georgian Bay Area Public Purchasing Cooperative, BCEM, and BCNET, to name a few.
		Example of Our Experience OECM is a Broader Public Sector not-for-profit procurement organization that supports Ontario's publicly funded education institutions. Our portfolio of public sector entities encompasses primary, post-secondary, municipalities and provincially funded entities. The organization aims to grow their business, achieve sustainability, build strategic partnerships and enhance operational excellence. With Staples Professional as a trusted supplier partner for OECM, we help them achieve those goals and more.
		Staples Professional has been working with OECM since 2009. Our partnership began with our office products offering and has expanded to encompass several other lines of business As a testament to the success of our partnership, we have signed five additional agreements for toner and inkjet supplies, custodial supplies, fine paper, promotional products and furniture.
		Through multiple contract awards, Staples Professional has grown the OECM portfolio significantly since the program began. Our success has been led strategically, by having one sales executive manage the direction of the program, but serviced locally by our account managers. We have been able to provide value for our customers through creative programs designed to meet the needs of each vertical sector.
		OECM and their partners benefit from:  - Consolidating vendors and leveraging our better value pricing across many additional commodity categories.  - Monitoring their clients' purchasing habits and demand closely for opportunities where Staples Professional can help them achieve greater savings and compliance.  - A streamlined supplier base that reduces vendor and contract management costs.  - The ability to apply consistent, best-practice costing and compliance methods to each category.  - Administrative cost savings resulting from fewer purchase orders and streamlined payment processing.  - Strategic business reviews that identify opportunities for reduced costs and efficiencies.
		Today we are proud to be a platinum supplier to OECM, having been recognized for customer value, strategic alignment, compliance and growth.
3	What is your Canadian public sector market share for the solutions that you are proposing?	For proprietary reasons, we do not disclose our market share by specific category (office supplies, paper, ink, janitorial supplies, etc.).
	for the solutions that you are proposing:	As the industry leader, we do have a significant share of the total market across many specific Office and Related Supplies categories, and we leverage our extensive buying power and scale to continually offer our customers the lowest total delivered cost.
		We are a trusted provider for other GPO's similar to Canoe including four contracts with major Canadian healthcare GPOs and other education-focused GPOs.
		Given our industry-leading buying power, we have established a strong position as a Tier I supplier with our manufacturers, allowing us to support our customers with high service levels and fill rates as their requirements change and expand.
		Our strategy is to provide our customers great-value products that we source globally by leveraging the buying power of Staples Professional Inc. suppliers want to be a part of this offering as it enhances their growth with the industry leader.
		As a supplier with local, national, and global presence, we will leverage the scale and resources of our entire organization for Canoe.
4	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	For the last 38+ years, Staples has strived to develop tailored programs for Canoe members. We are proud to be currently serving over 1000 Canoe members. As such we have customized our offering per your members' needs and served you closely through a dedicated account team that understands your needs and helps you solve your toughest problems.
		Our objective through this proposal is to continue to be a close partner and trusted advisor you can rely on. In addition to our vast geographical coverage and years' experience serving Canoe, we have highlighted three additional differentiators that are critical to the success of Canoe's program:
		1. People and Tools  A benefit of partnering with Staples is the exceptional people and tools we use to provide our services. At Staples Professional, we believe our account management professionals should act as business partners, adding value to your procurement process to drive a successful program. By investing our own expert resources into your business, we can ensure that your program is managed strategically and proactively, saving you time and money.
		Our Staples Professional Talent and Organizational Development framework ensures our account managers always provide the best service for our clients. This includes recruiting only the most qualified professionals and retaining our top talent. Our training programs are facilitated by a team of regional and corporate subject matter experts as well as our Talent and Organizational Development team, who focus on continuous professional development. Our account managers have an average tenure of 10 years with Staples Professional.
		Our team will continue to leverage their knowledge to expand your network. Staples has been your preferred—and award-winning—partner for as many years as your office supply program has existed and throughout this time, we have dedicated ourselves to meet the ever-changing needs of your member institutions. Over the past 15 years, we have helped your office supply program grow over 400%. Our vast team of over 60 business development executives, spread across Canada, brought in more than \$1,000,000 in sales. This has been possible because we understand your organization culture, business goals, office supply program, and the factors that are essential for your continued growth and success. We are excited for the opportunity to provide growth and success your program and can leverage our Office Supply experience to best serve Canoe.
		In addition to our current partnership with Canoe, we have enjoyed relationships with many customers of a similar size and scope. We have managed many public sector organizations at high service levels for more than thirty years. Our extensive experience has allowed us to develop successful industry-specific solutions and

best practices for every industry we serve. Government, publicly funded institutions, and educational institutions are two of the top industries we serve, and we are the leading provider for government and education clients across Canada.

Staples takes pride in the strength of our 1,300 associates, who are spread across provinces, covering all major markets across Canada. For each target market, we will engage outside business development managers, account managers and inside business development managers, where needed. The business development managers will provide marketing support, from reaching out to potential members, explaining the benefits of Canoe's program to member onboarding. At the next stage, we will engage our local account managers, who will be Canoe's representatives providing live, in-person support, communication, and client management. A dedicated national account manager will have an oversight of the entire program. They will ensure that the unique needs of all members are met, service levels are maintained, and clients remain satisfied with the value we offer.

How will they do this? They will leverage our vast suite of tools to best serve Canoe compared to other providers

### E-Commerce Capabilities

Coffering flexibility and connectivity, our online ordering system, EWay.ca, will enable you to find, order, and pay for products in one system with the capability to consolidate your vendor base and reduce procurement costs. EWay is immediately available to any Staples Professional customer with Internet access. There's no need to purchase special software or equipment. As soon as you are logged in, you can access the user-friendly electronic catalogue and begin ordering. EWay.ca available for 24/7 secure online ordering at your convenience. The online catalogue includes an index, photos, and detailed descriptions of thousands of products. You'll enjoy speed, flexibility, and selection—all at no added cost. With EWay, Cance will benefit from a robust e-commerce solution that reduces the time users spend ordering, lowers your internal ordering costs, provides greater spend control and management, works with your existing ERP, e-procurement, or financial systems, and is scalable to grow as new users join. To make the online ordering process even more environmentally friendly, our e-commerce services through EWay are powered with 100% clean, green electricity through Bullfrog Power®.

From an inventory management and purchasing perspective, Staples Professional operates on a centralized proprietary enterprise resource planning (ERP) system called Alpha. The Alpha platform allows Staples Professional accessing capabilities that significantly improve Customer Care and purchasing across the country. The state-of-the-art platform is fully integrated with our warehousing management system E3, providing end-users with real-time inventory information across Canada.

E3 is a forecasting replenishment system used to manage our inventories. It forecasts future demand, tracks supplier lead times and adjusts for seasonality; it also automatically alerts Inventory Analysts to potential out-of-stocks and shifting sales trends. This technology has enabled Staples to consistently achieve a nationwide fill rate for next-business-day deliveries of 98.5% and higher for catalogue items.

Quality
We are confident in our ability to provide services due to our trusted People and Tools. We are governed by our National Registrations for ISO 9001 (Quality) and
ISO 14001 (Environment). These corporate registrations assure Canoe that we deliver superior service in every element of our business. Our ISO 14001 certification is evidence of our commitment to sustainability and documents our process to reduce environmental impact within our business. More detail on these registrations is provided below:

- ISO 9001 (Quality): Quality is the key to our customer satisfaction and our way of life at Staples Professional. We maintain high levels of quality by following our corporate ISO 9001 Quality Management System. This means adherence to a set of standards and formal processes that ensure the highest level of service and accuracy within each area of our operations. We are rigorous in tracking our performance in every face properations, from distribution to Customer Care to product listings in our catalogues.

- ISO 14001 (Environment): As a corporation, we place major importance on our sustainability, green products and initiatives. Across Canada, we are ISO 14001 certified (Environmental Management System), which means we must not only meet demanding environmental standards, but actively seek out vendors and products that share these practices. Our award-winning green programs are designed to lead sustainability initiatives with our customers, including green products that offer environmentally sound alternatives at competitive prices. Recycling programs, route optimization software, the Fifty Green Program and our partnership with Tree Canada are all examples of our leadership approach to making our business Easy-on-the-Planet.

2. Product Offering
As a leading supplier for office supplies, custodial products and furniture, combined with our expertise in the market, we are confident that our capacity in all resource -experience, product inventory availability, electronic ordering, sales, warehousing, delivery, administration, etc.-will enable us to fulfill all of the requirements of this RFP

We are a trusted partner of many reliable vendors to ensure we are consistently providing the best quality products for our customers, including Canoe.

Our service network covers the entire nation and is deep enough to handle the volume anticipated in this RFP. It is our intention to work diligently to ensure that all users are informed, aware, and participating in this program as soon after the initial go-live date as possible. We have the ability to ramp up our resources to accommodate all participation in this agreement with no negative impact on our service level.

We are confident that our assortment of over 160,000 products will meet the needs of your members across industries. Staples Professional offers an unmatched selection of products and services, saving you the time, expense, and hassle of dealing with multiple vendors. With delivery available for a curated selection of more than 76,000 products on our e-commerce site, EWay.ca, Staples Professional is the single source for everything your business needs to run smoothly

In an effort to save time, resources and cost, more organizations are looking to streamline and consolidate their vendor network. They increasingly want to work with one supplier who can cost-effectively serve their many sourcing needs. With a broad range of products and services, Staples has truly become the one-source supplier for our customers, enabling them to achieve reduced procurement and invoicing costs through consolidation.

Our extensive offering includes office supplies, facilities cleaning and maintenance, breakroom snacks and beverages, technology, furniture, interior design and print & marketing products and services. Staples Professional offers an unmatched selection of products and services, saving your members, expense, and hassle of dealing with multiple vendors. With delivery available for over 160,000 products, our catalogue is the most exhaustive in the industry. We can source specialty products; we are the single source for everything your members will ever need to run smoothly.

3. Technological Advancements
Staples Professional is the industry leader in technology and continues to significantly invest in its infrastructure and technology. Continuous improvement processes within this field have led Staples Professional to add many new technologies over the years. In recent years we've made a variety of systemic improvements including automation/robotic picking technology in our fulfillment centres as well as upgrading our delivery route optimization, least-cost routing systems and package tracking solutions.

Order Placement
Customers can place orders by phone, fax, our e-commerce platform or third-party integration. When an order is submitted through our e-commerce platform or via third party, the order information is automatically entered into our order rurty system that manages business processes including customer set up and maintenance, customer orders, supplier, and products maintenance, purchasing and accounting.

For customers placing an order by phone or fax, technologies at customer care locations enable Salesforce.com to automatically recognize their customer number and launch their account information on a computer screen. This technology allows the customer service representative to see customer information before they begin speaking or entering the order.

Using Salesforce.com for customer information, our e-commerce platform for product information and our order entry system, the customer service representatives have all the tools they need at their desktop to assist customers. The representatives also use our order entry system to check product availability, pricing, estimated delivery times and delivery status. In short, we can track your shipment at any time regardless of carrier.

Radio Frequency ("RF") Technology
RF technology provides real-time access to inventory quantities and locations, allowing end users to view stock availability as they order. In addition, RF technology is used to manage receiving, put-away and other warehouse inventory functions, including pick location replenishment and cycle counting. It instantly verifies operator entry and allows associates to catch errors before they happen.

From our order entry system, the order goes through systematic sourcing logic, which determines how the order will be fulfilled—whether through inventory in the distribution centre or through a wholesaler. Our system automatically picks the best fulfillment source and sends this information to our Warehouse Management System.

Our proprietary Warehouse Management System ("WMS") tracks—in real time—the inventory level of each item in each of our regional fulfillment centres. WMS links each location to a minimum of two local wholesalers so we can quickly procure items not stocked at the warehouse facility. The products are picked and packaged overnight and delivered by the corresponding wholesaler to each facility before 5:00 a.m. the next business morning. These items are merged with the stock items at our facility and shipped the same day. We can sort and batch orders by multiple routes and sub-routes, further speeding along the order fulfillment process. The system allows us to process orders of any size, from a single flash drive to hundreds of three-ring binders, without impacting speed of delivery.

The orders then run through a Pick Generator, or "Pick Gen," which is a logic engine within WMS that creates picking tasks. These tasks tell warehouse pickers where the product is located in the warehouse by zone, rack, aisle, bay and shelf. As the order passes through each step in the process, a status code is sent back to our order entry system so that the customer service representatives can track the progress of the order

Next, the Pick Gen logic engine "cartonizes" the order, which means it chooses the optimal box size for each order. Then, Pick Gen prints the carton contents on a paper pick ticket and simultaneously downloads the instructions to the pick-to-voice technology. Again, the most efficient warehouse location is always selected for order fulfillment. Depending on where the order is going, one of our dedicated fulfillment centres in Canada will be assigned to meet the order requirements

Delivery Route Planning
Before the task of picking the order begins, the transportation analyst at the distribution centre creates routes for all the next business day's deliveries. Using Roadnet route optimization technology, Staples Professional maps out recommended delivery routes for each driver to maximize time and fuel efficiencies.

Pick, Pack and Load From approximately 4:00 p.m. to midnight, orders are picked and packed in the warehouse and loaded on trucks. Picking and packing orders is a sophisticated

science in itself. Staples Professional has invested in pick-to-voice technology to ensure the highest level of accuracy for every order. Using a seemingly endless system of flow racks, static shelving, hand-stack racks and pallet racks, products are picked and verified using a paperiess and hands-free system that directs pickers to products through voice-recognition technology.

Pick-to Voice Technology Information from WMS is transferred to employees' headsets, telling them which products and quantity to pick in a specific area to maximize efficiency. As orders are a sequenced from the first delivery to the last.

From 5:00 a.m. to 7:00 a.m. drivers arrive and prepare for the business day. Drivers check out their load documents and handheld scanning devices and they are ready to roll. As drivers make deliveries, they use handheld Mobile Proof-of-Delivery (MPDOT) scanning devices to collect valuable information for both our customers and transportation managers. The time stamp and name of the person that signs for the delivery are uploaded to WMS as soon as the driver "cradles" the MPOD scanner in the truck. This reconnecting of the handheld to the system allows our customer service representatives to access up-to-the-minute delivery status information throughout the course of the day

Invoking
When drivers return to the warehouse, all orders are marked as "delivery confirmed" in WMS, which alerts our order entry system to initiate invoking. During this data upload, the actual signatures become visible to the customer service representatives. To guarantee in-stock product availability for your end users, our national purchasing team utilizes E3 inventory management technology to forecast and develop purchasing patterns.

Furthermore, we are able to customize our invoicing and reporting to meet any unique needs Canoe or its members may have. For example, Becky currently provides a weekly and monthly report to Canoe to transparently showcase activity. This can continue – or be further customized as needed to meet the needs of this opportunity.

E3 Inventory Management
Our inventory management system, E3, forecasts demand for each item in each region and calculates the optimum quantity needed to fulfill customer orders. It forecasts future demand, tracks supplier lead times and adjusts for seasonality; it also automatically alerts inventory analysts to potential out-of-stock products and shifting sales trends. All inventory analysts go through a comprehensive 30-day E3 training program taught by experts dedicated to this responsibility.

Continuous Improvement

A new tool has recently rolled out at Staples Professional to create an even more efficient delivery operation for our customers: Road

Roadnet is a software application that receives daily order data, map information, customer address information and delivery requirements from our order management system. The Staples delivery planning team uses Roadnet to plot each day's orders on the map and schedule the deliveries so that each route is equally balanced. Roadnet takes into account daily order volume, customer requirements, performance goals, available trucks and drivers, service time based on historical productivity, physical customer location, route travel time and driver feedback.

sional has one of the most advanced distribution infrastructures in the industry. Our goal is to execute the most effective and efficient delivery plan to meet vour needs. As a business-to-business supplier, we hold all necessary certifications and licenses to support Canoe. This includes various licenses and certifications to support our

If applicable, provide a detailed explanation 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.

Staples Professional holds both National Registrations for ISO 9001 (Quality) and ISO 14001 (Environment). These corporate registrations assure Canoe that we deliver superior service in every element of our business. Our ISO 14001 certification is evidence of our commitment to sustainability and documents our process to reduce environmental impact within our business. More detail on these registrations is provided below:

- ISO 9001 (Quality): Quality is the key to our customer satisfaction and our way of life at Staples Professional. We maintain high levels of quality by following our corporate ISO 9001 Quality Management System. This means adherence to a set of standards and formal processes that ensure the highest level of service and accuracy within each area of our operations. We are rigorous in tracking our performance in every facet of operations, from distribution to Customer Care to product listings in our catalogues. Please refer to the attached document demonstrating our registration.
- ISO 14001 (Environment): As a corporation, we place major importance on our sustainability, green products and initiatives. Across Canada, we are ISO 14001 certified (Environmental Management System), which means we must not only meet demanding environmental standards, but actively seek out vendors and products that share these practices. Our award-winning green programs are designed to lead sustainability initiatives with our customers, including green products that offer environmentally sound alternatives at competitive prices. Recycling programs, route optimization software, the Fifty Green Program and our partnership with Tree Canada are all examples of our leadership approach to making our business Easy-on-the-Planet

service delivery for the goods requested in this RFP.

Ensuring Sale transportation of Goods. We understand that our drivers are expected to uphold our reliable delivery and high level of customer service. To support this, we provide our drivers with the necessary training to meet their job requirements. To join the elite Staples Professional team, new associates must pass a GARDA background check prior to completing the hiring application process and, before drivers begin working independently, they must complete our rigorous training programs.

As a business-to-business supplier, we hold all necessary certifications and licenses to support Canoe. This includes various licenses and certifications to support our service delivery for the goods requested in this RFP.

### ISO Certifications

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- ISO 9001 (Quality): Quality is the key to our customer satisfaction and our way of life at Staples Professional. We maintain high levels of quality by following our corporate ISO 9001 Quality Management System. This means adherence to a set of standards and formal processes that ensure the highest level of service and accuracy within each area of our operations. We are rigorous in tracking our performance in every facet of operations, from distribution to Customer Care to product listings in our catalogues.
- ISO 14001 (Environment): As a corporation, we place major importance on our sustainability, green products and initiatives. Across Canada, we are ISO 14001 certified (Environmental Management System), which means we must not only meet demanding environmental standards, but actively seek out vendors and products that share these practices. Our award-winning green programs are designed to lead sustainability initiatives with our customers, including green products that offer environmentally sound alternatives at competitive prices. Recycling programs, route optimization software, the Fifty Green Program and our partnership with Tree Canada are all examples of our leadership approach to making our business Easy-on-the-Planet

We understand that our drivers are expected to uphold our reliable delivery and high level of customer service. To support this, we provide our drivers with the necessary training to meet their job requirements. To join the elite Staples Professional team, new associates must pass a GARDA background check prior to completing the hiring application process and, before drivers begin working independently, they must complete our rigorous training programs.

### Program offering

Describe your program offering.

Reponse \*

Provide a description of your Office Supplies offering. Provide information on the quality standards and certifications of the goods. You can attach a more detailed list in the procurement portal Staples Professional is leading supplier of office products and services, providing the widest possible range. In addition to our main vast product offering, we offer eco-conscious products and high-quality, innovative Staples® brand products.

In fact, in 2002, Staples became the world's largest seller of office supplies with revenues topping \$11 billion.

The main categories and subcategories of office supplies we offer include but is not limited to: binders, calendars, correctional tape, desktop organizers, envelopes, glue, highlighters, labels, markers, name badges, pencils, pens, rulers, scissors, tape, whiteboard A more detailed list can be viewed at https://www.eway.ca/en/Landing/Sourcebook2024?page=12

Quality Standards and Certifications of Office Supplies Goods

Quality Standards and Certifications of Office Supplies Goods
Specific products may hold unique and nuances certifications which can be viewed online at EWay.ca. EWay.ca acts as a live resource for every item that Canoe may
need. Specific to Office Supplies, Staples Professional holds the following certifications:
- FSC: Our packaging is Forestry Stewardship Council (FSC®) and Sustainable Forestry Initiative (SFI®) certified. We are currently engaged in a re-packaging initiative for
all Staples® brand products to reduce packaging materials and increase the capacity of shipping boxes. The initiative will eliminate PVC, replace clamshell packs with
recycled cardboard packaging where possible, and establish post-consumer recycled content minimums for all packaging. So far, we have eliminated the use of PVC
packaging in 95% of the Staples® brand products we sell. Once complete, we will engage other major suppliers in the same process.

At a company level, Staples Professional holds both National Registrations for ISO 9001 (Quality) and ISO 14001 (Environment). These corporate registrations assure Canoe that we deliver superior service in every element of our business. Our ISO 14001 certification is evidence of our commitment to sustainability and documents our process to reduce environmental impact within our business. More detail on these registrations is provided below:
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Provide a description of your Paper offering.

Provide information on the quality standards and certifications of the goods. You can attach a more detailed list in the procurement portal

Staples Professional offers a vast array of Paper options and offerings for Canoe. In 2002, Staples Professional issued an industry-first environmental paper procurement policy formalizing our commitment to the environment. This policy was updated in 2010 to define our expectations for our suppliers of paper-based products.

- Key commitments include the following:

  Source all paper products from non-controversial sources and, where market conditions allow, progressively increase sourcing of Forest Stewardship Council® (FSC®) certified paper products.
- Increase the percentage of paper products containing post-consumer recycled or alternative fibres, where market conditions allow, and science supports their use as an eco-preferable choice
- Work with suppliers who demonstrate a commitment to environmental innovation, continuous improvement, and minimization of raw material utilization and emissions.

A more detailed list of our Product Offering can be found at https://www.eway.ca/en/Landing/Sourcebook2024?page=12

Quality Standards and Certifications of Paper Goods

Specific products may hold unique and nuances certifications which can be viewed online at EWay ca. EWay ca acts as a live resource for every item that Canoe may

es Professional sells Canadian Paper that is of Canadian Original and holds necessary certifications to support this. There are many benefits to local sourcing, including access to higher quality products that do not use forced or unfair labour practices

Aligned with our Sustainability efforts, Staples Professional holds certifications specific to environmentally friendly paper options. Staples Professional supplies FSC Certified Paper. We promote the use of FSC® paper and encourage our customers to participate in environmentally sustainable paper purchasing practices. The Forest Stewardship Council® certifies only paper products from mills that demonstrate that they operate responsible sourcing policies and meet FSC® requirements for control of non-FSC® certified fibre in their paper. The principles adhered to by the FSC® provide some of the eco-friendliest products available in the marketplace. To make it easy for our customers to participate in sustainable paper products as well as FSC®-certified paper products. The paper products are already to the paper products as well as FSC®-certified paper products. The paper products are considered to the paper products are considered to the paper products as well as FSC®-certified paper products.

In addition to traditional recycled paper products we carry Sugar Sheet™ paper, which is manufactured under ISO 9001, 14001, and 18001 certified standards. It is produced with bagasse fibre which is the residue waste fibre that remains after sugar cane fibre has been harvested for sugar, alcohol, juices, and biofuel. The remaining bagasse waste fibre is diverted from agricultural landfills to manufacture Sugar Sheet™ paper.

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Provide a description of your Furniture offering. Provide information on the quality standards and certifications of the goods. You can attach a more detailed list in the procurement portal.

From one replacement cabinet to a full office redesign, we offer interior design expertise and commercial-grade furniture delivered on time and on budget. Our experienced team of furniture and design experts provides a full-service furniture solution and will work with you every step of the way, taking on the project planning and installation. We offer a wide selection of furnishings for any space—lobbies, mailrooms, back offices, executive offices, meeting rooms, and more—and we are always expanding our offering to give you everything you need.

- Our four-step process ensures your furniture project runs smoothly:
   Collaborate It all begins with a conversation with your dedicated furniture account representative. We will explore and discuss your goals and needs, ensuring we Jul rour-step process ensures your rumture project runs smoothly:

  Collaborate – It all begins with a conversation with your dedicated furniture account representative. We will explore and discus onsider all aspects of your project.

  Plan – Our expert planners will turn the conversation into action, all while meeting your business needs and brand requirements. Select – Feel inspired by the fantastic options available to you through our hundreds of furniture vendor partners.
- Deliver and Install We promise an installation that you are 100% satisfied with. We will be with you at every stage, completing your project on time, on budget, and

A detailed list of our product offerings can be found at https://www.eway.ca/en/Landing/Sourcebook2024?page=218

Quality Standards and Certifications of Furniture

Specific products may hold unique and nuances certifications which can be viewed online at EWay.ca. EWay.ca acts as a live resource for every item that Canoe may

Specific to Furniture, our planners are furniture professionals who serve as specialists on your design team. We work with interior designers and other professionals to ensure that the many variables regarding furniture are covered off. The designers are skilled professionals trained in various design platforms.

Whether your project involves a special fabric, maximizing your points for LEED certification, or providing special furniture for employees with disabilities, our planners make sure there are no loose ends.

We are also COR™ Health and Safety Certified. The Certificate of Recognition (COR™) program is an occupational health and safety accreditation program that verifies a fully implemented health and safety program which meets national standards. COR™ is aimed at driving positive workplace behaviour and practices that lead to improved performance. Staples Professional is COR™ certified in Alberta, Nova Scotia, and Newfoundland.

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Provide a description of your Toner offering. Provide information on the quality standards and certifications of the goods. You can attach a more detailed list in the procurement portal.

Staples Professional can provide Canoe with OEM, Remanufactured and Private Label, Staples® brand products.

To offer Canoe the most competitive value and price, Staples has developed strong relationships with all major ink and toner manufacturers and OEMs. Our industry-leading buying power and scale help us to continually offer high-quality remanufactured ink and toner, delivering significant cost savings for Canoe

- ie source for all the OEM and major brands you need HP, Brother, Lexmark, Xerox, Dell, Canon, Epson, IBM, OKI, Samsung, Sharp and more
- All your machine needs covered from desktop to large network printers Achieve bulk purchase savings through ink and toner multi-packs
- Cain additional value savings through our high-yield cartridges that offer 30% more ink than standard cartridges Access to our private label TRU RED remanufactured toners offering superior value and quality that meets the OEM brands Our TRU RED line of toner meets the highest environmental and quality standards.

  Certified to ISO 9001-2000 and ISO 14001 quality standards
- 100% post-production tested for optimum quality and performance
- Backed by a one-year quality quarantee

- Packaging uses ink that is 100% vegetable oil based, soybean compliant (no heavy metal or organic compounds)

  Boxes and corrugated inserts are made from 90% post-consumer recycled content

  Staples will recycle your used ink and toner cartridges for free, helping you to reduce waste management costs and support environmentally responsible practices in your

Using our Ink & Toner feature on our e-commerce site you can easily find the ink you need by selecting the model type of your machine - this reduces ordering time and helps your users stay productive

A comprehensive list of our product offering can be viewed at - https://www.eway.ca/en/Landing/Sourcebook2024?page=182

Quality Standards and Certifications of Tones

Specific products may hold unique and nuances certifications which can be viewed online at EWay.ca. EWay.ca acts as a live resource for every item that Canoe may

Staples Professional sells Canadian toners that are intended for Canadian distribution and are authorized to resell toners within the Country of Origin.

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List any additional categories you would like to offer

We understand that Canoe needs a reliable, consistent, and cost-effective partner that focuses on quality and excellence while offering products that align with Canoe's diversity and sustainability goals. Staples is uniquely positioned to provide additional products and services to Canoe due our size and supply chain network.

Staples can provide Canoe with new and innovative solutions over and above the identified core products - this includes a curated selection of countless products:

Staples is currently an active Apple Education Authorized Reseller ("Reseller"), which includes authorization to sell Apple Products to eligible Canoe Members in the education sector at a

- Print and Promotional Products: Staples offers thousands of high-quality print and promotional products with a fast turnaround. Whether you need a few personalized gifts for clients, 10,000 custom t-shirts for your company's next big event, or an entire brand solution program tailored to your business, the creative experts at Staples Professional can help. We understand that branded merchandise is always part of a larger marketing or business initiative and we will work with Canoe to understand your member's objectives. Our print services include customized and on demand solutions.
- Business Essentials: We are a leading supplier of business products and services, providing the widest possible range.
- Facility and Sanitary Solutions: Performance, safety, and value are the hallmarks of our facility and sanitary products. We leverage our extensive national distribution network and direct relationships to get competitive prices on all the best brands
- Breakroom: From coffee and energy drinks to healthy snacks and cleaning supplies, we offer a wide variety of products for your breakroom.
- Safety and Personal Protective Equipment: When it comes to safety, you want the best for your employees. We carry thousands of products dedicated to making the workplace safer for you and your staff.
- Furniture: We offer interior design expertise and commercial-grade furniture delivered on time and on budget. We are always expanding our offering to give you everything
- Technology: We can completely outfit your conference room with everything you need including computers, monitors, phones, projection, webcams, and furniture
- Maintenance, Repair, and Operations Supplies: Staples offers a selection of popular MRO (maintenance repair, operations) supplies which can ship from Staples, reducing again the number of vendors and allowing for quick procurement all under one roof.
- Pack & Ship Solutions: Staples offers a wide range of solutions for your shipping needs. Our consultative expertise provides recommendations for cost enhancements to improve productivity and profitability on a broad assortment of tape, stretch, strapping, boxes, and more.

### **Engagement**, Marketing and Training

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Itom	Question	response *

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.

If successful in this solicitation, working with Canoe, we will set up a strategy for attacking the market in the areas of the country which offer the best opportunity to bring this unique program to market. The schedule for these activities will depend on the availability of Canoe, working with you to determine your top targets and priorities, as well as to develop a customized marketing plan.

It is important to note that we currently have over 1000 Canoe Members onboarded. Upon contract award, our Account Manager, Becky Sheppard, will everage their Inside Sales Support Teams to conduct monthly campaigns in attempt to convert non-members onto the new agreement. We will also everage our relationships with existing Canoe sales team to roll out our new program across each market, outlined further below.

### Marketing to your Members

Through our consultative approach, we implement programs effectively by communicating with Canoe and its members throughout the process. We will promote products in Canoe flyers as we have throughout our past engagements. We will use this as a chance to educate and inform members on our partnership. This has historically worked throughout our 30+ years of partnership and we anticipate this approach will continue to yield successful results

Our representatives are local, allowing for live, in-person support and communication. Our local account team will facilitate training sessions and communicate to end users during their in-person visits. We can host "Staples Office Supplies University" sessions to roll out personalized information sessions for each market as needed.

Using Staples Professional's marketing team, we design and implement communication programs to ensure maximum benefit for Canoe and the members. Your Staples account team will review the communication strategy with you and recommend tools available for your implementation program. We will create custom materials that are educational, informative, and enticing marketing materials to educate Canoe members on the Staples partnership. We will put a strong emphasis on the educational piece of marketing to Canoe members.

We also understand the challenges of change management, and our experienced experts can help guide you through the process and demonstrate the ease of doing business with us.

Next, Staples will put forth a targeted announcement to all eligible MASH agencies announcing that Staples Professional has been awarded the contract, we will follow up by then building campaigns with our sales team. Business development managers (BDMs) will target applicable organizations with SWAY cards that will tout the benefits of working with Staples Professional and Canoe. Calls will be made to get appointments with prospects and the group will provide an overview of the benefits of the program with co-branded leave-behinds as well as with PDF follow-up messages.

### Program Support

Frograms support
The support of the program will come in many forms. Seventy BDMs across Canada are responsible for developing our new customers, finding the right programs to suit their needs, and setting them up. Over 100 account managers then take over the day-to-day management of the account and assist customers in the administration of their account, online ordering and helping them with the right solutions to help them make their business that much better.

Training on the Canoe Master Agreement will be conducted at monthly sales call days, in local team meetings and during job-specific training calls. All methods will be used to ensure all levels of the organization are aware of the offering and how to use it. We have successfully rolled out similar programs in size and scope in this manner.

Communications with Member End Users
Assuring maximum program compliance is critical to helping Canoe members realize the full savings and benefits of your Staples Office and Related
Supplies program. To help get your end users excited about the switch, we will create customized communication materials that announce your program and
provide critical program details, such as user IDs, ordering site information and customer service contacts. For your teams, we will work with Canoe
members to create a customized suite of training materials and provide coaching to increase productivity while giving them all of the information and tools they need to effectively use our products.

### Ongoing Communications

Once the desired program is defined, the work is just beginning for your Staples Office and Related Supplies solutions team. We monitor all of your program activities and capture this data in reporting to provide you with rich reports across your entire business. As data is reviewed, we will communicate back to yourmembers with further recommendations for more program improvements. We'll also meet with Canoe and each member regularly to present business reviews, ensuring that your program is running smoothly.

One of our key differentiators is our commitment to providing an unparalleled number of experts and resources to ensure that all installations, technical, logistical, EDI, billing and local support requirements are covered. This includes a complete end-to-end communication and training plan to register all of your users for maximum compliance.

Staples Professional will market our products to Canoe members via EWay.ca, flyers, and email marketing. Staples Professional will use a variety of tools to communicate the features and benefits of Canoe's Staples program to your employees. From new user orientation guides to onsite training and seminars, your Staples account management and marketing teams are dedicated resources for all your program communication needs.

### Launching Your Staples Program

Staples Professional ensures the rapid and successful launch of your Staples program with a communication plan including eye-catching flyers, posters, emails and announcements. Designed to educate your employees, these materials include:

Coming Soon program "teaser" announcements to build excitement

One Month, One Week, Today is the Day announcements

Orientation Guides on your program features

Tip sheets and how-to materials for online ordering

- Tips and facts focused on ease of program adoption

Staples Professional uses online registration to remove the time-consuming process of registering Canoe 's employees for your program. Our unique Staples Professional uses online registration, setup and roll out of your Staples program, while removing the burden of registration from your desk. Staples Professional will send a customized email to your purchasers. This email provides the registration form and describes the conveniences of online ordering with EWay.ca.

Staples Professional New User Orientation Guide
Using your user profiles, Staples Professional will distribute new user orientation guides that contain all the information needed to begin ordering from EWay.ca.

Onsite Training
We can provide onsite trainings to familiarize Canoe's purchasers with your Staples program, demonstrate EWay.ca's features and answer any questions they may have. Sessions may be pre-recorded and shared for future new hires.

### Ongoing Communication

To ensure loyalty and compliance to the program, we maintain a schedule of fun and educational campaigns throughout the year. These campaigns highlight the benefits of your supply program, the importance of compliance and help drive savings opportunities.

At your request, Staples Professional will conduct seminars on topics such as ergonomics, organizational issues and security solutions. We can also provide seminars highlighting new features on EWay.ca.

New Product Promotion

We will send out email announcements for new products and their benefits. This will help increase product awareness and drive your employees to purchasing Canoe 's preferred items

Special Offers
We offer your employees Customer Appreciation Weeks throughout the year when they can receive discounts at Staples stores.

Online Promotions and Flyers
As registered users on EWay.ca, Canoe 's end users are eligible to receive email notification for customer-related promotions, such as vendor product
promotions. This feature is an option that you can choose to offer to your end user community. Additionally, EWay.ca has a "My Deals" section which
highlights the latest products introduced by our vendors with specially priced limited time offers.

We tailor our campaigns around Canoe's initiatives. For example, we can conduct an environmental awareness campaign to help educate your employees on sustainability and promote recycled products. This can help Canoe meet your sustainability goals.

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?

We expect Canoe to continue to support Staples as we promote your Office and Related Supplies program. Historically, Canoe has given us their full attention, participation, and support as we roll out new programs and we anticipate this mutually beneficial collaboration will continue. Our expectation is that we continue our strong relationship to bring Canoe new members and vice versa.

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 We will work with Canoe to establish region specific targets and train our teams on how to best achieve these targets. We will train our teams to thoroughly understand the value of the Canoe program in order to best present the value to existing and new members. Our first steps will include contacting all current Canoe members on other agreements in attempt to penetrate them into this new Office and Related Supplies contract. For example, if we have 400 Canoe members currently, we will contact them all individually to excite them on our new deal before clients. Include details on measure you will put in place, such as type and cadence of engagement etc. expanding to new customers without current relationships. We will host in person and virtual webinars and events to promote the launch of the Office and Related Supplies program. We will ensure ongoing communications with Canoe and consistently share best practices The cadence will vary based on call cycles for Account Managers and their teams however it will include in person communications, phone calls, email marketing, and more to stay in touch with Canoe members. 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 A new supplier who does not understand Canoe and its members may pose risk to your business goals, profitability, expansion plans and most importantly end-user satisfaction. Should Canoe decide to continue our partnership, these risks are automatically mitigated. Since we already have 1000+ members on board, we are well-positioned to continue to serve. on measure you will put in place. Implementation Plan
Thanks to the longstanding relationship between Canoe and, a strong integration already exists between our teams, processes, and systems. Your account team understands you and your member organizations. Our sales teams in various provinces are trained on your programs and are experts in marketing the benefits of the same to potential members. Hence, Canoe will not have to spend valuable time and effort training and onboarding a new supplier. In addition, by choosing to award the Office and Related Supplies program to Staples Professional, your members wouldn't need to spend considering and potentially implementing a new vendor for their organizations. Your trusted and knowledgeable account team will ensure that operational efficiencies are maintained, and we start working on the next phase of your program right from the date of award. Using the training plan outlined in our response to question #3 above, we will continue to train our team, train the Canoe team, and ensure a strong launch for the Office and Related Supplies program. Ongoing Review and Monitoring
Your account team, including Becky, consults with you regularly to ensure the program is exceeding your expectations and proactively suggest improvement opportunities. The team's ongoing activities include:
- Sharing transparent weekly and monthly reports as requested Measuring program performance (service and savings) through strategic cost analysis and periodic business reviews.

Working collaboratively to maximize efficiencies in your supply ordering (for example, minimizing small orders and maximizing online orders).

Conducting campaigns to maintain and increase end user program compliance, if needed.

Identifying opportunities to maximize vendor consolidation. Tracking Initiatives and Progress

We make it easy for Canoe to track the benefits of your program. Your account team will continue to analyze your spend and product usage data to identify applicable cost-saving strategies, which could include:

- Rationalizing product assortments. Shifting demand to Staples® brand and other alternate products that offer better cost value. Increasing end user compliance to the program (addressing "rogue spend"). Improving online ordering rates.

Mitigating potential industry-wide price increases.

Improving delivery and payment processes on your end. Reducing packaging waste to minimize costs. Minimizing returns. The findings of this strategic program analysis will be presented during periodic business reviews. In addition to cost savings, we will report on key service levels such as fill rates, cycle time and overall end user satisfaction and work with you to identity strategies for improvement, if needed.

Bid Number: CAN-2024-014

5	How will you be monitoring the adoption and utilization of the Canee contract by your sales and distribution network? Which key performance indicators will you be monitoring?	Staples Professional will continuously monitor the adoption and utilization of the Canoe contract by our sales and distribution network using the KPIs we have determined with Canoe at the onset of contract award. Our reporting capabilities ensure that you always have:  - Easy Access — Our reports are accessible through a variety of methods and in a variety of formats.  - Timely Information — Reports are delivered on demand or at pre-determined intervals.  - Detailed Insight — Gain a complete view of your spend—from individual purchasers across all your departments, budget centres, and locations to overall spend.  Common Reporting Formats  - Number of Active Stes  - Number of Active Steyers  - Net New Customers Ordering Office and Related Supplies for the First Time  - Order Data  - PBR Metrics  - Usage  - Usage by total dollars  - Year-to-date usage report by item  - Contract versus non-contract items  - Cost centre/PO number  - Fill rates/back orders  - Ill rates/back orders  - Ill rates/back orders  - Smart consumption  Standard Reports  - Sandra Costumary  - Backorder  - Invoice/ Invoice Detail  - Backorder Reports  - Backorder Perotrs are created and monitored daily. Customer orders are created for items automatically when the outstanding items are received into our warehouse, and then they are delivered to the customer. EWay.ca, our proprietary Internet ordering tool, provides inventory knowledge in real-time. The site also offers equivalent substitute recommendations at the point of purchases our customers are never left without the tools they need.  - Usage Reports  - The These reports are created addition or spreadsheet,  - Usage Reports  - The These reports are delivered to he customer EWay.ca, our proprietary Internet ordering tool, provides inventory knowledge in real-time. The site also offers equivalent substitute recommendati
		upon request, or at regular reporting intervals pre-determined.  Custom Reports In Canada, through our Data Warehouse, we can create almost unlimited custom reports on demand. The Staples Professional account management team works with our clients to create customized reporting based on the client's criteria. Some of the custom reports we have created of late allow our clients to:  - Focus on employees who have a higher than acceptable rate of return for credit.  - Focus on employees who have a lower than acceptable average order size.  - Focus on employees or cost centres that do not appear to be using Staples Professional as their office product provider.  - Focus on high spend items that have cost effective alternatives that could be introduced into the product mix and perhaps even replace originals on the core list.  - Focus on "order source" (phone, fax, EWay.ca) in order to identify end users who require EWay.ca encouragement.
		Environmental Reports We make it easy for Canoe to measure the impact of your sustainable initiatives through environmental reporting that quantifies the benefits achieved through the following:  - Recycled paper spend - Increased usage of online catalogues over paper versions - Consolidation of orders and deliveries
		Business Reviews Staples Professional makes it easy for you to quantify the value of your program through business reviews that highlight your savings and service levels. We will work with you to establish clear performance benchmarks that we track against using our global reporting systems. These metrics provide actionable information we can use to make ongoing improvements to your program.
		Benefits of Business Reviews  - Measure compliance to the program and identify strategies and opportunities for increasing compliance (end-user communications or educational campaigns).  - Demonstrate our performance in achieving objectives—compliance, savings, and service levels.  - Share key product usage and service-level metrics such as average order size, green product spend, order method, fill rate, return rate.  - Benchmark your purchasing data with industry peers so you know how you measure up and where there are opportunities for improvement.  - Highlight new products and services of value to Canoe—green products, new Staples® brand items.  - Identify cost-saving opportunities such as rationalizing product assortments, reducing invoice and administrative costs, improving online ordering percentages, and setting goals for minimizing returns and small orders to decrease overall program costs.
5	Describe your commitment to attending and/or sponsoring member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	Staples Professional has attended the following events for Canoe GPO and we are excited to continue to support your members at various engagement events:  - Spring Convention (Including our own section dedicated to Furniture)  - Fall Convention  - Provided Vests for Safety Insurance Program Support  - Sponsored a Hole at Golf Tournaments for 10+ years  - Participation in Canadian Association of Municipal Administrators (CAMA) Trade Show  - Ad-Hoc Support: Main Sponsor For a Virtual Tradeshow Software During Pandemic  - Key Suppliers Advisory Group  - Monthly Newsletters and Campaigns  Staples Professional is open to further discussions regarding attending and sponsoring Canoe member engagement events such as reverse trade shows,
7	Provide details on industry and association partnerships your	conventions, golf tournaments, educational offerings, retreats etc. We will happily participate in any events we can.  Staples Professional is a proud member of the following Industry and Association Partnerships that will be beneficial in promoting the Canoe contract in
	company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	Canada:  - Canadian Association of Municipal Administrators (CAMA): A non-profit association dedicated to improving municipalities across Canada. We have access to a toolkit allowing us to support the development of municipalities as an expert ISSA: ISSA is the world's largest trade association for the cleaning industry. As an Industry Partner, Staples Professional is granted many benefits such as access to tradeshows and digital events (such as receiving unlimited expo badges to the ISSA North American show), product and service promotions (such as joining the ISSA mailing list, access to member directories, etc.), advertising and media (such as discounts on advertising in ISSA's magazines, access to guest speaker opportunities on ISSA's podcast, etc.), education and certifications (such as group discounts on certification courses, complimentary subscriptions to ISSA's learning platform, etc.) and access to business tools and innovation (such as consultations, case studies, and more) - Ontario Association of School Business Officials (OASBO): OASBO brings together Ontario schools and facilitates information sharing throughout its members. They offer professional development opportunities through workshops, conferences, and annual meetings. OASBO assists Staples in promoting efficiency in our school business operations and related areas. They provide advice on various Ministries and other provincial Governments to promote the interest and management of education systems in Ontario Alberta Education Facility Administers Association (AEFAA) is a professional organization that supports educational administrators. AEFAA members gain access to exclusive professional development, employment opportunities, equipment purchasing and networking opportunities province wide. This includes invitations to conferences and workshops, opportunities to connect with other professionals, and provide exclusive access to resources such a discussion forcums and file sharing.

# Member access to goods

Describe the process and steps for Members to access the goods you offer.  $\label{eq:control}$ 

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.	We make it simple for Canoe members to set up an account and access our goods and services. While we already have 1000+ Canoe members set up, the approach to set up new members is simple – simple contact staples then we will get them set up within 24 hours. New members will simply need to provide their member code, their name, contact details, and email address and Becky Sheppard will have them set up within 24 hours.
2	Describe how Members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	Staples Professional offers various ordering methods to best serve Canoe. Regardless of which method is chosen by each member, they will have access to information, pricing, discounts, catalogues on our goods and services, while being able to receive quotes and place orders. Staples Professional maintains an online catalogue that can be referenced at any time while placing orders regardless of method used.  - Telephone: Telephone orders can be made by calling 1-877-272-2121. Phone orders are accepted by a team of over one hundred customer service representatives located at our call centres across Canada. We have 80% of calls answered within 20 seconds and have an average hold time of fewer than seven seconds. Orders placed over the phone are confirmed during the call and you will be apprised of the order status of each product on an item-by-item basis as you place your order and again at order confirmation. Should you require any changes, the customer service representative can make the change during the call or, if a change needs to be made after you've hung up, you can call with your order number and make the change then. Our customer service team possesses an intimate understanding of your program and will provide Canoe with consistent, knowledgeable support.
		- Fax: Fax orders can be sent through dialing 1-877-272-2127. All fax orders are entered before 5:00 p.m. local time the day they are received. The sender will receive a confirmation that the order has been received. This confirmation is automatically generated by our system. We can also send an email to confirm that the order has been entered, if required. If an item on the order is back ordered, our team sees that at the time of order entry and can inform Canoe in our confirmation email. Should you require any changes to be made, you can call customer service with your order number and make the change at that time. While we can and will accept fax orders, please note that legibility can sometimes be a problem and we highly recommend the use of EWay.ca for order placement.
		- Email: Email orders can be sent to EasyService@Staples.com, which is a central inbox. All email orders are entered before 5:00 p.m. local time the day they are received. The sender will receive a confirmation that the order has been received. This confirmation is automatically generated by our system. We can also send an email to confirm that the order has been entered, if required. If an item on the order is back ordered, we see that at the time of order entry and can inform Cance in our confirmation email. Should you require any changes to be made, you can call or email customer service with your order number and make the change at that time.
		No matter which ordering option is used, Canoe's negotiated pricing is automatically referenced. To ensure orders are delivered the next business day, orders must be placed Monday to Friday by 4:00 p.m. local time, regardless of which order method is used.
		While ordering through our secure online ordering website, EWay.ca, is the most popular and efficient way to place orders, Staples Professional is also prepared to accept orders by telephone, fax, and email. By providing multiple ordering options we let Canoe's end users choose the method that's most convenient and in alignment with their technical requirements and corporate cultures with no minimum order quantities or values.
		Online orders can be made by visiting EWay.ca. EWay is immediately available to any Staples Professional customer with Internet access. There's no need to purchase special software or equipment. As soon as you are logged in, you can access the user-friendly online catalogue and begin ordering. The online catalogue includes an index, photos, and detailed descriptions of hundreds of products available at your fingertips. It has the familiar look and feel of a consumer site plus sophisticated search features needed for Canoe. Orders may be placed online via EWay.ca 24 hours a day for your convenience.
		Offering flexibility and connectivity, our online ordering system, EWay.ca, will enable you to find, order, and pay for products in one system with the capability to consolidate your vendor base and reduce procurement costs. EWay is immediately available to any Staples Professional customer with Internet access. There's no need to purchase special software or equipment. As soon as you are logged in, you can access the user-friendly electronic catalogue and begin ordering. EWay.ca is available for 24/7 secure online ordering at your convenience. The online catalogue includes an index, photos, and detailed descriptions of thousands of products. You'll enjoy speed, flexibility, and selection—all at no added cost.
		With EWay, Canoe will benefit from a robust e-commerce solution that reduces the time users spend ordering, lowers your internal ordering costs, provides greater spend control and management, works with your existing ERP, e-procurement or financial systems, and is scalable to grow as new users join. To make the online ordering process even more environmentally friendly, our e-commerce services through EWay are powered with 100% clean, green electricity through Bullfrog Power®.
		Key Features of EWay  - Real-Time Product Information and Pricing — Check the availability and quantity of stocked products at the nearest fulfillment centre and receive product alternative suggestions if a product is out of stock or back ordered. The online catalogue will always reflect your contract pricing through a real-time link with our ERP system to ensure there are no gaps between the prices displayed online and your defined contract pricing.  - Customization — EWay can be customized to fit your requirements. This includes setting up multiple shipping addresses, suggesting alternative products, and so
		much more.  Green Alternatives with Switch to Eco – We offer many green products that match the high-performance characteristics of a standard product with less environmental impact. When a user selects a product to order, EWay will identify a similar green product available as an option to order.  Savings Alternatives with Switch to Save – This feature of EWay allows Canoe to choose alternative products to drive savings. When a user selects a brandname item the system will identify a similar product, offering an immediate opportunity to save money.  Selection – Customers have access to countless products in an intuitive online catalogue.  Shopping Lists and Order History – Create and view your lists of frequently ordered items and locate previous orders easily for faster reordering.
		- Saved Orders - Build and save a shopping cart of your order for submission later on; these terms will remain in your cart when you're ready to submit the order.  - Ink & Toner Finder - EWay's Ink & Toner finder helps you get the right toner or ink every time, just by knowing your machine's make and model.  - Order Confirmation - Canoe will receive order confirmation via email for each order placed. For orders that require approval, users will receive approval confirmation by email.
		- Online Order Management – EWay enables users to review their order status. This will provide the user the ability to review any outstanding back orders as well as orders that are awaiting approval and or orders that have been delivered. Line notes in EWay allow users to make any notes—such as names or departments—next to individual items.
		- Order Status in Real Time – Users can easily track orders online. Orders can be filtered by order status to see in real time whether an order has been cancelled, shipped, or is still open or awaiting approval. Users will always see real-time status by order ine including an updated lead time for back-ordered items. Orders showing as shipped will include proof of delivery with the considere's name and signature.
		- Multi-level Approval Process – EWay allows for a multi-level approval process. We can establish approval workflows to keep track of account expenditures by user/departments from a central point. Several methods of approval can be set up including that only non-contract items are sent for approval, orders greater than a certain amount require approval, etc. Budgets can also be set up by users and have approval required only when the budget is exceeded. We will develop an approval hierarchy that works for Canoe. Approvals are also available on mobile devices to ensure that orders are not held waiting for managers who may be out
		of the office.  Group Orders – Users can invite other users to shop online with a single shopping cart for multiple users and one checkout process. This feature eliminates the administrative burden to facilitate orders manually through multiple emails, sticky notes, or verbal requests.  - Live Help – EWay's live online chat can be used to contact our customer care team for product information, order follow-ups, questions about your account, and more, all in real time. The Live Chat button appears at the very top of EWay's interface.
		Comprehensive Training for EWay Staples Professional has an e-commerce team that can provide industry-leading training and support to your users with regard to EWay and its features. The team can provide a seminar/webinar exclusively for your users at a time that works best with your schedule.
		We also offer immediate access to our online resource centre. This site is loaded with FAQs and tutorials aimed to provide basic, step-by-step training sessions for your users.
		EWay Technical Support  Technical support is available toll-free at 1-877-272-2121 or by e-mail at Easyservice@Staples.com. We also offer the aforementioned online live chat with a customer care representative for immediate support. We are committed to exceeding your expectations by providing quality support in an accurate, timely, and professional manner. We will honour that commitment by carefully listening, working to understand your needs, providing rapid access to technical knowledge, and soliciting your feedback on our performance. Our goal is your complete satisfaction.
		Most importantly, we know that ongoing training is a key success factor in making a program successful and Staples Professional will work with Canoe to establish a process of continuous training to onboard new employees throughout our partnership. We are committed to developing a complete training and orientation program as a standard component for users that may need a refresher or for users who are new to your organization.
3	Are your products available through an e- marketplace platform? Include a link to your e- marketplace.	Yes, Staples Professional's products are available through an e-marketplace platform. We encourage Canoe to visit our website at https://www.eway.ca/en?CID=EM-EWA/WELCOME-en-shopeway, and using the following demo information, Canoe can get acquainted with the look and feel of our e-marketplace platform. Please note that this is purely for demonstration purposes. Upon contract award, your team will input our negotiated pricing and can provide custom features such as Canoe-specific imagery and banners.
		Staples Professional has been an e-commerce leader with our award-winning electronic ordering platforms. Our platforms offer an easy-to-use ordering tool within a robust procurement application. They feature flexible ordering, billing, reporting, and approval routing plus intuitive navigation and multiple search options. Customers can search by product category, subcategory, or manufacturer to quickly find the Items needed.
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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. We are able to create a punch out interface to allow Canada Post and Purolator to connect to our ordering system. Staples Professional has extensive in-house expertise when it comes to supporting e-procurement system integrations for organizations of all sizes across the country. We have experience working with procurement platforms including Coupa, Ariba, Oracle, Workday and Jaggaer The integration process involves linking your procurement platform with the Staples Professional systems that enable the order placement and fulfillment process. This includes catalogue integration, Purchase Orders processing and delivery of electronic invoices. Supported formats for Punchout and document exchange include OCI, CXML, XCBL and EDI. Our differentiators include: Our dimerentiators include:

A comprehensive integration process that allows us to implement an e-procurement solution for you.

Full integration capabilities with all major third parties including Coupa, Jaggaer, Ariba, Workday and PeopleSoft among others.

Dedicated in-house, Canadian-based implementation coordinators and e-procurement integration teams that manage all technical aspects of integration, ensuring a timely and accurate setup while minimizing demands on your internal IT resources.

Full integration testing and quality assurance before the Go Live date. Detailed project plans that establish clear roles and timelines for execution Having a team dedicated to your e-procurement integration keeps the process running smoothly and on track. Our team will provide expert consultation and help develop an e-procurement strategy customized to your needs and requirements. Benefits include the following:

- Dedicated e-commerce implementation team that project manages all phases of integration—reducing demands on your IT resources. Consultative approach that identifies ways to improve current processes and reduce costs. Expertise in a wide variety of e-commerce and e-procurement systems. Detailed project plans that establish clear roles and timelines for execution.

Rigorous process testing and quality assurance to ensure flawless execution prior to e-commerce rollout. How would you support a Member with transition account management, change management etc Staples Professional will act as your true partner throughout the engagement and will provide support to Members with transitions, account management, change management, etc. when onboarded onto the Canoe offering. We understand this may require a change in process or procedures for employees and will work when onboarded onto the Canoe offering which may alongside Canoe to simplify the transition. require a change in process or procedures for its employees, accounts payable, etc. New Stanles Clients By choosing a supplier that has the experience and resources to do the heavy lifting of changing suppliers, Canoe can remove the work and cost from the process. Consistent execution is the hallmark of any effective process. Our proprietary three-step implementation is the result of thousands of customer implementations. It has been refined and honed with each customer implementation so that we can ensure an even easier transition and implementation experience for you Define: You define your goals and objectives. We build a custom program based on what you want. We'll look for cost-saving opportunities based on current rends and purchasing needs. We'll also define KPIs.

Develop: We customize the ordering site, create a communications strategy, and test all systems and invoicing processes. We also finalize your contract product - Deliver: We'll conduct trainings with your employees at program launch, coupled with extensive program communications. We can also set a 60-day follow-up meeting to review your program The implementation project team is dedicated to leading the timely transition of all new customers. The team helps with the set-up and maintenance of your account and provides implementation services and communication documents.

The team will identify your project goals, tasks, and objectives to keep your timeline on track. As your business and needs changes, we will reintroduce the project liaison to work with you to redefine the business needs for your Staples Professional offering. Staples Professional provides a custom project-plan strategy based on your business needs by using internal or customer-based project planning tools What Differentiates Our Approach? A dedicated project manager to oversee the entire implementation process, reducing the demands on your organization and keeping all supporting teams on track. The ability to ensure consistent program adoption across your company. The admits to ensure consistent program account program account an early control program accounts of the control program accounts and an early control programs. Seamless implementation with the technology you've invested in—our expertise with all third-party e-procurement systems means you don't have to change a thing. With your dedicated Staples Professional strategic account leader/account manager, communication lines to your decision makers and user base are streamlined Existing Staples Clients Our process is even easier for existing Staples clients in other programs. With written approval, we can swiftly move over their program within 24 hours with no change in access or availability ensuring a smooth experience for end users. The process can be customized to avoid any changes in procedure for the clients unless requested and an upgrade to support their requirements now under Canoe. Our process surrounding AP can also be customized to offer Canoe billing or direct programs with Staples to support each organizations unique requirements. At Staples, we will always suggest what is most beneficial for each customers unique needs. We will begin by meeting with the interested customer to audit, In a case where your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you understand, and ask questions to determine the best solution for them. address this situation? f a customer desires to be onboarded onto the Canoe offering, we will begin the transition process. This can occur within hours or days -

# Sales, distribution and delivery network

Question	Response *
Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area that the Proponent	Staples Professional covers all major Canadian geographic regions including Pacific (BC), Prairies (AB, SK, and MB), Ontario (ON), Quebec (QC) and Atlantic (NB, NS, PEI and NL). We have the largest logistics footprint to support Canoe nationwide, with two large distribution centres in Alberta and one in Saskatchewan.
wishes to do business in. Your response should address at least the following areas.	We can deliver to 100% of urban locations and 85% of rural areas with no issues – this includes extremely rural areas that may require the use of ice roads, barges, ferries, and more. We complete around 10,000 shipments a day and our delivery network can get to 85% of the Canadian population the next business day.
a. Sales force.     b. Dealer Network or distribution methods.     c. Service personnel/teams.  Please include details, such as the locations of	We are headquartered in Mississauga, Ontario, and provide nationwide coverage through our sales offices and distribution centres located across the country. Our Canadian locations are strategically located close to our delivery partners, vendors, and customers to keep our network costs low while providing incomparable service. Our delivery experience—combined with our advanced distribution network—makes us the industry leader, perating our own fuffillment centres means we purchase in bulk and stock most of the products our customers need, reducing our dependence on wholesalers, keeping our product costs low, and ensuring the fastest possible delivery to our customers.
your network of sales and service providers, and any overlap between the sales and service functions.	We use a supply-chain model that sources directly from manufacturers, with most of our customer orders shipping from our network of fulfillment centres or directly from a manufacturer. Our model contrasts with most dealers that source principally from wholesaler facilities. This dealer model means products travel through three steps in the supply chain before they get to the customer—manufacturer, (hoeld sealer—which translates into three markups when developing a customer's end price. By sourcing directly from manufacturers, Staples bypasses one stop in the supply chain. This translates to one less markup for our customers.
	We have multiple distribution facilities across Canada that we use to service our B2B customers. With this extensive network, we have over 550,000 square feet of storage space in our primary distribution centres as well as 150,000 square feet of storage space in our secondary distribution centres.
	Delivery that exceeds your expectations is the hallmark of our brand. We operate a fleet of more than 200 company-owned or leased delivery trucks out of seven fulfillment centres throughout Canada. Our distribution model not only ensures accurate, on-time deliveries, but we continually remove cost, waste, and environmental impacts from your supply chain and internal shipping and receiving processes.
	In addition to maintaining our own fleet, we work with couriers for territories more effectively reached by their delivery networks. We maintain deep relationships with a core group of carefully selected third-party courier providers to ensure they can meet all our service and quality standards. We provide documented procedures and training materials to couriers and we measure their performance using all the same metrics we use for our own delivery service.
	No matter where in Canada your business operates, our associates are committed to providing unparalleled service to all your locations.
	Sales Force, Dealer Network and Service Force Our sales force is a combination of business development executives, account managers, inside sales representatives and multiple backend teams that bring Canoe the best service possible. We have over 250 members in different sales departments, with minimum overlap so that everyone can dedicatedly focus on his/her responsibilities to ensure maximum productivity. Canoe will be supported by Becky Sheppard, who will leverage her experience, and Staples Professional's 30+ years' of Canoe experience.
If applicable, describe how your distribution partners will be leveraging the contract? If not applicable please write N/A	N/A
Describe your delivery model including timelines, regional restrictions, and exclusion from your offering.	Standard Delivery  Through our fulfillment centres and delivery network in Canada, Staples Professional will effectively process and deliver orders for in-stock, catalogue items to your location within one to three business days. For most locations, deliveries will arrive the next business day. The cut-off time for standard deliveries is 4:00 p.m. local time. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding holidays). Note that orders may be placed online via EWay 24 hours a day for your convenience.
	Additionally, we can set up repeat, standing orders to limit the carbon footprint of multiple deliveries, maximize receiving times and drive administrative efficiencies.
	Nonstandard Delivery Remote Locations
	Remote locations are locations that are not as easily reached by Staples Professional or our trusted third-party carriers. These locations may experience longer delivery times. We are aware of the impact that shipping has on the environment and your business. We recommend minimizing potential shipping costs by increasing your order size (for example, placing one large order per month instead of several small orders throughout the month). We can also help you implement 'hard stop' order controls that prevent users from placing orders under a minimum amount. Please note that while some satellite locations may take longer to deliver to, all are serviceable.
	Drop Shipments Staples Professional can procure, manage, and deliver every product you need, including unique proprietary products. We have relationships with hundreds of suppliers who offer drop-ship capabilities for many of these items.
	Rush Orders Same-day (rush) delivery may be arranged for some locations by contacting customer service. We require a lead time of four hours in order to process same-day delivery requests with a cut-off time of 1:00 p.m.
Describe your how you manage government sales. Include details on the sales and training structure and how you specifically address sales	Staples Professional's team includes government specialists for each unique market we serve. We deeply understand Canoe's requirements. Staples Professional maintains national processes for best practices on a federal, national and provincial level with different market strategies for each level.
and marketing with public sector clients.	For example, as outlined in the following article published by the Rural Municipalities of Alberta, and featuring a quote from Staples Sales Manager, Kevin Kraiger, municipalities have similar needs – it is beneficial for municipalities to be supported by a team that understands their specific nuances. (https://www.municipalworld.com/feature-story/economies-of-scale-joint-purchasing/)
	Our specialized approach ensures all public sector entities (governments, schools, small towns, etc.) has access to robust expert advice and guidance throughout their interactions with Staples Professional. Canoe will be supported on both a national and local level.
	One of the key differentiators that we offer is the service and support of our vertical sales leaders (VSLs). A VSL is a seasoned sales professional who works exclusively with our customers in the unique fields. The VSL strategizes with our customers to ensure the success of their programs and strives to deliver unparalleled value. As the subject matter expert, the VSL can share best practices and commonalities with all our customers in this market segment.
	The VSL administers and fosters collaboration of national contracts as well as delivering training to and working with our field sales organization to drive success with our customers.

# Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Reponse *
	Describe your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	All products are guaranteed against manufacturing defects and are covered by each manufacturer's guarantee. Defective products other than technology can be exchanged within 30 days of receipt. In the unlikely event you receive defective Staples® brand products, you may return these products at any time for a full refund or replacement. Your satisfaction is 100% guaranteed.
		Ensuring your suppliers are providing the highest-quality products is important. We strive for complete customer satisfaction. In the event your purchase does not meet your expectations, simply contact us by emailing EasyService@Staples.com, by calling 1-877-272-2121, or by accessing our online chat and providing your account number and the invoice number. You can also submit a request for return in EWay. We will work with you to ensure the affected products are repaired or replaced as quickly as possible.
		We will accept returns of a product in saleable condition, within the applicable terms and return period noted below. Credit will be issued only when the item has been returned to us. Pick-up charges may apply if outside our local delivery areas. All credit claims for damaged products, sales errors, and short shipments should be requested immediately after receiving and werifying your order and no later than 10 business days from the invoice date. All requests for proof of delivery must be received within 60 days of the invoice date.
		Office Supplies Office supplies can be returned within 30 days of receipt.
		Defective Products and Limited Warranty All products are guaranteed against manufacturing defects and are covered by each manufacturer's guarantee. Defective products other than technology can be exchanged within 30 days of receipt. In the unlikely event you receive defective Staples® brand products, you may return these products at any time for a full refund or replacement. Your satisfaction is 100% guaranteed.

What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP? Staples Professional strives for complete customer satisfaction. In the event that your purchase does not meet your expectations, simply contact us by email at easyservice@staples.com, by calling 1-877-272-2121, or through our online chat and provide your account and the invoice number. We will accept returns of a product in saleable condition, within the applicable return period, with its complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts where applicable, and a copy of the packing slip. Credit will only be issued when the item has been returned to us. Pick-up charges may apply if outside our local delay areas. All credit claims for damaged products, sales errors and short shipments should be requested immediately after receiving and verifying your order and no later than 10 business days from invoice date. All requests for proof of delivery must be received within 60 days of the invoice date. Office Supplies: Office Supplies can be returned within 30 days of receipt Hazardous and Oversized Materials: Partial cartons or opened Containers of hazardous materials cannot be returned. It is your responsibility to ensure the roducts are used and/or disposed of in accordance with all applicable local, provincial, federal laws and environmental rules and requiations. Staples® brand products have been frequently rated the most trusted brand in office supplies in North American customer surveys & are available in over 25 countries. We proudly back Staples® brand office supplies & facilities products with a 100% Satisfaction Guarantee. If at any time you're not absolutely satisfied with your Staples® brand purchase, just return it. We make it that easy. In addition to the terms outlined, Staples Professional can offer programs to Canoe to ensure our products are performing as expected and provide feedback for improvements, thus reducing the potential need for returns, reimbursements, and remediation When it comes to find suitable substitute products, we are confident that with more than 76,000 products available, we can find the product you need. However, should you require something that isn't available, our merchandising team can work to source it by leveraging our extensive network of manufacturer partners Once your program is running smoothly and implementation is complete, your Staples Professional team will consult with you regularly to ensure the program is exceeding your expectations and proactively suggest improvement opportunities. We will measure program performance through strategic cost analysis and regular business reviews. We will continuously analyze your spend and product usage data to identify applicable cost-saving strategies, which could include the Rationalizing product assortments Shifting demand to Staples® brand and other alternate products that offer better cost value. Identifying opportunities to maximize vendor consolidation. identifying opportunities to maximize ventor consolidation.

Increasing end-user compliance to the program (addressing "rogue spend").

Improving online ordering rates.

Minimizing small orders. Mitigating potential industry-wide price increases Improving delivery and payment processes on your end. Reducing packaging waste to minimize facility costs. Minimizing returns. Describe any service contract options for the items Staples Professional is your true partner throughout the engagement and will provide access to a variety of service contact options for the items included in our proposal. This includes but is not limited to included in your proposal. Robust Delivery Network: Staples Professional has one of the most advanced distribution infrastructures in the industry. Our goal is to execute the most - Robust Delivery Network: Staples Professional has one of the most advanced distribution intrastructures in the industry. Our goal is to execute the most feetive and efficient delivery plan to meet your needs. They will ensure accurate, on-time delivery at every location. We leverage the following tools to provide exceptional delivery:
o Radio Frequency Technology: RF technology provides real-time access to inventory quantities and locations, allowing end users to view stock availability as they order. In addition, RF technology is used to manage receiving, put-away and other warehouse inventory functions, including pick location replenishment and cycle counting. It instantly verifies operator entry and allows associates to catch errors before they happen. o Warehouse Management Systems: Our proprietary Warehouse Management System ("WMS") tracks—in real time—the inventory level of each item in each of our regional fulfillment centres. WMS links each location to a minimum of two local wholesalers so we can quickly procure items not stocked at the warehouse facility. The products are picked and packaged overnight and delivered by the corresponding wholesaler to each facility before 5:00 a.m. the next business morning. These items are merged with the stock items at our facility and shipped the same day. We can sort and batch orders by multiple routes and sub-routes, further speeding along the order fulfillment process. The system allows us to process orders of any size, from a single flash drive to hundreds of three-ring binders, without impacting speed of delivery. o Delivery Route Planning: Before the task of picking the order begins, the transportation analyst at the distribution centre creates routes for all the next business day's deliveries. Using route optimization technology, Staples Professional maps out recommended delivery routes for each driver to maximize time and fuel efficiencies. o Pick, Pack, and Load: From approximately 4:00 p.m. to midnight, orders are picked and packed in the warehouse and loaded on trucks. Picking and packing orders is a sophisticated science in liself. Staples Professional has invested in pick-to-voice technology to ensure the highest level of accuracy for every order. Using a seemingly endless system of flow racks, static shelving, hand-stack racks and pallet racks, products are picked and verified using a paperless and hands-free system that directs pickers to products through voice-recognition technology. o Pick to Voice Technology: Information from WMS is transferred to employees' headsets, telling them which products and quantity to pick in a specific area to maximize efficiency. As orders are completed, they are loaded directly onto the trucks, stocked and sequenced from the first delivery to the o E3 Inventory Management: Our inventory management system, E3, forecasts demand for each item in each region and calculates the optimum quantity needed to fulfill customer orders. It forecasts future demand, tracks supplier lead times and adjusts for seasonality; it also automatically alerts inventory analysts to potential out-of-stock products and shifting sales trends. All inventory analysts go through a comprehensive 30-day E3 training program taught by experts dedicated to this responsibility. This combination of expertise and technology has enabled Staples Professional to consistently achieve a high nationwide fill rate for next-business-day deliveries. - In-Depth Reporting: Through your partnership with Staples Professional, you will gain access to a comprehensive suite of reports. With these tools and resources, you can identify procurement trends, isolate savings opportunities, and make informed purchasing decisions. The extensive reporting that we offer is one of our market differentiators, both in terms of scope and in the detail of the information we provide. Our ordering, invoicing, and reporting systems operate on one national platform so you can be sure that the reports you access are accurate and consistent, giving you total transparency. These reports are updated regularly and can be delivered to you in several different formats upon request or at predetermined reporting intervals. Additionally, the reports can be customized to meet any unique reporting needs required by Canoe. Exceptional and Local Account Management: At Staples Professional, we believe our account management professionals should act as business partners

- EXCEMBURIAN AID LOCAL ACCOUNT MANAGEMENT: AT STAPIES PTOTESSIONAL, WE DELIVEY OUR ACCOUNT MANAGEMENT PROFESSIONALS Should act as business partners, adding value to your procurement process to drive a successful program. By investing our own expert resources into your business, we can ensure that your program is managed strategically and proactively, saving you time and money. Canoe will be supported by a local team of talented professionals including Becky Sheppard and Kevin Kraiger who will be responsible for the program implementation and will work with your senior management team to develop strategies to support efficiencies and program improvements. Becky and Kevin will be supported by a team of specialists to assist in every capacity as needed (ex. E-commerce team, customer care, etc.)

Talented Support Teams: Working with the strategic account leader, Becky Sheppard, are business and process experts with specialized knowledge in every
area of your procurement program, including a large, trained, and trusted Customer Care team to support Canoe. Each associate specializes in key aspects
of your service model, but your strategic account leader/account manager will act as your conduit to all these services. Together they will provide proactive
and dedicated service for Canoe.

### Question

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.

### Response

Becky Sheppard will provide transparent weekly and monthly reports for Canoe's review. This is a service offering we are currently providing and can continue to under this contact. We pride ourselves on maintaining upfront, open, and honest reporting

Upon award of contract, we will work with Canoe to further define the specific contract deliverables and how they will be measured. Throughout the term of our agreement, these deliverables and the pricing will be measured and to ensure alignment with our legal agreement.

Staples Professional has a dedicated pricing team and processes specifically designed for large customers and GPOs such as Canoe. Our talented team will review the account and contract and review all pricing language including terms, price increases, contract changes, etc. to ensure compliance with the proper

For customers with legal agreements, we have a pricing compliance manager who is responsible for implementing and reviewing pricing to ensure it aligns with the terms and conditions of the legal agreement. A copy of the legal agreement is required before any pricing is loaded into our pricing system. This is audited against the file that is loaded onto the account at the time of implementation. Requests to change pricing throughout the lifetime of the contract are also reviewed by the manager and supported with documentation to ensure compliance. This extra layer of administration support will serve as assurance that Canoe nembers are receiving pricing as agreed to.

Staples Professional agrees to periodic audits throughout the lifetime of the contract, subject to mutual audit rights at the time of negotiation. This provides transparency for both parties with respect to what information outcome will be delivered and within what timeframe.

An organization as large and diverse as Canoe needs extra layers of support to achieve compliance excellence across all members and locations. As we roll out new Staples Professional programs, we keep the lines of communication open to ensure any unexpected challenges are communicated and addressed with an immediate solution to mitigate any risks. This includes a complete end-to-end communication and training plan to register all users for maximum compliance. The end-result with our implementation process is always focused on our client's satisfaction and a smooth transition to the new program

Reporting
Once your program is running smoothly and implementation is complete, your account team will consult with you regularly to ensure the program is exceeding.

The team's consisting activities include:

- once your program is training announcy and implementation is complete, your expectations and proactively suggest improvement opportunities. The team's ongoing activities include:

  Measuring program performance (service and savings) through strategic cost analysis and quarterly/annual business reviews. This provides greater transparency into your purchasing patterns and helps identify opportunities to build greater compliance and innovate solutions for your critical business challenges.

  Working collaboratively to maximize efficiencies in your supply ordering (for example, minimizing small orders and maximizing online orders).
- Conducting campaigns to maintain and increase end-user program compliance, if needed
- Identifying opportunities to maximize vendor consolidation.

During regular business reviews, we can conduct an audit of the pricing charged to the GPO members

Staples Professional continually works through procurement and with our vendors to both absorb (through efficiencies) and offset cost increases. We are one of Staples Professional continuative works introducing procurement and with our ventors to boar absorb (introducing entire response) and offset cost increases, we are one of the largest distributors in North America and have built long-term, strategic partnerships with vendors and manufacturers across Canada and the United States as well as other regions across the globe. Our merchants use these partnerships to negotiate the best cost of goods through our annual vendor negotiation process in addition to when market conditions change throughout the year. These market changes may include but are not limited to currency fluctuations, raw material cost changes, labour impacts and transportation costs. In the case of a vendor price increase, suppliers must provide documentation to support their proposed increase. We strive to provide the best value to our customers by constantly reviewing pricing using the market intelligence our team of experts collects and by everaging our vast buying power while executing cost negotiations.

Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.

Staples Professional has worked alongside Canoe for one decade to create a customized reporting system that works collaboratively with your internal systems. Our custom reports are configured to work with your platform to ensure customized files do not corrupt Canoe's operations. We can continue to provide these custom monthly sales report if successful under this RFP. By continuing to be supported by Staples Professional, Canoe is reducing the risk of change, and the adverse affects that can follow when changing suppliers. Continuing a relationship with Staples Professional will enable Canoe to realize cost and time benefits while reducing downtime for change management.

As part of your contract with us, you will have access to a suite of reports and support to help you analyze spend and make informed purchasing decisions. Staples Professional currently provides all reports required by Canoe and if successful in this RFP, we will continue on with our service delivery. We can also customize reports further if required under this RFP.

Through our Data Warehouse, we can create almost unlimited custom reports on demand. Becky Sheppard will work with Canoe to create customized reporting

- pased on your required criteria. Some of the custom reports we have created allows our clients to:

  Focus on employees who have a higher than acceptable rate of return for credit.

  Focus on employees who have a lower than acceptable average order size.

  Focus on employees who have a lower than acceptable average order size.

  Focus on employees or cost centres that do not appear to be using Staples Professional as their office product provider.
- Focus on high spend items that have cost effective alternatives that could be introduced into the product mix and perhaps even replace originals on the core
- Focus on "order source" (phone, fax, EWay.ca) in order to identify end users who require EWay.ca encouragement.

Common Reports
We offer a number of reports that provide statistical information to track our performance and service levels along the various points of our process. These reporting metrics with be shared with you during regular business reviews or at any interval – such as monthly. Using these reports, we can analyze areas for service improvement and develop strategies for reducing returns and increasing average order size and program compliance to improve cost efficiencies. The extensive reporting that we offer is one of our market differentiators, both in terms of scope and in the detail of the information we provide. Our experience with customers similar in size and scope to Canoe has enabled us to develop reporting solutions that meet the complex demands of our varied customer base.

Reviewing and Implementing Report Findings

Staples Professional makes it easy for you to quantify the value of your program through business reviews that highlight your savings and service levels. We will Staples Professional makes it easy for you to quantify the value of your program through business reviews that highlight your savings and service levels. We will work with you to establish clear performance benchmarks that we track against using our global reporting systems. These metrics provide actionable information we can use to make ongoing improvements to your program. The benefits of business reviews include:

- Measure compliance to the program and identify strategies and opportunities for increasing compliance (end-user communications or educational campaigns).

- Demonstrate our performance in achieving objectives—compliance, savings, and service levels.

- Share key product usage and service-level metrics such as average order size, green product spend, order method, fill rate, return rate.

- Benchmark your purchasing data with industry peers so you know how you measure up and where there are opportunities for improvement. Highlight new products and services of value to Canoe—green products, new Staples® brand items. Identify cost-saving opportunities such as rationalizing product assortments, reducing invoice and administrative costs, improving online ordering percentages, and setting goals for minimizing returns and small orders to decrease overall program costs.

Do you allow public entities to order from multiple contracts and GPOs?

As noted previously, we will always suggest what is best suited for each customers unique needs. We will find a solution that is mutually beneficial for customer and for Staples.

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

Quality is the key to our customer satisfaction and our way of life at Staples Professional. We maintain high levels of quality by following our corporate ISO odon't justified by a four distance satisfactor and our way or line at observed in the collapse's investment in the result of quality of indivining our collapse's investment in the result of the light strength of service and accuracy within each area of our operations. We are rigorous in tracking our performance in every facet of operations, from distribution to Customer Care to product listings in our catalogues.

As a large and reputable organization, Staples Professional maintains accurate and sophisticated data. Becky Sheppard provides both weekly and monthly reporting to Canoe to review our data transparently. Becky will continue to provide this data to Canoe to ensure accurate reporting. Price is directly associated to contracts - therefore, pricing under GPOs are tracked back to the account number. This will ensure accurate reporting of usage to

We also must ensure information is accurate for our own internal reporting and accounting purposes, therefore is it crucial for us to ensure accuracy in our data for both Canoe, and Staples Professional's purposes

# Social benefits

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 benefits

Lina	Question	Response *
		We understand that our operations directly impact the local communities where we operate and therefore strive to have a positive influence where our associates live and work. We do this by creating new jobs (both through direct employment and indirectly through our supply chain) and fostering local economic development.
	and offerings contribute to Canoe members' ability to meet their respective	Our retail stores across Canada generate local employment opportunities in big and small communities alike. We also provide support for important educational community initiatives through financial contributions, associate engagement and volunteerism in local, regional, and national causes and in-kind, corporate donations. By actively engaging with our communities, we can better build more cohesive relationships and positively influence society as a whole.
		Our efforts contribute to Canoe's ability to meet their respective goals as we share our knowledge with members throughout our engagement. This may include sharing sustainable product substitutions and/or promoting environmentally friendly products in monthly Canoe flyers.
		The following are just some of the numerous organizations where our associates volunteer their time and efforts to make a positive impact to the community: Canadian Cancer Society, Junior Achievement of Canada, Boys & Girls Clubs of Canada, CIBC Run for the Cure, YMCA, Canadian Diabetes Association, Big Brothers Big Sisters, and Tree Canada.
		Supporting Our Local Economy At Staples, we strive to make a difference in the neighborhoods where our customers and employees live, work and play. We encourage our associates to contribute time and energy to the causes they believe in and we support our local communities through community service, financial contributions and in-kind donations. From customers to colleagues, we all share in each other's success and dedicate our time and resources to community service, community events, mentoring, fundraising and much more.
		Some organizations we have supported include:  - Kids Help Phone: For the last few years, Staples has put together a Pink Shirt Day program to sell t-shirts and hoodies to schools, charities and organizations to support various campaigns and initiatives. 100% of proceeds supporting Kids Help Phone in their mission to enable youth in every community across Canada to access the support they need in the way they need it most
		- Staples Cause for Caring: Founded by associates and funded by associate and corporate contributions, Staples Cause for Caring offers financial assistance to associates facing significant events or circumstances beyond their control. Since 2013, we have collected over \$6,000,000 in grants to change the lives of our employees.
		- Tree Canada: The year 2024 marked the 16th year of Staples' partnership with Tree Canada. Over the course of our partnership, we have planted over 237,997 trees, supported numerous community greening projects, recovered areas hit by disasters, and helped grow a better place to live for Canadians across the country. These trees planted have also contributed significantly to a more sustainable future for all Canadians through carbon emission compensation. As a proud Ultimate Sponsor of Tree Canada, we plant trees every year to combat emissions generated by our supply chain.
		- MAP: Staples partnered with MAP - Canada's largest health equity research centre, based out of St. Michael's Hospital - in 2021 to address systemic inequities using evidence-based solutions. We work with MAP to Even the Odds and Close the Gap on inequities. Since 2021, Staples has raised over \$5 million to Even the Odds, vastly surpassing campaign goals thanks to our customers, associates, vendors, and corporate matching donations. Overall, "Even the Odds' empowers underserved or underprivileged communities by creating opportunities for growth, reducing disparities, and fostering a more equitable and just society.
		- Bullfrog Power: Through Bullfrog Power, Staples has been able to support 32 Indigenous-related community projects surrounding renewable energy. In total, Staples has contributed to 102 community projects through our partnership, spanning through 3 territories and 5 provinces.
		- Indigenous Partnerships: Indigenous Printing and Office Solutions is a partnership between Naut's mawt Resources Group and Staples Canada. It was developed to meet a growing demand for the provision of print services and office supplies by an Indigenous vendor. Revenues from Indigenous Printing and Office Solutions support Indigenous communities in their efforts towards self-reliance, self-governance, connection to culture, and quality of life - now and for future generations.

# Sustainability

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 Sustainability

Line Item	will not be submitting for Sustainability  Question	Question
1	Canoe members may have sustainability policies	Eco-conscious products combined with our industry expertise, guidance, and reliability will help Canoe achieve sustainability goals.
	and goals. Explain how your company's sustainability programs and offerings contribute to Canoe members' ability to meet their respective goals.	Staples Professional can provide Canoe with Office and Related Supplies and services that align with your environmental principles and ours. We are committed to achieving our long-term vision of offering more sustainable choices and offering convenient environmental services to our customers, eliminating operational waste, and maximizing energy efficiency and the use of renewable energy. We recognize that implementation of this vision is a process of continuous improvement. We use a foundation of collaboration, integrity, and transparency with our customers to achieve our shared vision for sustainability.
		Throughout our 35+ year partnership with Canoe, we have taken strides to incorporate sustainable products into your market basket. This includes a recent promotion of Sugar Sheet Paper in an April 2023 flyer, in hopes to switch members over to sustainable products. We have also promoted the use of compostable cutlery and will continue to promote sustainable product offerings in future flyers with Canoe.
		Duane Gladden once said, "The AAMDC (Alberta Association of Municipalities, Districts and Counties) has seen Staples Business Advantage™ as great partner for many years. Staples has always been both responsive to and proactive in dealing with Alberta's municipal sector, [focusing] on environmental sustainability and environmentally conscious products is a continuation of that model. Our membership base easily accesses these products through the very effective service structure we have always enjoyed".
		Furthermore, we have assisted the Edmonton Public School Board under Canoe to include the use of Compost Bins in their operations. We supported the Edmonton Public School Board in their Organics Disposal Program by supplying varying Sorting Stations, bins and appurtenant accessories including compostable bags. Our Facilities team led this operation and effectively suggested sustainable products and assisted with the sustainable swap.
		We are able to customize our online platform, EWay.ca, to organize and showcase sustainable products at the top of all search results. If users would like to purchase products that are not sustainable, this will require a manual search. This can promote sustainability and we have done this with major Universities such as Western University in Ontario. To do this, we will work with Canoe to establish a core list of preferred eco-products to highlight to all Canoe members. We can provide reports to Canoe that report on sustainable product usage and more.
		Our award-winning green programs are designed to lead sustainability initiatives with our customers. We offer many green products that match the high-performance characteristics of a standard product with less environmental impact. Our commitment to a greener world is evidenced by our large selection of eco products and services.
		Our "Switch to Eco" feature in EWay.ca, for instance, can identify a similar green product available as an option to order. Our customers are always looking for more options to be more environmentally friendly and, to meet these demands, every year we have increased the number of products in our Eco Guide. Our eco-responsible products make up approximately 26% of all sales. By increasing our selection of eco products each year we hope to provide more sustainable alternatives to our customers. Additionally, Staples Professional can perform an audit on Canoe's usage to determine opportunities to enhance and increase the use of sustainable products within Canoe's facilities.
		We tailor our campaigns around Canoe's initiatives. For example, we can conduct an environmental awareness campaign to help educate your members on sustainability and promote recycled products. This can help Canoe meet your sustainability goals.
		Introducing New and Innovative Products Your account manager Becky Sheppard will serve as the key source of information for your team. Throughout the term of your contract, she will assess your purchasing patterns, meet with your stakeholders, and conduct regular procurement business reviews ("PBR") during which time she will introduce new and improved products to Canoe.
		As your account manager interacts with individual end users and sites, new products needs will be identified. The PBR and regular meetings with management can be an opportunity to address those needs with new and innovative products in the marketplace. If your team opts to purchase new products, we can also schedule training events to introduce these to your end users.
		Methods to present new items and innovations include:  - A customized communicate new products.  - Online ordering guides, new feature brochures and other training tools educating your employees on EWay.ca, increasing program adoption and reducing time spent ordering supplies.  - Onsite product demonstrations and productivity fairs providing product education and resources to help your employees find the right products, minimizing returns.  - Campaigns to raise awareness around topics such as green cleaning products and health and wellness initiatives.  - Cleaning efficiencies.
		- Reducing your environmental footprint with green product and cleaning solutions.
2	Describe any sustainability certifications that your	We can also set up interval events to specifically discuss new products. Our product selection is always evolving as our merchandising teams work to source new and improved products to best meet our customers' needs.  We are ISO 14001 Environmental Management System (EMS) certified, which drives sustainability across our organization and governs our relationships with suppliers.
2	company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	we are 150 1400 Environmental wanagement System (20x3) certified, which utility will be successful organization and governs our relaudiships will suppliers on the following as a whole, Staples Canada has a Supplier Code of Ethics; "Suppliers must meet all applicable environmental laws and regulations in their jurisdiction to manage hazardous materials and all waste and emissions materials. In addition, suppliers are encouraged to have environmental policies and environmental management systems containing goals with targets that are focused on the continuous improvement of overall environmental performance."
		Our award-winning eco-responsible programs are designed to lead sustainability initiatives with our customers. We offer many green products that match the high-performance characteristics of a standard product with less environmental impact. Our commitment to a greener future is emphasized by our large selection of eco products and services. An example of our efforts can be seen through our "Switch to Eco" feature in EWay.ca, which can identify a similar green product as an option to order for our customers. Our customers are always looking for options to be more environmentally friendly and we are committed to providing them with the sustainable alternatives that they desire. We offer over 3,000 eco-conscious products, with these making up more than 26% of all sales. By increasing our selection of eco products each year, we plan to continue to provide more sustainable alternatives to our customers now and into the future.
		The up-to-date impacts we have made from a sustainability standpoint can be viewed at any time at - https://staplesca.sustainability-enerfrog.ca/energy/professional/
		We strive to make it easy for you to join us in protecting the environment. Our eco products may fall into one or more of the following categories:  - Third-Party Standard – Products that are certified to be environmentally preferable by a credible third-party organization such as Forest Stewardship Council, Green Seal, ENERGY STAR, ECOLOGO and/or that meet the standards set forth by a credible third-party organization.  - Biodegradable/Compostable – Products that meet or exceed ASTM standards for biodegradation and/or are compostable in current municipal facilities.  - Bio-Based – Products that are made with biological materials or renewable domestic agricultural materials (including plant, animal and marine materials).  - Recycled Content – Products that contain post-industrial and/or post-consumer recycled material, diverting them from waste streams and landfills.  - Renewable/Reduced Energy – Products that are made in a facility that is powered by a renewable energy source such as wind, solar, or biomass, or in a facility that purchases renewable energy credits and/or products that use less energy than their conventional counterparts.  - Reusable/Recyclable – Products that can be refilled and/or reused, as opposed to disposed of, and/or products that can be easily recycled.
		In 2022, Staples Professional introduced the Coastwide Professional cleaning line to their customers, supporting the transformation of facilities to more sustainable cleaning solutions with ultra concentrated single use pods exclusively available at Staples. These products not only outperform other mass market cleaning brands but are also certified by Green Seal, meaning they contain zero single-use plastics and come in fully recyclable packaging.
		Our OWN brand products are created with the health of people and the planet in mind, including recyclable paper towels, reusable cups, reusable food and beverage containers and high-quality ink + toner made from manufactured parts.
		In addition, our eco-friendly products are classified internally into two categories: Eco-Level 1-products with 40%+ recycled content and Eco-Level 2—those with less than 40% recycled content. We offer over 2,500 products in-store and many more online through staples.ca and Staples Professional (eway.ca) within these two categories.
		Our packaging is Forestry Stewardship Council (FSC®) and Sustainable Forestry Initiative (SFI®) certified. We are currently engaged in a re-packaging initiative for all Staples® brand products to reduce packaging materials and increase the capacity of shipping boxes. The initiative will eliminate PVC, replace clamshell packs with recycled cardboard packaging where possible, and establish post-consumer recycled content minimums for all packaging. So far, we have eliminated the use of PVC packaging in 95% of the Staples® brand products we sell. Once complete, we will engage other major suppliers in the same process.

# Agreement acceptance

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

Article	We agree and accept *	If no, indicate your proposed changes or N/A *
ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT	r Yes ∩ No	N/A
ARTICLE 3 FINANCIAL MATTERS	© Yes ○ No	N/A
ARTICLE 4 TRADE-MARKS	Yes No	N/A
ARTICLE 5 REPRESENTATIONS AND WARRANTIES	r Yes	N/A
ARTICLE 6 CONFIDENTIAL INFORMATION	€ Yes € No	N/A
ARTICLE 7 INDEMNITY AND LIABILITY	Yes No	N/A
ARTICLE 8 TERM AND TERMINATION	© Yes ○ No	N/A
ARTICLE 9 FORCE MAJEURE	Yes No	N/A
ARTICLE 10 DISPUTE RESOLUTION	r Yes r No	N/A
ARTICLE 11 GENERAL	Yes No	N/A
SCHEDULE "A" PROGRAM DETAILS	ଜ Yes ୮ No	N/A

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

Line Item	Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	Staples Professional Inc. has not used Artificial Intelligence tools or systems in the preparation of our RFP response.
2	If yes, please specify which Al tools were used and describe their roles in the drafting process.	N/A as Staples Professional Inc. has not used Artificial Intelligence tools or systems in the preparation of our RFP response.
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 as Staples Professional Inc. has not used Artificial Intelligence tools or systems in the preparation of our RFP response.

### 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 document per item requested.

The maximum size is 10 MB.

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.

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### 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, reevaluate, 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);
- any member of the Evaluation Team;
- 3. any expert or advisor assisting the Evaluation Team; or
- 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:

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

Attention: Chief Executive Officer, RMA Group of Companies Canoe Procurement Group of Canada 2510 Sparrow Drive, Nisku, Alberta T9E 8N5

EMAIL: proposals@canoeprocurement.ca

Once a bid dispute has been received, the Chief Executive Officer of RMA Group of Companies will initiate a review of the matter. The Chief Executive Officer 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.

# 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:
- 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,
- receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the Solicitation;
   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 enqaged 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; deceiffulness; 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

Bid Number: CAN-2024-014 Vendor Name: Staples Professional Inc. 4. any conduct, situation, or circumstance determined by Canoe, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

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

### Confidential Information

### 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.

#### Procurement Process Non-Binding 1.6

### 1.6.1 No Contract A and No Claims

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

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

### 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

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/cbbc.nsf/eng/01240.html, and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

### 1.7 Rights of Canoe Procurement Group of Canada - General

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

- 1. make public the names of any or all Proponents
- 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);
- 6. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with CANOE impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the Solicitation;
- 7. disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of CANOE, and CANOE determines that no reasonable mitigation is possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of CANOE;
- 8. disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- 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:
   a. are subject to final judgments in respect of serious crimes or other serious offences; or
  - b. have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Proposal, or have made false declarations to CANOE;
- 11. disqualify any Proponent if the Proponent has failed to pay taxes;
- 12. make changes, including substantial changes, to this Solicitation provided that those changes are issued by way of addenda in the manner set out in this Solicitation;
- 13. accept or reject a Proposal if only one Proposal is submitted;
- 14. accept any Proposal in whole or in part;
- reject a subcontractor proposed by a Proponent within a consortium;
- 16. reject a Proposal
  - a. if CANOE or RMA has initiated a dispute, claim or litigation with that Proponent;
  - b. if that Proponent has initiated or is involved in a dispute, claim or litigation against CANOE or RMA that CANOE or RMA considers to be frivolous, vexatious, without merit and/or unreasonable;

  - c. if the Proponent has failed to satisfy an outstanding debt to CANOE or RMA; d. if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
  - if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
  - f. if CANOE determines that it would not be in the public interest to accept the Proposal; g. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CANOE; or

  - h. cancel this Solicitation process at any stage (without providing reasons), and thereafter issue a new request for proposals, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this Solicitation.

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

# 1.7.1 No Prohibited Conduct

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

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

# 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

V

I have the authority to bind the Proponent.

- CHRIS SANIGA, CHIEF B2B OFFICER, STAPLES PROFESSIONAL INC.

#### Conflict of Interes

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.

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
Addendum 03 - CAN 2024-014- Office and Related Supplies Wed October 2 2024 06:15 PM	l⊠	2
Addendum 02	₩	
Sat September 28 2024 01:37 PM	IN.	2
Addendum 01 Fri September 27 2024 08:20 AM	₩.	3

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Schedule "B1"

**PRICING** 

# Schedule "C"

# MARKETING AND PROMOTION OF AGREEMENT

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

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