

**PART E – DRAFT FORM OF AGREEMENT**

**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: Action Car and Truck Accessories Inc.

Supplier Corporate Jurisdiction: 200 Horsman Rd., Moncton, NB E1E 0E8  
(the "**Supplier**"), as of

Date of Agreement: February 20, 2025 regarding

RFP No. CAN-2024-010

RFP Title Fleet Upfitting and Related Accessories  
(the "**RFP**").

**BACKGROUND**

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

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

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Term**

This Agreement comes into effect on the Effective Date and shall continue in force for **until March 31, 2028**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of two (2) years by Canoe.

## **1.3 Rules of Interpretation**

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

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

## **1.4 Schedules**

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

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

## **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)
- (f) Schedule D (Sample Sales Report)

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

### **2.3 Responsibilities of Canoe**

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

### **2.4 Program Leads**

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

## **2.5 No Guaranteed Volumes**

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

## **2.6 Exclusivity**

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

## **2.7 Conflict of Interest**

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

## **ARTICLE 3 FINANCIAL MATTERS**

### **3.1 Maximum Pricing**

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

### **3.2 Administrative Fees**

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

### **3.3 Supplier Expenses**

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

### **3.4 Billings and Payment**

- (a) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through the Supplier.

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

### **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 according to Schedule D (Sample Sales Report). If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to [accounting@canoeprocurement.ca](mailto:accounting@canoeprocurement.ca) in xls format.
- (c) All reports must include:
- (i) Member name, number and address, province
  - (ii) Canoe contract number
  - (iii) Purchase order number
  - (iv) Transaction/PO date
  - (v) Accounting date



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

## **ARTICLE 4 TRADE-MARKS**

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

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

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

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

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

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

Each Party represents and warrants to the other that:

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

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

The Supplier represents and warrants that:

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

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

## **ARTICLE 6 CONFIDENTIAL INFORMATION**

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

The Receiving Party agrees not to:

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

### **6.2 Protection**

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

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

### **6.3 Mandatory Disclosure**

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7 INDEMNITY AND LIABILITY

### 7.1 Liability for Representatives

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

### 7.2 Indemnity

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

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

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

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

### **7.3 Limitation of Liability**

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

### **7.4 Equitable Relief**

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

## **ARTICLE 8 CHANGES AND TERMINATION**

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

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

### **8.2 Reduction in Scope**

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

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

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

### **8.4 Termination by Canoe**

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

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

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

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

#### **8.6 Orderly Termination**

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

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

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

## **8.8 Survival**

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

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

## **ARTICLE 9 FORCE MAJEURE**

### **9.1 General**

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

### **9.2 Notice and Performance**

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

### **9.3 Right to Terminate**

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

## **ARTICLE 10 DISPUTE RESOLUTION**

### **10.1 General**

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



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

## **10.2 Election**

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

## **10.3 Arbitration Site and Arbitrator**

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

## **10.4 Procedure**

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

# **ARTICLE 11 GENERAL**

## **11.1 Notices**

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

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

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

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

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

### **11.2 Contact Information for Notices**

Any Notice to Canoe shall be addressed to:

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

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

Any Notice to the Supplier shall be addressed to:

Action Car and Truck Accessories Inc.  
200 Horsman Rd., Moncton, NB E1E 0E8

Attention: Rob Dubois, National Sales Manager  
Tel: 416-988-8610  
Email: [rdubois@actiontrucks.com](mailto:rdubois@actiontrucks.com)

### **11.3 Insurance Obligations**

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

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

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

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

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

#### **11.4 Public Announcements**

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

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

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

#### **11.6 Entire Agreement**

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

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

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

#### **11.8 Severability**

If any part of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or invalid, it will, be severed from the rest of this Agreement, which shall continue in full force and effect, so

long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to either Party.

**11.9 Assignment**

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

**11.10 Time of Essence**

Time shall be of the essence in this Agreement.

**11.11 Further Assurances**

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

**11.12 Counterparts**

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

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

**CANOE PROCUREMENT GROUP OF CANADA**

By: \_\_\_\_\_  
Name: Tyler Hannemann  
Title: General Manager, Canoe Procurement Group

Supplier Legal Name: Action Car and Truck Accessories Inc.

By: \_\_\_\_\_  
Name: Rob Dubois  
Title: National Sales Manager

**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 goods and 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 Fleet Upfitting and Related Accessories. Proponents may include related goods and services to the extent that these solutions are complementary to the commodity being proposed.

#### 1. Requested goods and services

The services must cater to a diverse range of applications that may be used in public sector entities, municipalities, academic institutions, school boards, healthcare organizations, airport authorities, law enforcement, emergency management, first responders, animal control, public utilities, public transportation, transit, ferry, fleet management etc. They play a critical role in ensuring the smooth functioning and longevity of their respective operations.

Canoe expects to award multiple contracts to meet its goal of providing the most comprehensive and diverse range of fleet upfitting and related services to its Members.

While Canoe members are nation wide, **Proponents can select to serve a defined geographical area based on their capabilities.**

This RFP is intended to cover all engines, fuel, and electric propulsion type chassis and cabs including:

- A. Internal Combustion Engine fuel types including but not limited to: Gasoline, Diesel, Propane Autogas, CNG, Biodiesel, or other alternative fuels.
- B. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, Hybrid Electric Vehicle, or other alternative Electric Propulsion System.
- C. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, or other alternative Electric Propulsion Systems.

**FLEET VEHICLES CATEGORIES**

<b>Category</b>	<b>Application</b>	<b>In Scope</b>
Commercial	Delivery Trucks	All Classes
	Service Vehicles	All Classes
	Food Trucks	Out of Scope
	Refrigerated trucks for transporting perishable goods	All Classes
	Mobile Offices	All Classes
Construction & Utility	Dump Trucks	All Classes
	Flatbed Trucks	All Classes
	Crane Trucks	All Classes
	Utility Service Trucks with Tool Storage & Equipment	All Classes
	Concrete mixers	All Classes
Public Safety	Ambulance	Out of Scope
	By-law enforcement	All Classes
	Emergency Management Operations	All Classes
	Firetrucks	Out of Scope
	Medical Transport	All Classes
	Police & Security Vehicles	All Classes
	Rescue Vehicles	All Classes
Specialty & Industrial	Mobile Workshops	All Classes
	Oil and gas industry vehicles	All Classes
	Forestry	All Classes
	Snowplows, Ice Control and Salt Spreaders	Light/Medium-Duty Truck
Municipal & Government Services	Street Sweepers	Out of Scope
	Garbage Trucks	Out of Scope
	Maintenance and Landscaping Vehicles	All Classes
	Public Works Trucks	All Classes
Other	Animal Control	All Classes
	Community Outreach Vehicle	All Classes
	Mobile Medical and Scientific Laboratory	All Classes
	Mobile Healthcare Office	All Classes
	Mobile Library Vehicle	All Classes
	Wheelchair Accessible Transportation	All Classes

**2. 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.

## 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 goods and 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 Fleet Upfitting and Related Accessories. Proponents may include related goods and services to the extent that these solutions are complementary to the commodity being proposed.

#### 1. Requested goods and services

The services must cater to a diverse range of applications that may be used in public sector entities, municipalities, academic institutions, school boards, healthcare organizations, airport authorities, law enforcement, emergency management, first responders, animal control, public utilities, public transportation, transit, ferry, fleet management etc. They play a critical role in ensuring the smooth functioning and longevity of their respective operations.

Canoe expects to award multiple contracts to meet its goal of providing the most comprehensive and diverse range of fleet upfitting and related services to its Members.

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This RFP is intended to cover all engines, fuel, and electric propulsion type chassis and cabs including:

- A. Internal Combustion Engine fuel types including but not limited to: Gasoline, Diesel, Propane Autogas, CNG, Biodiesel, or other alternative fuels.
- B. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, Hybrid Electric Vehicle, or other alternative Electric Propulsion System.
- C. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, or other alternative Electric Propulsion Systems.



**FLEET VEHICLES CATEGORIES**

<b>Category</b>	<b>Application</b>	<b>In Scope</b>
Commercial	Delivery Trucks	All Classes
	Service Vehicles	All Classes
	Food Trucks	Out of Scope
	Refrigerated trucks for transporting perishable goods	All Classes
	Mobile Offices	All Classes
Construction & Utility	Dump Trucks	All Classes
	Flatbed Trucks	All Classes
	Crane Trucks	All Classes
	Utility Service Trucks with Tool Storage & Equipment	All Classes
	Concrete mixers	All Classes
Public Safety	Ambulance	Out of Scope
	By-law enforcement	All Classes
	Emergency Management Operations	All Classes
	Firetrucks	Out of Scope
	Medical Transport	All Classes
	Police & Security Vehicles	All Classes
	Rescue Vehicles	All Classes
Specialty & Industrial	Mobile Workshops	All Classes
	Oil and gas industry vehicles	All Classes
	Forestry	All Classes
	Snowplows, Ice Control and Salt Spreaders	Light/Medium-Duty Truck
Municipal & Government Services	Street Sweepers	Out of Scope
	Garbage Trucks	Out of Scope
	Maintenance and Landscaping Vehicles	All Classes
	Public Works Trucks	All Classes
Other	Animal Control	All Classes
	Community Outreach Vehicle	All Classes
	Mobile Medical and Scientific Laboratory	All Classes
	Mobile Healthcare Office	All Classes
	Mobile Library Vehicle	All Classes
	Wheelchair Accessible Transportation	All Classes

**2. 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.

### 3. Requirements

Canoe expects Proponents have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

- a) **Safety Requirements.** All items proposed must comply with current applicable safety or regulatory standards or codes.
- b) **Deviation from Industry Standard.** Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- c) **New Equipment and Products.** Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- d) **Delivered and operational.** Unless clearly noted in the proposal, equipment and products must be delivered to the Member as operational.
- e) **Warranty.** All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

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 goods and services when answering the questions in the Procurement Portal.

## B. MANDATORY SUBMISSION REQUIREMENTS

### 1. Submission and Specification Questionnaires

Proponents must answer specification questionnaires directly into Canoe's Procurement Portal. Proposal materials should be prepared and submitted in accordance with the instructions in the Procurement Portal, including any maximum upload file size.

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

### 2. Pricing

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

**SCHEDULE "B"**

**SUPPLIER RESPONSE TO THE RFP**

# CAN 2024-010 - Fleet Upfitting and Related Accessories

Opening Date: October 28, 2024 10:29 AM

Closing Date: November 26, 2024 3:00 PM

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## Vendor Details

Company Name: Action Car & Truck Accessories Inc.  
200 Horsman Road  
Address: Moncton, NB E1E 0E8  
Contact: Rob Dubois  
Email: rdubois@actiontrucks.com  
Phone: 416-988-8610  
Fax: 416-988-8610  
HST#:

## Submission Details

Created On: Tuesday October 29, 2024 06:20:22  
Submitted On: Tuesday November 26, 2024 11:01:27  
Submitted By: Rob Dubois  
Email: rdubois@actiontrucks.com  
Transaction #: c4de4414-03f2-4d81-99b1-cb595bdf7237  
Submitter's IP Address: 24.141.95.17

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

**Corporate Profile**

Line Item	Question	Response *
1	Proponent Legal Name (and applicable d/b/a if any):	Action Car and Truck Accessories Inc.
2	Proponent Address:	200 Horsman Rd., Moncton, NB E1E 0E8
3	Proponent website address:	<a href="https://www.actiontrucks.com/">https://www.actiontrucks.com/</a>
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Rob Dubois National Sales Manager E: rdubois@actiontrucks.com M: 416-988-8610
5	Proponent's primary contact for this proposal (name title address email address & phone):	Rob Dubois National Sales Manager E: rdubois@actiontrucks.com M: 416-988-8610
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Steve Martino Director of Sales E: smartino@actiontrucks.com M: 289-527-1839  Pierre Belliveau Fleet Admin Manager E: pbelliveau@actiontrucks.com M: 506-866-1409
7	Proponent GST registration number:	R880239462
8	If the Proponent is representing a consortium, each member of that consortium.	n/a

9	<p>Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.</p>	<p>Corporate/Firm Experience:</p> <p>Profile Action Car and Truck Accessories was established in Moncton, NB in 1980 and has grown to 44 locations, 4 major distribution centers, 3 supporting cross dock distribution centers and 350+ employees, across Canada.</p> <p>Action has been performing Commercial Fleet Upfit services for well over 35 years and we install everything from a simple trailer hitch, backrack or tonneau cover, to Plow and Salter units with traffic safety directional arrow boards for the City of Toronto and up to and including extremely complex builds, such as City of Hamilton Police Service Forensics units, Department of National Defense Mobile Medical Units and Bomb Disposal Units. We have a wide range of commercial customers from many different industries, including all levels of Government and Private sector businesses.</p> <p>Action's Mission Statement: To become the Preferred National Automotive Accessory Brand, offering industry defining expertise, products, services and locations.</p> <p>Our Goal noted above, is our long-term focus, aligned with further growth and geographical coverage. Short-Term we are looking at annual growth, new customer acquisition and customer penetration.</p> <p>As a fleet team focused on commercial upfitting and solutions, we are engaged to touch as many customers as possible, in a wide variety of industries. As we do this, we keep some clear concepts in view;</p> <ul style="list-style-type: none"> <li>to be the first point of contact for all of our customers</li> <li>to be top of mind, when thinking anything upfit related</li> <li>when someone asks for a referral to a good upfitter, they should immediately think about Action</li> </ul> <p>We accomplish this by ensuring we look after our customers' needs fully, regardless of how it falls into our scope. We offer services that many if not all competitors simply do not, or cannot offer.</p> <p>"Ship-to" on a National Scale vs OEM Ship Thru (Saving our customers 6-8 weeks Minimum plus Approx \$450 per unit)</p> <ul style="list-style-type: none"> <li>o This relates mainly to competition in the GTA as single Locations, with some scattered in Alberta, BC and NS</li> </ul> <p>Vehicle Sourcing Customized and engineered solutions Ancillary upfitting offerings (Packout, Ladders, licensing, etc.) Vendor Communication direct with customer Purchasing Power</p> <p>Our customers as a company fall into three main categories;</p> <ol style="list-style-type: none"> <li>1. Retail / Web Based</li> <li>2. Wholesale / Dealer / B2B</li> <li>3. Fleet / Dealer</li> </ol> <p>In the three different verticals, they very much value different things. In the fleet vertical our customers value;</p> <ul style="list-style-type: none"> <li>Honesty / Transparency</li> <li>Fair Market Pricing</li> <li>Design, build and coordination</li> <li>Clear and consistent communication</li> <li>Professional Installation and Quality Upfitting</li> <li>No down time or come backs</li> <li>Customized solutions and outside the box thinking</li> </ul> <p>The team, focusing on the fulfillment of the Canoe Procurement contract, in support of its various members would primarily be the fleet team, comprised of 11 direct team members, as well as a dedicated purchasing team member.</p> <p>Steve Martino - Director of Sales, Fleet &amp; Wholesale Rob Dubois - National Fleet Sales Manager Ricky VanWeston - Fleet BDM Atlantic Canada Chris Drummond - Fleet BDM Ontario-GTA Carl Bendig - Fleet BDM Ontario South / West Mike Calvert - Fleet BDM Winnipeg / Saskatchewan / North West Ontario Dean Radke - Fleet BDM Alberta Pierre Belliveau - Fleet Admin Manager Caity Gordon - Fleet Coordinator Will Babe - Fleet Coordinator April Lyne - Fleet Coordinator</p> <p>tbd - BDM, BC</p> <p>Additional to our Fleet team, we have some Fleet Focused Support, on the ground across the Country.</p> <ul style="list-style-type: none"> <li>Jason Coish - St. John's, NL</li> <li>Eric Murray - Dartmouth, NS</li> <li>Keith Wasson - Moncton, NB</li> <li>John Bain - Charlottetown, PE</li> <li>Mandy Cryderman - Ottawa, ON</li> <li>Keith Walker - Whitby, ON</li> <li>Dan Hamilton - Hamilton, ON</li> <li>Joash Paul - Mississauga, ON</li> <li>Graham Watkinson - Sudbury, ON</li> <li>Ryan Charlton - London, ON</li> <li>John Brown - Winnipeg, MB</li> <li>John Klassen - Calgary, AB</li> <li>Richard Lavoie - Edmonton, AB</li> <li>Joey Marchildon - Grand Prairie, AB</li> <li>Tarl Stone - Surrey, BC</li> </ul>
10	<p>Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.</p>	<p>n/a</p>

**Bill S-211 declaration**

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

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

**Building Ontario Businesses Initiative Act - declaration**

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

Line Item	Building Ontario Businesses Initiative Act	Answer *
1	<p>Is your business a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario, as defined by the Building Ontario Businesses Initiative Act?</p> <p>Does your business either,</p> <p>i. has its headquarters or main office in Ontario, or</p> <p>ii. has at least 250 full-time employees in Ontario at the time of the applicable procurement process.</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>

**Geographical coverage for offering**

Identify the geographical locations included in your offering. While Canoe members are nation wide, **Proponents can select to serve a defined geographical area based on their capabilities.**

Line Item	Province/Territory	Do you currently offer goods in this area? *	Is this area included in your offering for this RFP *	Comments
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	we have strong partners in Inuvik, Yellowknife and Hay River
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
8	Nunavut	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	not currently but if the need arose, we could find a partner
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
11	Québec	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have a physical distribution center, to fulfill any product order and we have installation partners set up to fulfill and installation requirements
12	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	we have a strong partner in Whitehorse.

**Experience and expertise**

Line Item	Question	Response *
1	Provide a high level description of your offering.	<p>Action Car and Truck Accessories is Canada's largest upfitter, with 44 locations Coast to Coast.</p> <p>We offer Commercial upfitting (supply and install) for anything and everything that goes on or in a commercial vehicle, up to and including class 5 vehicles.</p> <p>This can include such items as (but not limited to): trailer hitches, tonneau covers, back racks or safety racks, safety, work and emergency lighting (including Police, Fire and Ambulance), van shelving and safety partitions (including Milwaukee "Pack-outs" - turn key solution), ladder racks and the ladders that go on them (turn key solution), fiberglass and aluminum truck caps (aka: canopies), fiberglass and aluminum drop-in service bodies, flat decks, dump bodies, service bodies, GeoTab and other GPS device installs, dash-cams and other ELD compliant products (ie: lap top mounts), a robust tire and rim program, decal installs, a climate controlled supply chain solution, for transport of food, blood, pharmaceuticals and any other items that require the maintenance of a certain temperature range (ie: water samples from lakes and rivers to the testing lab)</p>
2	What is your Canadian public sector market share for the solutions you are proposing?	<p>Action builds public sector business into its core sales and budget activities. In fact, we are seeing 30% or better of our overall sales coming from the public sector, as a whole.</p> <p>As for the public sector itself, I can safely say that with the depth and breadth of our offering and geographic footprint, that we are the market leader in any given market and at least in the top 2 vendors of choice, from a market share perspective, to those public sector entities requiring our services.</p>
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	<p>We have many market differentiators within our industry and we are market leaders in most. Below would be our top 3 market differentiators.</p> <p>a. Products: we have more available products to offer our end users than anyone in the industry, giving us the ability to offer unique and alternate solutions, at a multitude of price points, that few others can offer.</p> <p>b. Value: as we are the number one distribution partner for most of our manufacturer partners, we have the ability to provide added value to our end users that nobody can match. From pricing flexibility to product mix and availability, to post install warranty and service. Nobody can match our scope from a value-add perspective.</p> <p>c. Geographic Footprint: this is likely our biggest competitive advantage in the market. With 44 locations (and growing) across the Country, nobody can match the advantages that such a large footprint brings to our end users. Not only can we cut out 8-10 weeks in the delivery process, by shipping direct to our locations, as opposed to using OEM Ship-thru programs to a single location facility, but we are already in many of the communities the public sector end users are already in, providing incredible value from a post delivery perspective, related to any repair, maintenance, service or warranty perspective. Imagine you are in Grand Prairie, AB and you order 10 vehicles and they are upfit at a single source facility in Mississauga. Not only will it take 8-10 weeks longer to get to you, but if you forget to order something or there is damage once the unit arrives to you in Grand Prairie, what are you going to do? Send it back to Mississauga?? Wait for them to come to you? Struggle to find someone qualified to perform the repair or worse, find a certified warranty shop in the area? We take all of those concerns away, by already being in that community, or in very close proximity. Let us help your end users' members get their product faster, getting their vans and trucks to work faster, saving them time and money, all while supporting local.</p>
4	Describe the depth and breadth of your experience with municipal markets.	<p>We have been dealing with the greater public sector for several years now with some very long term relationships at multiple levels.</p> <p>We deal with partners at the Federal level, such as the RCMP, the DND, the CBC/Radio-Canada and Environment and Climate Change Canada, to name a few.</p> <p>We also deal with many Provincial entities, such as The Province of Alberta, the Province of New Brunswick, the Province of Nova Scotia and Supply Ontario. At the municipal level, we have a number of municipalities from large urban centers to small rural entities. We deal with everyone from The Cities of Toronto, Ottawa, Edmonton, Calgary, Moncton, Halifax and St John's, to Mississauga, Brampton, Elliot Lake, Regina, Iquluit and White Rock.</p> <p>To Towns and municipalities, like Athabasca, On, Stratford, PE, Carbonear, NL, Killarney, On and Wood Buffalo, AB.</p> <p>We also are very successful with other greater public sector entities, such as school boards like, the District School Board of Niagara (ON), Simcoe County District School Board (ON) and the South Shore Regional School Board (NS), to name but a few.</p>
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	<p>As a 100% Canadian owned and operated corporation, we would only deal with Canadian based group or coop purchasing entities.</p> <p>We have dealt with Canoe (formerly RMA) for 5 years now, with a couple of public sector entities still dealing through Sourcewell.</p> <p>We are aware of several other group or coop entities, like Kinetic GPO and the OEMC, but honestly our relationship with Canoe has grown so well over the last 3 years that we have declined opportunities with Kinetic and the OEMC, as we feel very strongly that our partnership with Canoe serves us very well and has the greatest opportunity for "win-win" success over the coming years, as we continue to strengthen our partnership at multiple levels.</p> <p>We have no intention of considering any other organization to partner with, beyond our partnership with Canoe.</p>
6	Describe your knowledge of Canadian regulatory environment and standards related to fleet upfitting services.	<p>We are a fully vetted, certified and approved commercial vehicle upfitter under Transport Canada's National Safety Mark (NSM) program and have been in good standing with zero complaints or regulatory audits required since our inception.</p> <p>We follow these guidelines strictly and provide our NSM sticker and register vehicle alterations as required by Transport Canada and the CTEA.</p> <p>We are an organization of "continuous improvement" and we strive to ensure our technician are kept up to date with any regulatory changes or additions. This includes all of the new regulations, both from the OEM's and Transport Canada, around the introduction and innovations around the entire EV vehicle segment.</p> <p>We have also recently hired both a design engineer and a "Quality Manager" who are responsible to ensure we are compliant across many platforms.</p> <p>In addition, we will soon be the only commercial upfitter in Canada that is "ISO" certified. (we are in the final audit stage now)</p> <p>We are also implementing "5-S" methodology at all of our facilities, further allowing us to find ways to continuously improve.</p>
7	Explain how your company ensures the upfitted vehicles meet necessary safety and compliance requirements of public clients.	<p>We accomplish this with a multi-tiered approach, meant to ensure we cover all bases, safety and compliance regulations and ensure the end user is getting what they want.</p> <p>We start the process with "pre-build" meetings, that can be anything from a quick MS Teams meetings of very involved site visits, with engineers, to go over specs and build plans.</p> <p>Once the pre-build meetings are done, we go away and make changes and modifications to the build plans, keeping safety and compliance in mind. If anything comes up, whereby we are putting a driver at risk because of placement of a product or something is out of compliance, it will be immediately brought to the attention of the end user along with any recommendations of how best to do the install, within spec and compliance.</p> <p>From there we head to production, with drawings and work orders in place for the technicians to follow.</p> <p>Upon completion, we can do several things, from our own internal QC (Quality check inspection) to virtual inspections with the client, to inviting the client on site to inspect the build themselves.</p> <p>This is an involved process, but we find it is best to ensuring safety and regulatory compliance.</p>
8	Describe your company's sales force.	<p>We have a robust team of 13 people servicing all of our commercial customers' needs.</p> <p>At the management level, we have a Sales Director and a National Sales Manager. To them report a team of regional sales managers or what we call Business Development Managers, who manage customers and hunt for new business. We have them strategically placed around the Country, in Atlantic Canada, Ontario, Manitoba (who also covers Saskatchewan), Alberta and BC.</p> <p>Behind the scenes, we have a team of unsung heroes, our admin support team, who help in the quoting and ordering process, to project management, ensuring the builds happen in the right locations and on time.</p> <p>Lastly, we are supported by a newly created design engineer role, who helps with project design, provides engineered CAD drawings and helps to ensure regulatory compliance.</p>
9	Describe your company's distribution network.	<p>This would be another of our competitive differentiators, as we have the most robust distribution channel in the industry. In fact, we are a prime supplier to many of our competitors, on a multitude of products.</p> <p>At the top of our distribution network, we have a team of category managers, who are responsible for the purchasing of all the products we sell, as well as ensuring optimal inventory levels and product mixes at all of our distribution centers, cross docks and locations.</p> <p>We have 4 major distribution centers in Canada, located in Moncton, NB, Montreal, QC, Whitby, ON &amp; Edmonton, AB.</p> <p>Distribution is further supported by 3 sub-distribution centers or "cross-docks", located in St. John's, NL, Winnipeg, MB and Surrey, BC.</p> <p>In addition, each of our 44 locations is capable of carrying a certain amount of inventory, based on its size and market needs.</p> <p>Beyond that, we service all of our locations with our own fleet of 20+ delivery trucks, of various sizes, again, dependant on the number of locations in a geographic area, size of locations in a geographic area and market potential.</p> <p>We also contract LTL services and courier services as required, to move product around the Country, when our own internal logistics channel does not allow for the service.</p>



**Program offering**

Describe your plumbing supplies offering.

Question	Response *
Describe your fleet customization capabilities	<p>With a staff design engineer and a robust network of partners, there is very little that we cannot customize.</p> <p>If you can think it, we can very likely get it done. Certain locations will have our own in-house capabilities, whereas some of our smaller market location will use a partner to help with customization, like a fabrication shop or welder.</p> <p>We have done everything from custom ballast plates for a courier company, to provide added traction for their delivery vans, to very intricate customized jobs, such as fire chief rescue vehicles, RCMP and DND Bomb disposal units and Police forensics vehicles.</p> <p>Bring us your ideas and we will work with you to get it done.</p>
Describe your supply chain and logistics capabilities, including relationships with key suppliers, ability to source materials, chassis and equipment efficiently.	<p>As described in a previous section, this is one of our market differentiators. As the largest distributor for most of the products we sell, like ARE Truck Caps, Ranger Van Shelving, Partitions and Ladder Racks, SpaceKap Fiberglass drop-in Service Bodies, to emergency lighting from Ecco/Code3, Whelen and Grote and our own in-house brand, Enthuze, providing excellent quality and value at a significant savings, over other brands. (amongst many, many other brands and product lines, like Thule, Meyer, DeeZee, CargoEase, Compustar, Curt, Decked, Extang, Husky and Weathertech, to name but a few)</p> <p>As the number one distribution partner for all of these brands and many more, we have the ability to provide sourcing advantages, not only because we stock all of these products, but because we can also get priority shipping and production status on all of them as well.</p> <p>From a chassis perspective, we have very strong relationships with GM, Ford, Stellantis, Mercedes Benz, Kia, Hyundai, not only at the dealer level but at the National level as well, allowing us to set up custom programs that nobody else can provide. We have ship-thru, ship-to, drop-ship and pool stock status with most of them, allowing us the flexibility to customize a supply chain program for all of our customers, to help them meet their specific needs.</p>
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles for the region(s) included in your proposal.	<p>Again, the size and scope of our National Geographic footprint allows us the flexibility to customize a distribution channel for each customer, based on their specific needs.</p> <p>We can work with partners to have vehicles ordered using the OEM ship-thru model, pushing all or most ordered vehicles to one location within our network and then back into that OEM's transportation channel, for distribution to dealers across the Country.</p> <p>The preferred method however, once we explain it, is always the drop-ship or ship-to method, as it saves 8-10 weeks in the delivery cycle, eliminating unnecessary waiting periods, for vehicle to be picked up at the upfitter, the transport yard, the rail yard, the end destination rail yard and transport yard and then finally the dealer for final pdi, registration, plating and delivery.</p> <p>The vast majority of our customer benefit from this method but we do have customers who like to use a hybrid solution, where we drop-ship the majority of the fleet but use ship-thru on certain units, to help limit the transportation costs, especially to remote locations.</p>
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles using a relationship with dealer network (if applicable).	<p>Every one of our 44 locations has very strong local relationships with all dealers or every brand, including GM, Ford, Stellantis, Mercedes, Kia and Hyundai, as well as others.</p> <p>We work very well with all of our dealers, so again, we can customize a logistics strategy for everything from the vehicle goes to the dealer first, to us for the upfit and then back to the dealer for final pdi, registration, plating and delivery, to it coming to us from the dealer, already pdi'd, plated and registered and then we can deliver it to the customer, to any variation in between.</p> <p>We've seen it all and done it all, in an effort to best accommodate the customer.</p>
Describe your after-sales service and support offerings, including maintenance, repairs, and technical assistance.	<p>So, as part of our industry leading 44 locations, we have a unique ability to provide unparalleled after-sales service, where nobody else can. When vehicles are complete and delivered, should anything go wrong or should you forget to order a part, we can help you right there, in the same place the unit was upfitted. You don't have to worry about sending it back, causing incredible delays or have to worry about finding another shop to do a repair or that is certified to do warranty work. Just bring it back to us and it will be taken care of.</p> <p>Most product does not require any sort of maintenance, but if it does, just call to arrange an appointment and we'll take care of it (some plows do require annual maintenance)</p> <p>As for technical support, we typically take care of that before a vehicle is delivered, but should you ever need support, you have an entire team you can lean on.</p>
Describe your project management processes, including their ability to handle large-scale projects, manage timelines, and stay within budget.	<p>We manage projects from 1 unit to several hundred, all the same way. We have a team of project managers that are assigned to manage projects within a designated territory. They work with the locations within that territory, to order in product, manage the build schedule, set priorities and help to keep timelines. All of it is tracked on our industry first and industry leading fleet portal, that we grant access to our customers on as well, so that there is full transparency on all builds for them, wherever they are across the Country. Our customers can see in a few clicks if there is a problem or when a vehicle will be completed. When a vehicle is offsite for something (like spray in liners or wheel alignment) and when it is back. Customers also have the ability to communicate directly with the team, with "chat bubbles" right in the portal, asking questions and confirming build information, along the way.</p> <p>Budgets are always met, because the quoting process up front takes care of that. Once a purchase order is received, it creates a work order and we do not deviate from that work order, so it always matches the purchase order.</p> <p>If changes to the order are required, we require a revised purchase order and then we send a revised work order so that everything always matches.</p>
Describe your communication and coordination capabilities with multiple stakeholders.	<p>Communication is crucial to the success of any project. We have several ways, in which we communicate and keep lines of communication open.</p> <ul style="list-style-type: none"> <li>- Pre-build meetings             <ul style="list-style-type: none"> <li>o So, we go over every build with the customers, so that everyone is on the same page</li> </ul> </li> <li>- Fleet Portal</li> <li>o Crucial during the build process to monitor progress and make any changes</li> <li>- Post build meetings</li> <li>o On larger projects, with multiple units being built at multiple locations, we typically do one first and meet to review the first one, based on feedback from the customer either proceed or make adjustments, depending on their needs.             <ul style="list-style-type: none"> <li>- Fleet Team</li> <li>o The fleet team is always available for any questions or updates a customer wants and their main people are always identified at the start of the process</li> <li>- Proactive</li> <li>o We will always proactively communicate with the customer on any delays or issues, as they can arise from time to time (ie: product delays, sick technician creating a delay)</li> </ul> </li> </ul> <p>Beyond that, my team just uses common sense. If something doesn't feel right, we just pick up the phone and ask the customer.</p> <p>Having clear lines of communication established and open from the outset, is just engrained in our culture.</p>
Summarize the innovation and use of the latest technologies in vehicle upfitting.	<p>As Action is an organization of continuous improvement, we strive to always be seeking out the latest and greatest in innovative product, designs and techniques.</p> <p>To that end, we've recently added a new product line of climate-controlled units, manufactured in the Netherlands that is revolutionary, from a "cold chain" innovation perspective. We expect big things from this new product line. It will absolutely put the old "reefer van" model on notice that there is a new game in town!!!</p> <p>That is just one example of always looking for innovations, from a product perspective to help bring new and exciting solutions to our customers.</p> <p>This also holds true to technologies, where we are always looking at the latest and greatest innovative technologies and what our customers might be able to benefit from.</p> <p>Our purchasing team spends a week every year at the SEMA conference and trade show, seeking out the latest technological innovations.</p> <p>We have added products that help in current market conditions. For instance, we've been experiencing large numbers of vehicle thefts as well as component thefts, specific to catalytic converters, over the past 2 years or so. So we introduced a system that deters theft of catalytic converters as well as a battery disconnect system for your vehicle's key fob, so that the signal can't be detected, copied and relayed to start a car or truck and thus cannot be stolen. Both have been successful and sought after products, in the market.</p> <p>We definitely stay on top of any industry changes, innovations and advances in technology.</p>
Explain how advanced technologies, such as telematics, GPS, and alternative fuel systems are incorporated into your service offering.	<p>Again, we are constantly looking for and seeking out new technologies and integrating solutions into our day-to-day activities.</p> <p>We are certified installers for GeoTab, the world's leading telematics company and we stay current on all of their innovations and changes to their technologies as well. We don't only install their technology, but we are a customer as well, using their products and supporting software for our own internal fleet as well.</p> <p>We don't stop at GeoTab though. We also install other brands, as the needs arise from our customers. We have done several Samsara installs with their telematics product and integrated dash cams, both road facing and driver facing applications. As well as other products that integrate into telematics products, like a "deadman switch" that acts as a safety alarm for operators away from their vehicle. Should they fall, get injured or attacked, they can hit an alarm on their arm and it relays through the telematics device and sends a notification to their head office that the driver needs assistance. A very cool piece of technology, used by several of our customers.</p> <p>With the on-set of EV vehicles, there has been a significant decrease in any need in the market, for alternate fuel vehicles. The days of propane and natural gas conversions is definitely losing steam but the momentum of consumers and commercial fleet customers moving to EV, is certainly on a sharp rise.</p> <p>We are certified to do upfit work on any and all EV vehicles and do a great deal of them currently for one large municipality.</p> <p>If something in the market shifts and we need to pivot to adapt and add a new service offering, then we will get the appropriate people trained and implement it as normal course of business.</p>
	no question to answer

**Engagement , Marketing and Training**

Line Item	Question	Response *
1	<p>Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area the Proponent wishes to do business in. Your response should address at least the following areas.</p> <p>a. Sales force. b. Dealer Network or distribution methods. c. Service personnel/teams.</p> <p>Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales and service functions.</p>	<p>As Canada's largest commercial upfitter, we have a unique ability to meet the needs of all CANOE members, right across the Country.</p> <p>We have physical locations to support both sales and installation service, in the following Provinces and Cities:</p> <p>Newfoundland and Labrador</p> <ol style="list-style-type: none"> <li>1. St. John's</li> <li>2. Corner Brook</li> <li>3. Grand Falls-Windsor</li> <li>4. Gander</li> </ol> <p>Prince Edward Island</p> <ol style="list-style-type: none"> <li>1. Charlottetown</li> </ol> <p>Nova Scotia</p> <ol style="list-style-type: none"> <li>1. Dartmouth</li> </ol> <p>New Brunswick</p> <ol style="list-style-type: none"> <li>1. Moncton</li> <li>2. Saint John</li> <li>3. Fredericton</li> </ol> <p>Ontario</p> <ol style="list-style-type: none"> <li>1. Ottawa</li> <li>2. Kingston</li> <li>3. Belleville</li> <li>4. Coburg</li> <li>5. North Bay</li> <li>6. Whitby</li> <li>7. Orillia</li> <li>8. Scarborough</li> <li>9. Barrie</li> <li>10. St Catharines</li> <li>11. Mississauga</li> <li>12. Peterborough</li> <li>13. Lindsay</li> <li>14. Port Perry</li> <li>15. Huntsville</li> <li>16. Aurora</li> <li>17. Collingwood</li> <li>18. Hamilton</li> <li>19. Guelph</li> <li>20. Kitchener</li> <li>21. Sudbury</li> <li>22. Timmins</li> <li>23. Sault Saint Marie</li> <li>24. London</li> </ol> <p>Manitoba</p> <ol style="list-style-type: none"> <li>1. Winnipeg</li> </ol> <p>Saskatchewan</p> <ol style="list-style-type: none"> <li>1. Regina</li> <li>2. Saskatoon</li> </ol> <p>Alberta</p> <ol style="list-style-type: none"> <li>1. Grand Prairie</li> <li>2. Edmonton West</li> <li>3. Edmonton South</li> <li>4. Red Deer</li> <li>5. Calgary</li> </ol> <p>BC</p> <ol style="list-style-type: none"> <li>1. Kelowna</li> <li>2. Surrey</li> <li>3. Victoria</li> </ol> <p>We further have partner locations in the following, to support both sales and service:</p> <ol style="list-style-type: none"> <li>1. Montreal, QC</li> <li>2. Quebec City, QC</li> <li>3. Inuvik, NT</li> <li>4. Yellowknife, NT</li> <li>5. Hay River, NT</li> <li>6. Whitehorse, YK</li> </ol> <p>From a distribution perspective, we have major distribution centers in:</p> <ol style="list-style-type: none"> <li>1. Moncton, NB</li> <li>2. Montreal, QC</li> <li>3. Whitby, ON</li> <li>4. Edmonton, AB</li> </ol> <p>With smaller cross-dock warehouses located in</p> <ol style="list-style-type: none"> <li>1. St John's, NL</li> <li>2. Winnipeg, MB</li> <li>3. Surrey, BC</li> </ol> <p>Our commercial fleet team, as described in an earlier section, is composed of 13 people spread across the Country. We have 2 senior staff, a Sales Director and a National Sales Manager, responsible for the entire Country and then we have Business Development Managers in Atlantic Canada, Ontario, Manitoba (also covering SK), Alberta and BC. We have additional support staff, providing quote and order support as well as project management as well as a staff design engineer, to help with design, CAD drawings for customers and installers as well as compliance.</p>
2	<p>Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.</p>	<p>As we currently do with all of our Canoe opportunities, we engage with a wide variety of stakeholders, at multiple levels.</p> <ol style="list-style-type: none"> <li>1. Trade Shows       <ol style="list-style-type: none"> <li>a. We actively participate in most Provincial and National trade shows put on not only by Canoe and affiliate organizations, but also in many Government specific events, such as AMO, ROMA and others.</li> <li>b. Gives us a great opportunity to connect with Canoe staff and engage in networking with existing and prospective new customers.</li> </ol> </li> <li>2. Canoe events       <ol style="list-style-type: none"> <li>a. We actively participate in other events hosted by Canoe, such as Canoe university</li> <li>b. Another great opportunity to connect with Canoe staff and network with members.</li> </ol> </li> <li>3. Canoe Newsletter       <ol style="list-style-type: none"> <li>a. We will also be adding more content to Canoe, for upcoming Member newsletters, for spotlight on new and innovative products and services we can provide to Canoe members.</li> </ol> </li> <li>4. Sales Team Engagement (my team and the Canoe team)       <ol style="list-style-type: none"> <li>a. This is a very important step in the process, as together we are far stronger than we are apart.</li> <li>b. We both have customers, the other doesn't and leveraging/networking together, we can create great opportunities for each other.</li> </ol> </li> <li>5. Canoe logo       <ol style="list-style-type: none"> <li>a. We will be adding the Canoe logo to all of our customer facing marketing collateral, including our business cards, web site and other outgoing material</li> </ol> </li> </ol>

3	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?	<p>As you currently do and as we currently participate in, I love the new webinar series, helping us be better versed in the overall offering that Canoe goes to market with.</p> <p>The better we understand how Canoe is presented and who you present to, the better we understand how to help position Canoe, when we speak with our own greater public sector customers.</p> <p>With these webinars and the Canoe University, there is great value and give us yet another tool to put in our toolbox.</p> <p>I would like to see more joint calls, go forward, where a Canoe rep and an Action rep visit a member or potential member, so we can approach the opportunity on a united front, as I find that a collaborative sales approach can be very effective.</p> <p>Additionally I'd love to see your marketing team be more proactive and approach us on a quarterly basis, or other regular cadence, asking/prompting us to see if there is anything we'd like to submit for an upcoming e-newsletter or vendor spotlight article</p>
4	Describe how you will train your sales force and distribution network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	<p>This is already engrained in my entire team. We have sales targets for all Government business and Canoe is the biggest tool in our tool box to leverage when speaking with the Greater Public Sector customers.</p> <p>Beyond that, last year I started by inviting Canoe to present at my annual Sales Training event, held each February.</p> <p>This gives my entire team an opportunity to hear Canoe reps present how they go to market and allow my reps to ask questions, so as to better learn how the Canoe process works and how best to use it in their day-to day.</p> <p>I expect this to continue and will absolutely be inviting at least 2 of you, to come to my internal sales conference.</p> <p>Beyond that, the regular cadence is weekly. I meet with my team every week to discuss opportunity and every week I expect to hear how their opportunities with the Great Public Sector is going and who at Canoe they have engaged for support. This will also continue, as it is a big piece of the puzzle for their annual success (30%+sales target)</p>
5	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	<p>As an existing vendor, start up will be more of a reminder, to continue doing the things we are doing that has seen us successfully partner with Canoe and some of its vendors and members.</p> <p>We will continue to engage and participate in any and all Canoe events and will continue to go after opportunities within the Greater Public Sector.</p>
6	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?	<p>Again, to reiterate, as an existing vendor who see the great value in partnering with Canoe, we discuss all opportunities within each of my sales rep's respective pipelines each and every week and I always ask specifically about the Greater Public Sector, as it represents a full 30%+ of our sales growth target.</p> <p>Beyond that, when we add customers/members with the "opt-in form", to our program, meaning they start ordering, each customer receives a unique customer number. These customer numbers are all children accounts to the parent account, RMA/Canoe. I run a sales report quarterly to see where we stand and work with my sales reps where needed, to help direct them to appropriate activities and opportunities.</p> <p>It has worked well for us so far and expect to continue through the balance of this proposed contract period.</p>
7	Describe your commitment to attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	<p>Our commitment is strong and our participation and sponsorship is as well. We currently participate in and sponsor most events that Canoe puts on. Unfortunately, due to scheduling conflicts, we cannot necessarily participate in every single event, but we certainly try.</p> <p>I'm disappointed that I could not attend the reverse trade show this year. I was really looking forward to it, but was unfortunately at a vendor conference in the US at that time.</p> <p>We will continue our strong participation and sponsorship to as many events as we can, as we see great value in all of them.</p> <p>And thank you by the way for putting on such great events and having such great people attend.</p>
8	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	<p>Action is part of many associations and industry groups where we are already discussing the value that Canoe brings to the marketplace, where applicable, including such National Associations like NAFA, AFLA and CAMFM, where fleet industry peers gather and network. We also participate at regional association groups, like CAFS in BC.</p> <p>We also participate in as many Provincial Associations of municipalities events that we can, like the annual FCM trade show and conference, as well as each individual Province's association, like the AMM, NSFM, AMO, SARM and UMN, to name a few.</p>

#### Supply chain reliability and details

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	<p>We have a robust capacity across the Country, with 4 major distribution centers and 3 smaller cross-dock warehouses. Capacities for our major DC's as follows:</p> <ol style="list-style-type: none"> <li>1. Moncton = 75,000 sq ft</li> <li>2. Montreal = 35,000 sq ft</li> <li>3. Whitby = 100,000 sq ft</li> <li>4. Edmonton = 100,000 sq ft</li> </ol> <p>Our supporting cross-dock facilities as follows:</p> <ol style="list-style-type: none"> <li>1. St John's = 15,500 sq ft</li> <li>2. Winnipeg = 15,500 sq ft</li> <li>3. Surrey = 21,000 sq ft</li> </ol> <p>For an over all total capacity of = 362,000 sq ft</p> <p>From an inventory management perspective, we get very granular on certain product and establish an automated re-ordering system, with detailed "Min-Max" limits, that continuously get audited and changed as required by market conditions or special projects.</p> <p>We have a team of Category Managers, a Purchasing Manager and a Vice-President of Procurement who continuously monitor our inventory levels and adjust accordingly.</p>
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	<p>Lead times are dependent on a plethora of factors, that include but are not limited to; our stock levels, the location of the inventory, the manufactures lead times, and the transit time it takes our carriers to deliver. Our goal is to deliver next day service for common products that we stock, however special-order products may default to the manufacturer lead times if we are forced to order it in. Manufactures lead times can vary from 24 hours to 90 days, depending on the product, location and manufacturing process</p> <p>From a contingency planning perspective, we have the best procurement team in the business, bar none. During Covid, as an example, when everybody in the industry stopped spending, to conserve capital, given the unknown nature of the pandemic, we doubled down and bought as much inventory as we could, to bolster our inventory levels. This strategy paid off, as in-store purchases declined, due to closures, distancing, etc ... our on-line orders increased by several times.</p> <p>This is what our procurement team does. It constantly monitors global events and situations and is nimble enough to pivot to different strategies, when it needs to, all in an effort to keep our customers happy, while protecting our bottom line.</p> <p>I can't say enough about how crucial our procurement team is to our entire operation.</p>
3	Explain your shipping and delivery details, timelines including any exceptions.	<p>Customer order fulfillment is a key component to our operation, which is one of the driving factors in our decision to handle the vast majority of deliveries ourselves, hence our internal delivery fleet.</p> <p>If we are not providing installation services and simply delivering product to your members, in-stock product is typically on a truck within 48 hours of receipt of a purchase order and delivered within 48 hours of that.</p> <p>There are exceptions, depending again on stock availability as well as proximity to one of our stores or distribution centers.</p> <p>If there is a great distance between your member and one of our locations, then we may contract a third party delivery service, typically FedEx and then their time lines will come into play, but again, typically within 48 hours.</p>

## Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Response *
1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	As a distributor Action Car and Truck has a warranty procedure when dealing with our various manufactures. These are handled on a case-by-case basis, with each product and manufacturer.  Based on the manufacturer, they could replace the entire unit or may deem it only necessary to replace certain parts. No manufacturer that we deal with except for Meyer Plows cover any labor in their warranty. The warranties from the manufacturers we deal with, range from 60 days to limited lifetime. The manufactures do not cover technician expense, travel time or mileage. We are able to provide actual warranty repair at one of our 44 locations across Canada.  Manufacturer warranty periods range anywhere from 1 year up to and including Lifetime, all depending on the product, its intended use and the manufacturer.  For the most part, the most popular items we sell typically come with 3 year repair/replacement warranties.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	Any regular stock item can be returned for up to 30 days from purchase date without penalty. The freight charge will not be refunded. <ul style="list-style-type: none"> <li>All product must be received in new, sealable condition. Any damage to packaging may incur a rebox fee. Special order products are not returnable.</li> <li>12v products are not returnable.</li> <li>All returns MUST include a copy of the original invoice. This authorization does not guarantee a credit will be issued.</li> <li>All returns are subject to inspection and must meet manufacturer warranty policy specifications to be eligible for return / credit, or a re-stocking fee may apply.</li> <li>All installs performed at an Action Car and Truck Accessories location are guaranteed for 1 year.</li> </ul>
3	Describe in retails the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.	We have a dedicated fleet team to support all of our commercial fleet customers. This team is led by a Sales Director and a National Sales Manager. There are Regional Business Development Managers in Atlantic Canada, Ontario, Manitoba (covering SK), Alberta and BC. They are the first line of contact and support for all of our customers. Beyond that, we have an admin support team that offer our customers quoting, ordering and project management support.  We can also lean on our 44 location Managers across the Country. If a member calls into a location looking for assistance, our metric is to answer that call within 4 rings. If this is not met, it will bounce to our National call centre, where the call will be answered and assistance will be provided, to the best of the call centre's ability. Typically, the call centre will take notes and refer it back to the Business Development Manager, with any action items for them to execute on.

## Member access to goods and services

Line Item	Question	Response
1	List the necessary steps for a Canoe member to set up an account and access your goods and services for the first time should you be awarded a contract.	The steps required to access our goods and services are very easy. The member fills out an opt in form and within 24 hours, their account is set up and they can begin ordering products and installation services. No other steps involved, other than of course discussing their needs with one of my sales team.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	This is also an easy process. Members will call or email me first and then depending on their location, I will connect them with one of my reps across the Country, to determine their exact needs.  They can view our catalogue on-line at our web site and see all pricing live at our site.  They would then call us to discuss their needs, we would provide a quote, they would provide a purchase order and then we order the product and/or installation services.
3	Are your products available through an e-marketplace platform? If yes, please explain the options to connect to your e-marketplace i.e. business to business, punch out, API, and any limitations on compatible systems. Include a link to your e-marketplace.	For the fulfillment of this contract, unfortunately they cannot order through our e-marketplace platform, as we will be providing a specialized discount program, specific to this contract.
4	In a case where one your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation?	This happens all the time. We explain to the customer that due to special negotiations with Canoe, we cannot offer this special discount structure to them, outside of the Canoe program. If they want the benefits of this special pricing, they must participate with the program and their account will be converted to a child account to the parent account for RMA/Canoe, eliminating any confusion.

## Reporting

Question	Response
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.	Action will audit activity monthly, for all Canoe members and validate appropriate pricing is in place for all sales in that given month, ensuring compliance
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	Same as above. We will audit monthly activity and report on total sales to Canoe members each month.
Provide the name and contact information of the person who will be responsible for reporting if awarded an agreement.	Rob Dubois National Sales Manager E: rdubois@actiontrucks.com M: 416-988-8610
Do you allow public entities to order from multiple contracts and GPOs?	Does not apply to us, as we do not partner with any other GPO's or Co-ops, so all Canoe members ordering from us, can only use the Canoe contract.
If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	Not applicable, per answer to question 4 above.

## Value added goods and services

Question	Response *
Describe any other vehicle categories you offer not currently specified in the RFP.	Yes, airport management would likely be its own category, based on the special requirements of some of their vehicles.
Describe any value added goods you offer.	As the industry leader in most of the products we sell, it gives us the ability to have our manufacturer partners, private label certain products for us. So our in-house brand, ENTHUZE, is essentially the exact same product as other brand names but because of our volume commitments to the manufacturers, we can offer these products at a substantial discount to our customers. In addition, we have several product lines where we are the exclusive National distributor. These products stand above all others, as they provide superior product quality, warranty and support. We have several, but to name a few, we carry a line of Fiberglass drop-in service bodies, named SpaceKap and we have a new line of self contained, climate controlled units, that can be customized to fit in any size Van or truck and even some SUV's, called VebaBox. We also provide turn-key solutions for our customers, offering programs to provide ladders, Milwaukee pack-outs, decal installation and even tires, so that once a vehicle leaves our facility, it can go into service for the customer
Describe any value added services you offer.	We have several value-add services, from our industry leading fleet portal, which provides real time updates on production status, also providing full transparency to our customers.  We also offer free pick up and delivery, that helps our dealer network out tremendously.  We also provide turn-key solutions, as described above, as well as full consultation services to our customers,, as required.
Describe any other preferential rates or pricing structure included as part of your offering.	We will be offering a standard labour rate, so that there is consistency across the Country and with our Enthuze line of products, already being 20% lower than most other brand named products, we will still offer a standard discount structure on our line of already reduced Enthuze products.
Describe your pricing model when leveraging your dealer network (if applicable).	Not sure what you're looking for here. When it comes to the product and services we offer, a standard discount rate will apply, per the terms of this contract.  If a member is looking for assistance with acquiring the actual vehicles that we would then upfit, we are certainly able and happy to provide assistance at the dealer or National level, in an attempt to get the best possible price for that member.  If you are looking for some other answer, please let me know ... happy to discuss.

**Shop rates**

Proponents offer discounts on the hourly rates for their shop rate for each province as applicable.

Province	Shop in province? *
Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No
British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No
New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No
Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No
Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No
Northwest Territories	<input type="radio"/> Yes <input checked="" type="radio"/> No
Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No
Nunavut	<input type="radio"/> Yes <input checked="" type="radio"/> No
Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No
Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No
Québec	<input type="radio"/> Yes <input checked="" type="radio"/> No
Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No
Yukon	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Work Ready Packages**

Proponents can offer work ready packages available for Members.

Package name and number	Package description	Price	% Discount offered	Comments

**Agreement acceptance**

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

Article	We agree and accept *	If no, indicate your proposed changes or N/A *
ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 3 FINANCIAL MATTERS	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 4 TRADE-MARKS	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 5 REPRESENTATIONS AND WARRANTIES	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 6 CONFIDENTIAL INFORMATION	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 7 INDEMNITY AND LIABILITY	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 8 CHANGES AND TERMINATION	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 9 FORCE MAJEURE	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 10 DISPUTE RESOLUTION	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a
ARTICLE 11 GENERAL	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a

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

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

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

**Pricing**

Line Item	The pricing offered is:	Select 1 yes *	Pricing methodology for the one you selected "yes"
1	The same as the Proponent typically offers to an individual municipality, university, or school district OR	<input type="radio"/> Yes <input checked="" type="radio"/> No	For the most part, we offer better pricing through the Canoe program than to any individual municipality or other general public sector entity
2	The same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments OR	<input type="radio"/> Yes <input checked="" type="radio"/> No	not applicable, as we don't deal with any other GPOs or coops, other than Canoe
3	Better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	<input type="radio"/> Yes <input checked="" type="radio"/> No	not applicable, as we don't deal with any other GPO's or coops, other than Canoe

**Delivery and pricing details**

Line Item	Question	Reponse *
1	As applicable, present additional pricing details including any volume discounts, additional discounts or rebates or incentives, etc.	As we will be providing a significant discount to all Canoe members, off of our posted retail pricing, we will not be offering any additional discounts or rebates.  We will offer free pick up and delivery, within an hour and a half or so from every one of our 44 locations, but beyond that, we will be offering a full 15% off of our posted retail prices for every product, except Line-X spray in liners, as there is just too big a price range coast to coast, to be able to provide a standard rebate, so it will vary from City to City.
2	Explain your delivery or courier model.	in a typical situation, customers come to us and pick up their vehicles, once the upfit is complete. should delivery be required, it can be arranged at no cost. Should the member not require upfit solutions, then standard shipping rates will apply.
3	Explain your delivery costs if any, as well as any related geographical restrictions.	for the most part, as long as the member is within a reasonable distance from one of our locations, there will be no delivery charge. Should the member be at a distance greater than a normal 2 hour drive, then we will charge a small delivery fee, equal to our cost from our contracted transport company, at no mark up whatsoever.
4	What is your payment term? Do you offer incentives for early payments?	Net 30 Day terms.  No early payment incentives available at this time
5	Outline how prices may be subject to change over the term of the agreement.	as we are offering a discount off posted retail, prices may change annually, if a product manufacturer changes their price. As for labour, we will do our best to maintain pricing over the 5 year term, however should something happen drastically in the market place, to influence labour rates across the Country, we would request a review to agree to a reasonable adjustment.

**Documents**

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

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

The maximum size is 10 MB.

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

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

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

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

## Addenda, Terms and Conditions

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

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

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

#### 1.1.1 Ability to Provide Deliverables

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

#### 1.1.1.2 Non-Binding Pricing

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

#### 1.1.2 Proposals in English

All proposals are to be in English only.

#### 1.1.3 No Incorporation by Reference

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

#### 1.1.4 Past Performance

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

#### 1.1.5 Information in SOLICITATION Only an Estimate

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

#### 1.1.6 Proponents to Bear Their Own Costs

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

#### 1.1.7 Proposal to be Retained by Canoe

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

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

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

#### 1.1.9 Trade Agreements

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

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

### 1.2 Communication after Issuance of Solicitation

#### 1.2.1 Proponents to Review Solicitation

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

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

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

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

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

#### 1.2.4 Verify, Clarify, and Supplement

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

#### 1.2.5 Restricted Communications

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

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

#### 1.2.6 Authorized Communications, Amendments, Waivers

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

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

### 1.3 Notification and Debriefing

### 1.3.1 Notification to Other Proponents

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

### 1.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Solicitation Contact and must be made within sixty (60) days of such notification. The Solicitation Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at Canoe's location or by way of conference call or other remote meeting format as prescribed by Canoe.

### 1.3.3 Procurement Protest Procedure

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

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

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

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

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

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

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

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

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

## 1.4 Conflict of Interest and Prohibited Conduct

### 1.4.1 Conflict of Interest

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

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

### 1.4.2 Disqualification for Conflict of Interest

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

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

### 1.4.3 Disqualification for Prohibited Conduct

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

### 1.4.4 Prohibited Proponent Communications

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

### 1.4.5 Proponent Not to Communicate with Media

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

### 1.4.6 No Publicity or Promotion

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

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

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

### 1.4.7 No Lobbying

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

### 1.4.8 Illegal or Unethical Conduct

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

### 1.4.9 Supplier Suspension

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

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



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

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

## 1.5 Confidential Information

### 1.5.1 Confidential Information of Canoe

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

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

### 1.5.2 Confidential Information of Proponent

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

## 1.6 Procurement Process Non-Binding

### 1.6.1 No Contract A and No Claims

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

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

### 1.6.2 No Contract until Execution of Written Agreement

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

### 1.6.3 Non-Binding Price Estimates

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

### 1.6.4 Cancellation

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

### 1.6.5 Competition Act

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

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

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

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

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

### 1.7.1 No Prohibited Conduct

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

### 1.7.2 Disclosure of Information

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

## 1.8 Governing Law and Interpretation

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

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

End of PART D

I have the authority to bind the Proponent.

- Rob Dubois, National Sales Manager, Action Car and Truck Accessories Inc.

**Conflict of Interest**

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

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

**Yes**  **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 01</b> Thu November 14 2024 11:37 AM	<input checked="" type="checkbox"/>	3

**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.

Schedule "D"

SAMPLE SALES REPORT



Supplier Name: OFFICE SUPPLY COMPANY  
 Canoe Contract Number: CAN-2024-III  
 Month: June  
 Year: 2024

CANOE SUPPLIER ADMIN FEE TEMPLATE  
 Monthly Submission of Data Required

Member Number	Member Name	Province	Branch (if applicable)	Date of Purchase	Transaction Date	Accounting Date	PO #	Invoice #	Item Description	Category (Parts / Labour / Service)	Item cost	Miscellaneous	Freight	Subtotal	PST	GST/HST	Total Invoice	Amount eligible for Admin Fee	Admin Fee Rate	Admin Fee to Canoe
AB1603	SAMPLE ONLY County of your County	AB	ED	3/5/2024	3/5/2024	3/5/2024	555662	9955623	Pens	Parts	5.32	-	-	5.32	-	0.27	5.59	5.32	5.00%	0.27
AMM5002	SAMPLE ONLY RM of your town	MB	WN	2/1/2024	2/25/2024	3/1/2024	TR33556	9955624	Trays	Parts	552.30	0.20	0.50	553.00	33.18	27.65	613.83	552.30	5.00%	27.62
SAR1222	SAMPLE ONLY Town of At Home	SK	RG	12/23/2023	1/31/2024	3/1/2024	202403ij	9955625	Whiteboard	Parts	1,555.20	-	20.30	1,575.50	110.29	78.78	1,764.56	1,555.20	5.00%	77.76
<b>TOTALS</b>											<b>2,112.82</b>	<b>0.20</b>	<b>20.80</b>	<b>2,133.82</b>	<b>143.47</b>	<b>106.69</b>	<b>2,383.98</b>	<b>2,112.82</b>	<b>5.00%</b>	<b>105.64</b>