

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: Commercial Truck Equipment Corp.

Supplier Corporate Jurisdiction: 591 Chester Road, Delta, BC, V3M 6G7
(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.
- (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 discounts and maximum markup on equipment shall be fixed at or below the Pricing listed in Schedule B1 for the entire term of this Agreement including the extension period if exercised.

3.2 Administrative Fees

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

3.3 Supplier Expenses

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

3.4 Billings and Payment

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

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

3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15th) of each month 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 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 discount structure or Products, the Supplier must provide Canoe with at least thirty (30) days prior written notice to request any increase or decrease in discounts using Canoe's 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 discount, 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

Any Notice to the Supplier shall be addressed to:

Commercial Truck Equipment Corp
591 Chester Road
Delta, BC, V3M 6G7

Attention: Brennan Kapler, General Manager, Northern Alberta
Tel: 781-918-7742
Email: bkapler@comtruck.ca

11.3 Insurance Obligations

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

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

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

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

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

11.4 Public Announcements

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

11.5 Governing Law and Forum

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

11.6 Entire Agreement

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

11.7 Amendment and Waiver

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

11.8 Severability

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

11.9 Assignment

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

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances

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

11.12 Counterparts

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

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

CANOE PROCUREMENT GROUP OF CANADA

By: 
Tyler Hannemann (Feb 24, 2025 09:30 MST)

Name: Tyler Hannemann
Title: General Manager, Canoe Procurement Group

Supplier Legal Name: Commercial Truck Equipment Corp

By: 
Brennan Kapler (Feb 24, 2025 08:36 MST)

Name: Brennan Kapler
Title: General Manager, Northern Alberta

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

Category	Application	In Scope
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

Vendor Details

Company Name: Commercial Truck Equipment Corp
8412-15 st
Address: Edmonton, Alberta T6P-oB9
Contact: Brennan Kapler
Email: bkapler@comtruck.ca
Phone: 780-468-5151
HST#:

Submission Details

Created On: Monday October 28, 2024 11:25:31
Submitted On: Tuesday November 26, 2024 10:01:39
Submitted By: Brennan Kapler
Email: bkapler@comtruck.ca
Transaction #: bb16f825-a433-4d51-ba31-91e67902e9bc
Submitter's IP Address: 207.148.145.74

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):	Commercial Truck Equipment Corp
2	Proponent Address:	591 Chester Road Delta, BC V3M 6G7
3	Proponent website address:	https://commercial.ca/ https://comtruck.ca/ https://comutility.ca/ https://comemerg.ca/
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Brennan Kapler General Manager-Northern Alberta bkapler@comtruck.ca 8412-15 Street Edmonton, Ab T6P 0B9 O 780-468-5151 C 781-918-7742
5	Proponent's primary contact for this proposal (name title address email address & phone):	Brennan Kapler General Manager-Northern Alberta bkapler@comtruck.ca 8412-15 Street Edmonton, Ab T6P 0B9 O 780-468-5151 C 781-918-7742
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Steve Tatone President 591 Chester Road Delta, BC V3M 6G7
7	Proponent GST registration number:	838352052
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>Based on a philosophy of superior customer service supported with quality engineering, we have grown over the past 70 years to become Canada's largest truck equipment supplier and vehicle integrator.</p> <p>Our timeline:</p> <p>1947 – Our founding company, Commercial Body Builders Ltd. was established in Vancouver BC.</p> <p>1947 – 1997 – The company thrived in the manufacturing and modifying of truck bodies for BC based telecommunication, hydro, mining, construction, forestry, retail and service companies. We also supplied many truck components, such as cranes, man lifts and winches.</p> <p>The story is often told about a forestry contractor in the 1950's who wanted to take his crew to the work site with a truck that could carry 4 men and their chain saws. To accomplish this, the engineers at Commercial modified the contractor's pickup. By extending the cab and creating 4 doors, they may have created the world's first "crew cab" pickup truck.</p> <p>1998 – The company began to diversify. By making the best use of our engineers and technicians, the company expanded its geographical and design horizons to take on more challenging manufacturing opportunities as well as represent additional truck equipment product lines.</p> <p>The company began to produce equipment for the Canadian Military, General Motors and several large US based utility companies. We also manufactured armored trucks for a Canada wide customer and a line of mid-sized buses for public transit in BC.</p> <p>Community-Shuttle 2000 – Appointed the Terex Utilities dealer for Western Canada. This new business flourished and soon expanded to branches in Alberta.</p> <p>2001 – Formed the company Commercial Equipment to focus on quality service, parts, equipment sales and rentals to the utility industry.</p> <p>2002 – Acquired Russell Truck and was awarded the tow and recovery vehicle dealership for Miller Industries for Western Canada.</p> <p>2005 – Appointed the Canadian rental dealer for Nesco utility vehicles. The rentals business has since flourished from coast to coast.</p> <p>2010 – Acquired Danco Equipment. Danco was the largest Western Canadian supplier of truck mounted equipment, truck parts and service. With branches in Edmonton, Calgary, Regina and Surrey this acquisition dramatically improved our branch network and ability to service our customers. Danco specialized in Parker truck hydraulic components, drive line components, Amco Veba cranes, Terex truck cranes, Monroe snow and ice removal equipment, Stellar truck hook lifts, Bibeau gravel boxes as well as Stellar and Knapheide truck service bodies and many other quality products.</p> <p>2012 – Acquired Renn Truck Equipment of Calgary. Renn was the leading supplier of both Southland and Cancade gravel boxes and trailers.</p> <p>-Appointed the dealer for Weldco Hydra Lift cranes for Canada.</p> <p>2013 – Merged Commercial Body Builders, Danco Equipment, Commercial Equipment, Renn Truck Equipment and Russell Truck to form one unified company: Commercial Truck Equipment Co.</p> <p>-Expanded our branch network further with new locations in Grand Prairie, AB and Quebec City, Qc.</p> <p>-Appointed the dealer for Palfinger Cranes.</p> <p>2014 – Expansion with the opening of a larger branch in Regina, SK and a new branch in Acheson, AB.</p> <p>2015 – Expansion of Calgary, AB branch with 8 additional truck service bays.</p> <p>2016 – Woodstock, ON expansion with 4 additional truck service bays.</p> <p>2017 – Acquired Canadian Towing Equipment Inc., the market leader for towing & recovery vehicles in Ontario. This acquisition positions Commercial Truck Equipment Co. as the largest towing & recovery supplier in Canada and one of the largest in North America. Canadian Towing Equipment has served the North American towing industry for over 25 years and continues to operate under the same name from locations in Ayr, ON and North York, ON.</p> <p>– Appointed the Western Canadian dealer for Pierce Manufacturing Inc., the most recognized name of fire trucks in North America, in July 2017</p> <p>– Appointed the Western Canadian dealer for Elliott Equipment Company.</p> <p>– Dealership territory for Pierce Manufacturing Inc., expanded to include Ontario. in December 2017</p> <p>2020 – Commercial is appointed the Oshkosh Airport Products Canadian dealer. This partnership allows us to deliver ARFF vehicles, including the ORIGINAL STRIKER, and airport snow removal equipment to airports across Canada.</p> <p>2023 - Commercial is appointed as the McNeilus Refuse Equipment Canadian dealer. Officially announced in November of 2023.</p> <p>2024 - Acquired Euroway Industrial Service in Winnipeg, MB. They were officially amalgamated in June of 2024 as our Commercial Truck Equipment branch servicing the Manitoba market.</p> <p>2024 - Opened a branch in Ayr, Ontario to further our coverage of the southern Ontario market.</p> <p>Products and Services Commercial Truck Equipment Corp. offers Canada's widest selection of commercial vehicles, truck mounted equipment, and aftermarket accessories. From tow trucks, to fire apparatus, to power take-offs and everything in between, we offer decades of experience, comprehensive service, and a broad variety of product lines and brands.</p> <p>The following is a high-level list of the products and services we offer.</p> <ul style="list-style-type: none"> • Digger Derricks • Aerial Man Lifts • Salt and Sand Spreaders • Plows • Towing and Recovery • Articulating Cranes • Stiff Boom Cranes • Dump Boxes • Service Trucks • Hooklifts • Service Cranes • Cement Mixers • Pierce Fire Apparatus • MaxiMetal Fire Apparatus • Frontline Emergency Command Centers • Oshkosh Airport Products • Boise Mobile equipment fire apparatus • Power Take Offs • Retarders • Tailgates • Truck Winches • Truck Hydraulics • Pumps and Blowers <p>For all of our product lines, we offer parts, service, warranty, and annual inspection and non-destructive testing. Our branches comply with the Canadian Motor Vehicle Safety Standards and are certified by Transport Canada with the National Safety Mark, indicating all vehicles meet Canada's stringent safety requirements.</p> <p>With trained CWB certified welders, metal fabricators, heavy-duty certified mechanics, and millwrights, we can address a wide range of service requirements under one roof. We invest in training our staff through our top supplier factory programs, ITA apprenticeship programs, and in-house training to ensure an accurate, thorough, and safe service each and every time.</p> <p>Our service centres offer service and repair for all of our product lines, in addition to upfit work on existing vehicles, custom lighting packages, and in British Columbia, we are an ICBC approved repair centre. Further, our service centres offer a wide variety of non-destructive testing and annual services.</p> <ul style="list-style-type: none"> • Annual stability testing performed by our in house engineering team, including customised load charts for each application • Annual certification of truck-mounted aerial equipment and cranes, including complete mechanical, operational, and structural testing certified by an engineer • Preventative maintenance programs on request custom fit based on the needs of the customer and apparatus
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</p> <p><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	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	Branch locations in both Edmonton and Calgary
2	British-Columbia	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	Branch location in Surrey and head office and production facility in Delta
3	New-Brunswick	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	no branch locations but ability to serve the territory with equipment and upfitting services
4	Manitoba	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	Branch location in Winnipeg
5	Newfoundland and Labrador	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	no branch locations but ability to serve the territory with equipment and upfitting services
6	Northwest Territories	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	no branch locations but ability to serve the territory with equipment and upfitting services
7	Nova-Scotia	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	no branch locations but ability to serve the territory with equipment and upfitting services
8	Nunavut	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	no branch locations but ability to serve the territory with equipment and upfitting services
9	Ontario	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	Branch locations in Ayr and Woodstock
10	Prince Edward Island	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	no branch locations but ability to serve the territory with equipment and upfitting services
11	Québec	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	Branch location in Quebec City
12	Saskatchewan	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	Branch location in Regina
13	Yukon	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p>	no branch locations but ability to serve the territory with equipment and upfitting services

Experience and expertise

Line Item	Question	Response *
1	Provide a high level description of your offering.	<p>Commercial Truck Equipment Co. is Canada's largest supplier of vocational vehicles and work truck equipment with 350+ employees across Canada in ten main branches, and 250,000+ sq. ft. of combined production and service space. Serving customers for over 75 years, Commercial sells and supports the industry's top products.</p> <p>Commercial is the leading Canadian supplier for crane trucks, tow and recovery vehicles, refuse collection vehicles, dump & gravel trucks, snow and ice trucks, landscape bodies, trailers, as well as truck hydraulic systems, truck parts, and service. Our nationwide branch network has the technical and engineering expertise to ensure customers receive the right product for their application, every time.</p> <p>Commercial counts some of the largest municipalities, crown corporations, companies, and commercial operators amongst its long-term clients, while maintaining a high level of service for even the smallest customers and orders.</p> <p>Commercial offers trucks and truck upfitting in the following vehicle categories:</p> <ul style="list-style-type: none"> Towing & Recovery Cranes Dump Boxes Snow & Ice Service Bodies and Service Trucks Refuse Collection Road-To-Rail/Hi-Rail Hooklifts Fleet Electrification and Electric Work Trucks <p>Commercial offers truck upfitting parts and in the following vehicle categories:</p> <ul style="list-style-type: none"> Power Take Offs (PTO's) Pumps & Motors Plows & Spreaders Blowers & Compressors Hydraulics & Controls Tailgates & Liftgates Winches Truck Accessories Retarders & Frictionless Braking <p>For all our product lines, we offer parts, service, support, warranty, and annual inspection and non-destructive testing. Our branches comply with the Canadian Motor Vehicle Safety Standards and are certified by Transport Canada with the National Safety Mark, indicating all vehicles meet Canada's stringent safety requirements. With trained CWB certified welders, metal fabricators, heavy-duty certified mechanics, and millwrights, we can address a wide range of service requirements under one roof. We invest in training our staff through our top supplier factory programs, ITA apprenticeship programs, and in-house training to ensure an accurate, thorough, and safe service each and every time. Our service centres offer a wide variety of non-destructive testing and annual services including stability testing performed by our in-house engineering team, annual certification of truck-mounted aerial equipment and cranes, preventative maintenance programs, and more.</p>
2	What is your Canadian public sector market share for the solutions you are proposing?	30%
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	<p>1) Commercial Truck Equipment has nice main branches across Canada, with 13 total locations in the Commercial Group of Companies. With this significant market presence and geographic footprint, combined with the human experience and expertise of our 350+ person staff, we can provide real-time solutions to a member regardless of their location. Our expansive branch network further allows us to understand the specific needs of the membership in the markets that they operate.</p> <p>2) The breadth and depth of our product and service offering allows us to build long term relationships with the members of Canoe. We can accommodate a wide variety of equipment builds given the product categories that we represent and supplier relationships we maintain. We have strong relationships with manufacturers and dealerships of chassis across Canada, ensuring the right package is put forward to the member, while providing superior value.</p> <p>3) Commercial employs an in-house professional engineering department, with multiple Professional Engineers working in senior roles. Our engineers provide support from pre-sale quoting and specifications, to aftermarket technical support and service years after delivery. Having accurate load charts and tip-load calculations for the exact equipment and chassis is a life-safety requirement, and by "insourcing" this vital part of truck upfitting, we ensure the safest trucks are built and delivered to our customers.</p>
4	Describe the depth and breadth of your experience with municipal markets.	<p>Commercial Truck has been servicing the municipal market for more than 50 years, and counts some of the largest municipalities in the country amongst its long-term clients, while maintaining a high level of service for even the smallest cities, towns, RD's, and MD's.</p> <p>Commercial's comprehensive product and service portfolio is suited to address nearly the complete needs of municipalities, and it's common for Canadian municipalities to have multiple departments within the same city, town, or district work with us for different work-truck needs.</p> <p>Where our competitors may offer a solution to one segment of a municipal operation (such as snow and ice), Commercial is also in a place where we could, for example, also support utilities, maintenance, fleet, emergency, parks, and more.</p> <p>Positioning ourselves as a "one-stop-shop" for municipalities simplifies procurement, decreases cost, lowers support and service time, and increases uptime for customers.</p>
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	<p>Commercial has carried a successful Fleet Upfitting contract with Canoe/RMA since the fall of 2020. We have grown with Canoe to understand and fulfill the needs of their membership.</p> <p>We also are a dealer (in many cases with exclusive sales territory) for many products that have Canoe/Sourcewell contracts and have brokered tens of millions of dollars of products through their contracts.</p> <p>We are dealer/distributors for:</p> <p>Airport Equipment Program: Contract: 113021-OKC Oshkosh Airport Products (Exclusive Dealer)</p> <p>Enforcement Supply Program: Contract: 090122-WHL Whelen Engineering</p> <p>Firefighting Apparatus Program: Contract: 113021-MAX MAXIMETAL (Exclusive Dealer) Contract: 113021-OKC Oshkosh Airport Products (Exclusive Dealer) Contract: 113021-OKC-1 Pierce (Exclusive Dealer)</p> <p>Public Utility Equipment: Contract: 110421-EEC Elliott Equipment Company Contract: 110421-TER Terex Utilities (Partial Exclusivity)</p> <p>Waste Management Program: Contract: 110223-MCN McNeilus Truck (Exclusive Dealer)</p> <p>Winter Maintenance Equipment Program: Contract: 062222-JAL J.A. Larue (Exclusive Dealer)</p> <p>We also regularly collaborate with these chassis manufacturers: Contract: 032824-DAI Daimler Truck North America Contract: 032824-LON Lion Electric – Chassis Contract: 032824-MAK Mack Trucks Contract: 032824-NVS Navistar Contract: 032824-PMC Peterbilt</p>
6	Describe your knowledge of Canadian regulatory environment and standards related to fleet upfitting services.	<p>1) As a manufacturer of completed vehicles, we are required to hold the Canadian Motor Vehicle Safety Standards National Safety Mark. We are authorized to apply this mark to all vehicles that we build.</p> <p>2) We are certified to CSA Standard W47.1 "Certification of Companies for Fusion Welding of Steel"</p> <p>3) We are a member of good standing with the Alberta Motor Vehicle Industry Council</p> <p>We are governed by 3rd party evaluation. With our National Safety Mark, CWB certification and AMVIC certification we must ensure the vehicles we upfit are compliant to safety standards. We have almost 80 years of experience of installing or manufacturing truck equipment so it is imperative that we stay abreast of current regulations.</p>
7	Explain how your company ensures the upfitted vehicles meet necessary safety and compliance requirements of public clients.	see above answer
8	Describe your company's sales force.	<p>Commercial's sales force is amongst the largest and most knowledgeable in the country, with an unparalleled combined industry knowledge. Across the Commercial Group, over 70 total employees are responsible for a sales function, with nearly 25 devoted directly to truck and fleet upfitting sales directly. Each individual branch employs a team of inside, outside, and parts salespeople that work directly with members to understand their unique needs and provide specialized fleet solutions. These salespeople have a detailed understanding of the specific challenges, solutions, and products that pertain to municipal operations.</p> <p>Sales teams from each branch report directly to the branch manager at each respective location:</p> <p>Southern BC - Suzanne LaFrance Northern Alberta & Northern BC - Brennan Kapler Southern Alberta - Ian MacDonald Saskatchewan - Ward Komonosky Manitoba - Kris Kaminski Ontario (Woodstock) - Chris Rayner Ontario (Ayr) - Dale Hartung</p>
9	Describe your company's distribution network.	<p>Commercial has one of the largest and most robust distribution networks in the country, with significant effort put towards designing a network for redundancy and efficiency. Commercial distributes our products through our salespeople, directly in our branches, and through our digital and online footprint. Distribution is handled at a branch level for the customers in their sales territory, supported by our nationwide network of parts and equipment warehouses. While we often collaborate with chassis dealers for consignment sales, we proudly do not rely on OEMs, third-parties, or vendors to distribute our products.</p>

Program offering

Describe your plumbing supplies offering.

Question	Response *
Describe your fleet customization capabilities	Commercial offers the widest breadth of product lines in Canada, allowing us to provide complete solutions in one place, including parts and service. Our size, market presence, and longstanding relationships with manufacturers of chassis, accessories, components, and truck-mounted equipment allows us to negotiate excellent pricing and concessions – savings that are passed on to members. Commercial's in-house Engineering department has multiple Professional Engineers supervising a team of engineers and technologists providing support from pre-sale quoting to aftersale technical support.
Describe your supply chain and logistics capabilities, including relationships with key suppliers, ability to source materials, chassis and equipment efficiently.	Commercial's significant size, purchasing power, market presence, reputation, and longstanding industry and supplier relationships position us as one of the most capable and efficient procurement entities in the market. Commercial has (in many cases) exclusive or platinum-level dealerships with key vendors and manufacturers in the work-truck industry. Due to its size and purchasing history, Commercial usually commands the largest volume discounts, and is offered first right-of-refusal for product categories that are still experiencing disruptions, such as chassis and Power-Take-Offs. Of particular note are our partnerships with Velocity Truck Centres for Chassis, our exclusive Miller Industries and Terex dealerships, and our Parker Platinum Dealer designation.
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles for the region(s) included in your proposal.	Commercial Truck Equipment has been delivering trucks to customers for 75+ years. Once a truck is completed and the FOB is determined, Commercial works with the customer to design a transport solution that is cost effective and timely. Sometimes, this is as simple as making the vehicle available for pickup at one of our nine main branch locations, or the salesperson delivering the vehicle to the customer location. Other times, Commercial will utilize its robust and comprehensive vehicle shuttle and vehicle shipping vendor network to arrange for safe and reliable transport. Commercial maintains working relationships with most of Canada's largest vehicle shuttling and drive-away services, as well as relationships with smaller, bespoke and custom-critical vendors for specialized tasks. For more challenging logistics and remote shipping, Commercial has dedicated staff members with significant experience who can attend to these situations. Commercial has successfully delivered vehicles from coast to coast, and from the Southern border to various different locations north of the 60th parallel including air and sea shipping of work trucks, demonstrating our ability to handle even the most technically challenging delivery and distribution task.
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles using a relationship with dealer network (if applicable).	For situations where trucks are sold in concert with a chassis dealer, the customer may select how and where they would like to pick up an upfitted vehicle, or have it delivered. For situations where we're working with an equipment or body manufacturer, the finished vehicle is usually shipped or delivered by Commercial from its nationwide branch network. Ultimately, we work with the customer to ensure that a solution for shipping is selected that minimizes time and cost.
Describe your after-sales service and support offerings, including maintenance, repairs, and technical assistance.	Commercial Truck Equipment is Canada's largest work truck dealer, manufacturer, and upfitter, and supports its customers with the largest service centre and parts warehousing network in the country. Our certified technicians and service staff know the intricacies of every type of work truck and strive to exceed service expectations on all makes and models. Our knowledgeable parts teams have access to OEM and the top aftermarket parts from leading suppliers and we maintain the largest stock of on-the-shelf parts in the country. Service and support isn't just fixing things when they break, and Commercial has a robust set of Service and Support divisions designed to holistically support member businesses and their work truck needs. We offer the most comprehensive Parts warehousing network in Canada, including an After-Hours Parts Program, Mobile Service, and industry-leading Training Programs. We also know that downtime has a significant impact on member businesses; we make it a priority to get them back on the road as soon as possible. Our diverse service staff are capable of handling the complete portfolio of truck equipment servicing needs including: <ul style="list-style-type: none"> • Truck hydraulic systems • Towing & recovery equipment • Truck Cranes – Stiff Boom and Articulated • Dump bodies • PTO's • Snow & ice equipment • Aerial (man basket) equipment • Under hood or hydraulic-driven compressors • Lighting and low-voltage troubleshooting • Annual Inspections • NDT and insulation testing All our branch service centres offer: Stability Testing - Staff are certified to perform complete stability testing, including customized load charts for each application. Annual Certifications of truck mounted aerial equipment and cranes – including complete mechanical, operational and structural testing certified by a Professional Engineer. Preventative Maintenance Programs - We design, manage, and carry out extensive PM programs for fleets of all sizes. Certified Staff With trained CWB-certified welders, metal fabricators, heavy duty certified mechanics and millwrights we can address a range of service requirements all under one roof. Commercial Truck Equipment has a fleet of mobile technicians and fully equipped service vehicles at all our major Canadian locations ready to be dispatched to diagnose and repair vocational trucks anywhere in Canada. Whether towing is impractical or not possible, or preventative maintenance on-site is vital for uptime, Commercial has the people and equipment to get, (or keep) vehicles in service outside of the shop. Commercial's mobile service technicians are also capable of after-hours and emergency response, with expedited service times if required. Commercial mobile service vehicles are equipped with the spare parts and tools needed to make most repairs to common commercial vehicle issues including hydraulic leaks or failures, electrical faults, lighting and camera outages, sensor failures, engine and transmission diagnosis and programming, and more. By the numbers, Commercial has 9 main parts warehouse locations, 300K+ SKU's for individual parts, and \$21M+ of parts inventory on Canadian shelves.
Describe your project management processes, including their ability to handle large-scale projects, manage timelines, and stay within budget.	Each production location has a specific production department that is designed to streamline equipment builds and fleet up-fits. These departments will always consist of a dedicated team of managers, administrators, project managers, and technicians that are experienced in the products that we represent. Production schedules are centrally managed at each location to provide visibility and planning metrics to ensure that resources can be managed to stay on target for deliveries. They also track and log major milestones and information such as Production Identifiers, Customer identifiers, Chassis VIN and scheduling, Major equipment scheduling/delivery, Labor hours, Projected completion, in addition to final delivery dates and commissioning. Commercial's nationwide presence and unmatched production capability (comprising over 270,000 sq ft of production and service space) also allows Commercial to seamlessly shift production between branches to take advantage of available production capacity at other branches to keep projects on track for the end-customer.
Describe your communication and coordination capabilities with multiple stakeholders.	Commercial's communication processes have been refined and perfected over decades of successful collaboration with municipalities. Information flows seamlessly from the production department at weekly status meetings on to the sales staff, where timelines and information are relayed to customers. Our salespeople serve as an expert go-between for our customers to ensure that they have a single point-of-contact at Commercial, and our production Project Managers serve as hands-on backups to our sales staff to ensure that customers always have a conduit for project updates, questions, and queries. An employee vacation or illness never prevents customer communication from happening as we have multiple staff members engaged in project management for any given build or upfit.
Summarize the innovation and use of the latest technologies in vehicle upfitting.	New products and new technology require our deep involvement in trade associations, trade shows and seminars, as well as participating in product development teams through our vendor partners. Commercial also maintains its market presence at the cutting edge through continuous staff education, and through striving to help municipalities solve difficult and demanding technical and environmental stewardship challenges. A selected list of some of the organizations and associations we participate in, or are members of: <ul style="list-style-type: none"> • Transport Canada Motor Vehicle Safety Standard certified with the National Safety Mark, indicating all manufactured or upfitted vehicles meet Canada's stringent safety requirements. • We are Canadian Welding Bureau (CWB) certified to CSA W47.1 • In BC we are an ICBC approved repair centre • A registered recycling processor with Alberta Recycling Management Authority • A member of ARA – Automotive Retailers Association • A member of CUFC – Canadian Utility Fleet Council • A member of Electrical Contractors Association of BC • A member of Line Contractors Association • A member of B.C. Road Builders & Heavy Construction Association • A member of BCLNA - BC Landscape & Nursery Association • A member of CAFS - Canadian Association of Fleet Supervisors • A member of Landscape Ontario Horticultural Trades Association • A member of the Canadian Waste Management Association • A member of the Ontario Waste Management Association • A member of the Canadian Association of Fire Chiefs • A member of the British Columbia Association of Fire Chiefs • A Five-Stripe member of the Alberta Fire Chiefs Association • A member of Saskatchewan Association of Fire Chiefs • A member of Manitoba Association of Fire Chiefs • A member of the Ontario Association of Fire Chiefs We have employees who are members of the following professional associations <ul style="list-style-type: none"> • EGBC – Engineers and Geoscientists British Columbia • APEGA – Association of Professional Engineers Alberta • APEGS – Association of Professional Engineers Saskatchewan
Explain how advanced technologies, such as telematics, GPS, and alternative fuel systems are incorporated into your service offering.	Commercial has significant experience in installing fleet management, fleet tracking, and telematics hardware at customer request. Commercial is well-versed in modern telematics systems, as many of the vehicles we distribute include telematics from the factory. For upfitting, installation of GPS and telematics hardware is straightforward for Commercial, as we have market-leading knowledge of systems integration and low-voltage electrical. Commercial's history in electric vehicles stretches back nearly 25 years, when Commercial Group company Dynasty Electric Car Corp. designed and brought a road-legal vehicle to market. We have been innovating in the sustainability space and building electric vehicles ever since. Commercial Truck Equipment is now known as a Canadian leader in electric work truck assembly and upfitting, having completed start-to-finish builds including engineering, fabrication, installation, testing, and delivery of electric work trucks on BYD, Lion, and Navistar International chassis. Utilizing its customer-centric approach to vehicle customization, Commercial Truck Equipment designs and implements specific usability, operator comfort, and safety features tailored completely to unique client applications for electric and hybrid vehicles. Commercial (through its other divisions) offers electric-drivetrain fire trucks and performance hybrid safety vehicles for aviation and structure fire, as well as electric idle-reduction upfitting and fully electric PTO's, welders, compressors, and generator replacements. Commercial also offers both fully electric and CNG refuse vehicles, cementing its reputation as a leader in work-truck electrification and alternative-fuels.
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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>Commercial 70+ employees with a sales function in the organization are carefully and deliberately distributed geographically, and all salespeople have specific focus areas, expertise, and product lines and/or industries that they specialize in.</p> <p>With a sales force both this broad AND specialized, this allows us to ensure that for all geographic areas, we have "boots on the ground" as well as rapid access to the most knowledgeable subject-matter-experts when required. Commercial staff members often find themselves calling across the country for help from a colleague who is an expert in a specific industry or product category.</p> <p>Commercial has the strongest dealer network and distribution operation in the country. Nine main branches, and 13 total locations across the Commercial Group of Companies allow us to serve members in ways our competitors are simply unable to:</p> <ul style="list-style-type: none"> Commercial does not rely on OEMs and manufacturers to dropship or support/repair/service products. Commercial is a "one-stop-shop" for customers; we service what we sell. We have no need to misrepresent our locations or footprint by claiming that an OEM or supplier is a "service location." If we sold it to a member, we can and will repair and support that vehicle or equipment at our branch. Commercial goes to unmatched lengths in training, tooling, equipment, and investment to ensure that it can support the broad range of fleet upfitting equipment that we sell in-house. With nine main parts warehousing locations, we maintain an incredible parts stocking program. Multiple branches allow us to shift production between branches to keep large fleet projects on-track and respond quickly to procurement, labour, or supply chain constraints. A Canada-wide branch network allow us to optimize part shipping times- we often cross stock the same parts at multiple locations, and dispatch parts from the closest geographic location, as well as transfer parts to respond to acute repair needs. Delivery of customer vehicles is simplified, with most of our customers within reasonable driving distance from a branch. Trucks are rarely shuttled or flat-decked to their FOB due to the proximity of our branches to most customers. <p>Specifically to our service capabilities, the Commercial Group employs (at time of submission) 105 individuals who are involved in the service of work trucks. All main branches have a dedicated Service Manager who oversees a team of professional service writers, warranty administrators, and heavy-duty technicians, ensuring streamlined and efficient diagnosis and repair or maintenance of vehicles.</p> <p>There is deliberate, significant, and engineered overlap between sales and service functions at Commercial. Commercial sales staff and service staff are in constant contact, ensuring customers are kept abreast of what's happening with their vehicles. In most cases, a branches service team is collocated with the sales staff at the branch, ensuring that there is always information flowing directly between sales and service for the benefit of the member.</p> <p>Commercial does not, and will not, outsource aftersale support and service. A core tenant of Commercial's value proposition is that "We service what we sell" and we have built up our service capabilities in-branch to serve this mission, and the members.</p> <p>All our service centre locations are collocated with branch/sales locations:</p> <p>Delta, BC Surrey, BC Calgary, AB Edmonton, AB Regina, SK Winnipeg, MB Ayr, ON Woodstock, OC Quebec City, QC</p>
2	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>Commercial's engagement and marketing strategy, if successful, will be a comprehensive re-doubling of our thorough existing efforts to educate stakeholders about cooperative procurement benefits, and direct members towards utilising Canoe while providing top-tier service and best value pricing. In addition, we will ensure Canoe is aware of our significant efforts in promotion of the program, and we will continue our work with chassis dealers and suppliers to make the process seamless for purchasing members. Commercial will carry out this strategy in these key ways:</p> <ol style="list-style-type: none"> 1) Tradeshows and Conventions: The Commercial Group of Companies exhibit at over 30 trade shows and conventions across Canada each year. Our booths, tradeshow print materials, social media posts, video content, and in-person discussions consistently include prominent Canoe branding and we ensure staff members working these shows are educated and motivated to speak about Canoe with current and prospective members. Commercial commits significant resources to attendance at provincial municipality shows such as RMA, SARF, SUMA, CMAA, AMM, and more. 2) Website Content: Commercial's websites house dedicated cooperative purchasing pages to ensure current and prospective members are aware of our status as a contract holder, as well as program benefits. 3) Social Media: Commercial ensures that we tag, mention, and discuss Canoe where possible and appropriate. Social Media posts surrounding trade show and expo participation include mentions and tags of Canoe profiles and accounts where applicable. 4) Communications: Major fleet purchases, and all press/media releases issued by Commercial, or for purchases that other suppliers for which we are dealers (such as Pierce, MAXIMETAL, Oshkosh Airport Products etc) will include mention of procurement through Canoe when sales were completed under the respective contracts.
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?	Canoe and Commercial have established and demonstrated an excellent collaborative and mutually beneficial working relationship. We would like to see a continuation and expansion of Canoe's efforts promote the product and service offering of Commercial, while Commercial continues its efforts to direct municipal procurement towards cooperative purchasing through Canoe. Commercial also intends to redouble its efforts to ensure sales and support staff have the requisite knowledge to guide purchases through Canoe when interfacing with customers.
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>Having twice previously been awarded a contract, our understanding of the needs of the membership and Canoe is strong. Our regular sales meetings include review of opportunities and successes in each geographical territory, with strategies developed and actioned to further our reach with Canoe's membership.</p> <p>Any new salespeople or involved staff within Commercial undergo in-depth training on the contract offering, benefits, and sales approach in relationship to Canoe's membership.</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.	Commercial's Ownership and Senior Leadership meets on a monthly basis, with a standing agenda item for Canoe during this meeting. It is our intent, if awarded, to continue this and provide internal metrics to measure our activity. <p>We believe that solid communication between leadership of both Canoe and Commercial staff will provide actionable data on areas of success, as well as areas that require more resources or strategy modification.</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?	All capital sales which are completed through Canoe are logged in our financial management and enterprise resource management software. Percentage of sales completed through Canoe is the main KPI which we will continue to monitor and assess against past performance periods and contracts. Commercial has seen exceptional growth of procurement through Canoe as a percentage of total sales.
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>Commercial attends, sponsors, and exhibits at more member engagement events than any other current contract holder or non-contract-holding fleet upfitter in the country. Commercial also represents the interests of other contract holders (for which Commercial is a dealer) at most of these events. Our attendance at these events often includes higher-tier sponsorship levels, and Commercial usually has one of the largest booths/presences at these shows. Commercial hosts, attends, and sponsors numerous golf tournaments across the country, engaging with members and other stakeholders consistently.</p> <p>In 2024 alone, Commercial attended, hosted, or sponsored over 20 golf tournaments across the country. Commercial is intending to attend reverse tradeshows in 2025 and beyond, with plans to engage with members at OPBA, while monitoring the procurement landscape for opportunities in Western Canada. Commercial regularly hosts training, branch events, and open houses in which members are invited to learn, see facilities, meet staff, and discuss procurement strategies.</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>Commercial is one of the most active companies in the entire industry for engagement, training, participation, and promotion:</p> <p>A selected list of some of the organizations and trade associations we participate in, or are members of:</p> <ul style="list-style-type: none"> Transport Canada Motor Vehicle Safety Standard certified with the National Safety Mark, indicating all manufactured or upfitted vehicles meet Canada's stringent safety requirements. We are Canadian Welding Bureau (CWB) certified to CSA W47.1 In BC we are an ICBC approved repair centre A registered recycling processor with Alberta Recycling Management Authority A member of ARA – Automotive Retailers Association A member of CUFC – Canadian Utility Fleet Council A member of Electrical Contractors Association of BC A member of Line Contractors Association A member of B.C. Road Builders & Heavy Construction Association A member of BCLNA - BC Landscape & Nursery Association A member of CAFS - Canadian Association of Fleet Supervisors A member of Landscape Ontario Horticultural Trades Association A member of the Canadian Waste Management Association A member of the Ontario Waste Management Association A member of the Canadian Association of Fire Chiefs A member of the British Columbia Association of Fire Chiefs A Five-Stripe member of the Alberta Fire Chiefs Association A member of Saskatchewan Association of Fire Chiefs A member of Manitoba Association of Fire Chiefs A member of the Ontario Association of Fire Chiefs <p>We have employees who are members of the following professional associations</p> <ul style="list-style-type: none"> EGBC – Engineers and Geoscientists British Columbia APEGA – Association of Professional Engineers Alberta APEGS – Association of Professional Engineers Saskatchewan

Supply chain reliability and details

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	Commercial has more capacity than any other truck upfitter and work-truck manufacturer in the country, with more than 350 staff across the Commercial Group of Companies, and 270,000 sq. ft. of production and service space in 9 main branches and 13 total locations. Commercial plans procurement and production slots years out to ensure we have suitable inventory levels on equipment and the necessary parts to complete upfits. Commercial currently has 150+ work-ready vehicle configurations that have completed engineering and have a set Build of Materials to serve all kinds of applications. These ready-to-go configurations allow us to be extremely nimble in responding to member needs. Commercial utilizes a modern ERP with integrated inventory management to track and manage the 300K+ SKU's for individual parts we currently have in our parts warehousing network.
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	A chief concern for many municipalities engaging in capital equipment procurement in the current manufacturing and economic climate is uncertainty. The global COVID-19 pandemic and resulting supply chain disruptions, followed by a persistent inflationary environment during recovery have placed huge strain on municipalities. Commercial and its supporting vendors are committed to the highest levels of integrity through an honest, accurate, and transparent estimation of manufacturing timelines and cost. Since before the beginning of the pandemic, Commercial has never re-priced the core cost of a vehicle above the accepted customer quote. Commercial believes strongly in partnering with their customers as equal allies in helping them procure trucks, not selling them apparatus. Commercial has gone to great lengths, in many cases with significant financial consequences, to ensure that customers paid what they were quoted. Lead times and inflationary pricing for work truck components and chassis have now largely stabilized. Due to a multi-faceted approach from Commercial, demand at more traditional levels, and vendors shoring up their own supply chains, we anticipate that quoted lead times should be very accurate. This has not stopped Commercial from continuous improvement in the supply chain resilience. We have made significant changes in material planning and stocking strategies to mitigate disruptions in the supply chain including optimizing order flows, expanding stocking programs, and highlighting opportunities for alternate-sourcing. The supply chain within the work-truck industry has seen incredible disruption over the last four years, but what has remained constant is our unwavering commitment to integrity, honesty, and transparency surrounding our communication and customer relationships. Issues and delays outside the control of the chassis dealer and manufacturer will always be possible, but we believe that how we communicate with our customers makes the difference. We keep our customers well-informed whether the news is favorable or not.
3	Explain your shipping and delivery details, timelines including any exceptions.	Each Commercial location prioritizes its ability to get goods to our customers as soon as reasonably possible. At every location we have a full-service shipping department with multiple staff, and we carry longstanding relationships with multiple major carriers, as well as smaller, regional couriers and hotshots to ensure that the goods get to where they need to go quickly. Through decades of experience and vendor evaluation, we have built a resilient, reliable, and efficient shipping and delivery network by partnership with the best vendors in the country.

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.	Commercial has multiple Warranty Program Administrators employed in a full-time capacity to attend to warranty claims, and manage their resolution from first point-of-contact to issue resolution and the financial resolution of a claim. Warranty claims are made by contacting the nearest branch of Commercial and presenting the vehicle for service. Commercial performs the required work on the vehicle and charges the warranty provider. If a piece of equipment is remote and unable to be transported back to a physical location we evaluate and mitigate these situations on a case-by-case basis.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	Branch and Service Management are empowered to find and authorize alternate arrangements for customers where appropriate. We stand behind our products and workmanship and strive to find solutions for all our customers. Our long history of 20 and 30+ year relationships with some members clearly demonstrate our ability to problem-solve effectively for our customers.
3	Describe in detail 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.	Customer service is paramount to Commercial's offering. We understand that aftersales support is integral in the relationship between us and our customers. We provide support for the entire life cycle of a vehicle. Given the structure of our branches, our customer service program is deliberately decentralized, and branches are empowered to design and maintain a bespoke customer service program that carefully addresses the needs of their customers and market (which can and do vary widely across the country). For example, our Edmonton branch maintains an after-hour parts service, with part stock checks and after-hours hotshotting available to support the 24/7 nature of resource extraction in the area. While each branch serves its market from a customer service perspective individually, as a company we maintain group-wide policies for response times and service standards.

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.	Given the nature of our business, and the fact that we are an existing Canoe contract holder and approved supplier, we have established working relationships with much of the membership. In the case where we have engaged a new member to our products or services, we have a streamlined process in place to set up a charge account. The member would be onboarded to our system and would have direct access to all of our goods and services.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	Given the complexity of our offering we would suggest to the membership to get in touch with our team. This allows us to provide the best quality usage of the tools we have to ensure that the solution provided to the member is suitable for their needs. We have information on the products and services that we provide on our website as well. www.commercial.ca
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.	Our products are not available through an e-procurement ordering process, due to the high complexity of truck mounted equipment. All products are designed by the customer, salesperson, and our engineering team using our internal configuration systems. We do have an ecommerce site that we provide replacement parts. (https://comtruckparts.ca) ComTruckParts provides a self-serve option for our customers, allowing them to purchase parts from a company they trust while experiencing the convenience of shopping online.
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?	The beginning of that conversation would be ensuring that the potential customer understands how a synergy between Canoe and us as a vendor provides value to their organization. They would be provided with an understanding of how utilizing this program will provide them access to significant purchasing power and preferred rates all whilst staying trade-compliant. We would engage Canoe's Client Relations Manager in the specific territory to ensure that the potential member understands the program from that perspective. Once the onboarding into Canoe's membership has occurred we can walk the member through the process from a contracted vendor.

Reporting

Question	Response
Please specifically describe one 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.	Given our experience over the last four years as a contract holder we have experience with this. We have educated our Sales teams and also our Product Managers about our offering and ensure that we are compliant within that offering. Sales Managers (in our case this is a function of our Branch Managers) review each quote to ensure that pricing is in line with our preferential pricing structure. We have a reporting tool within our business system that flags any potential Canoe deal. The purchase is tracked through the production process and once invoiced to the customer it provides a "flag" to our accounting department.
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	We will agree to provide the detailed monthly sales report as laid out in "Draft Form of Agreement"
Provide the name and contact information of the person who will be responsible for reporting if awarded an agreement.	Aileen Ross will be the accounting contact for Commercial Truck email a.ross@comtruck.ca ph 604-888-0513
Do you allow public entities to order from multiple contracts and GPOs?	Yes in certain scenarios
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?	Given our experience with Canoe Procurement, we are well versed in its offering. There are situations where a member's best solution is to utilize an existing contract through Sourcewell. There are also situations whereby a member's best solution is through an uplift contract option. In either of these scenarios we have procedures in place to accommodate and log purchases. These procedures are managed at a managerial level with oversight from finance to ensure compliance and transparency.

Value added goods and services

Question	Response *
Describe any other vehicle categories you offer not currently specified in the RFP.	We are able to provide the following that we believe is missing from the original Fleet Vehicle Categories Hooklift/multi use trucks Customized Snow and Ice trucks(all classes of trucks) Non-insulated bucket/sign trucks Tire service trucks Water delivery trucks Towing and Recovery trucks Road to Rail trucks Fuel delivery trucks Truck mounted sweepers Winch trucks Bin handler trucks Customized Road Maintenance Vehicles Electrification of ancillary equipment
Describe any value added goods you offer.	Over the last 75+ years we have established valuable relationships with manufacturers and vendors that allow us to get the right components to complete a wide range of upfits. Over that time we have created a library of vendors and a certain level of purchasing power that allows us to pass on savings and value to our customers.
Describe any value added services you offer.	Our centralized engineering group consists of Professional Engineers and experienced designers who ensure our vehicles are safe and perform according to specifications and requirements. Our in-house engineers allow us to provide pre-sales support to ensure what is quoted will meet the customer's needs and operating environment, conveniently and promptly. Our technical packages, including weight distribution, payload, stability, electrical, hydraulic, and vehicle arrangement drawings, are developed by our engineering group and kept on file for reference in future. They review and rate structural equipment, tie downs, and fittings, and ensure compliance to the Federal Canadian Motor Vehicle Safety Standards, Provincial Commercial Transport Regulations, CSA, WCB, and safety standards. The engineering group also provides after sales technical support in conjunction with our service centers across Canada to greatly reduce down time.
Describe any other preferential rates or pricing structure included as part of your offering.	Not unlike Canoe's GPO strategy, Commercial utilized its purchasing power to ensure we are getting the best value when procuring goods and equipment. As a result of that we are able to pass on some of those savings to the membership.
Describe your pricing model when leveraging your dealer network (if applicable).	N/A

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 type="radio"/> Yes <input checked="" type="radio"/> No
Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No
Newfoundland and Labrador	<input type="radio"/> Yes <input checked="" type="radio"/> No
Northwest Territories	<input type="radio"/> Yes <input checked="" type="radio"/> No
Nova-Scotia	<input type="radio"/> Yes <input checked="" 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 type="radio"/> Yes <input checked="" 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
see attached Form A Price - Work Ready and Fleet Upfitting				

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

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

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.	We venture to provide the membership with the best possible price whether we are offering a single up-fit or multiple. We believe the in providing exceptional value regardless of the size of the potential sale.
2	Explain your delivery or courier model.	Each geographical location carries with it relationships with both couriers and drive-away services. Based on our experience in our business we are well versed is supporting large geographical areas. With that we have a wide range of options for ensuring we are able to get our customers the right equipment and replacement parts in the shortest time frame possible.
3	Explain your delivery costs if any, as well as any related geographical restrictions.	Delivery costs will depend on the circumstances of a purchase. We have pre-established relationships with multiple "drive away" companies. If a member requires us to accommodate delivery of a unit after an upfit we can utilize these relationships and ensure best price available is offered. Given our ability to service the geographical scope, there will be very little restrictions. Currently we do not have physical locations East of Quebec but our company is looking for opportunities to further extend our reach.
4	What is your payment term? Do you offer incentives for early payments?	Commercial's payment terms are payment on delivery. We have pre-established charge accounts for a number of Canoe's membership and in those cases if the up-fit price fits within their credit limit we can provide Net 30 terms. We do not offer early payment incentives. We strive to incorporate the best price and value at the point of sale.
5	Outline how prices may be subject to change over the term of the agreement.	Commercial's offering, outside of the work readies, are priced based off of an installed cost. With that in mind, the cost of equipment and supplementary parts will potentially increase over the course of the contract. Our pricing structure is one that caps the margin that we put onto a installed cost. This ensures that the value or savings provided to a member are still relevant for the life of the contract.

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](#) - Commercial Truck Equipment warranty document.pdf - Monday November 25, 2024 14:09:08
- [Information on goods offered - optional](#) - Line card.pdf - Friday November 15, 2024 15:54:24
- [Hot item list and prices - optional](#) - Form A Price - Work Ready and Fleet Upfitting.xlsx - Tuesday November 26, 2024 09:33:19
- [Additional Document](#) - Cover Letter Canoe RFP.pdf - Monday November 25, 2024 14:09:42

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

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

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

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

1.5 Confidential Information

1.5.1 Confidential Information of Canoe

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

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

1.5.2 Confidential Information of Proponent

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

1.6 Procurement Process Non-Binding

1.6.1 No Contract A and No Claims

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

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

1.6.2 No Contract until Execution of Written Agreement

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

1.6.3 Non-Binding Price Estimates

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

1.6.4 Cancellation

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

1.6.5 Competition Act

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

1.7 Rights of Canoe Procurement Group of Canada – General

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

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

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

1.7.1 No Prohibited Conduct

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

1.7.2 Disclosure of Information

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

1.8 Governing Law and Interpretation

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

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

End of PART D



I have the authority to bind the Proponent.

- Brennan Kapler, Branch Manager - Edmonton, Commercial Truck Equipment(Commercial Group)

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
Addendum 01 Thu November 14 2024 11:37 AM	<input checked="" type="checkbox"/>	3

CANADA'S
EXPERT SUPPLIER
OF TRUCK
EQUIPMENT.



SERVICE BODIES & DECKS

Mechanics & Lube Trucks
Tire Service
Flat Decks
Custom Bodies
Parts & Accessories



HOOKLIFTS, LIFT GATES & TRUCK MOUNTED FORKLIFTS

Hooklifts
Cable Hoists
Container Carriers and Targo
Lift Gates
Truck/Trailer Mount Fork Lifts
Parts & Accessories



ROAD-TO-RAIL/HI-RAIL

Road-To-Rail Custom Builds
Hi-Rail Reproduction
Track Testing
Railroad Service & Inspections
Rail Crane, Grapple, and Dump Trucks
Signal Maintenance Vehicles
Track Inspection Vehicles
Track Maintenance Vehicles
Heavy Equipment Railroad



TOWING AND RECOVERY

Winches
Carriers & Flat Decks
Heavy Recovery & Rotators
Side Pullers
Safety Gear
Hoisting
Lighting
Parts & Accessories



FLEET UPFITTING PROGRAM CONTRACT:
RPA-2020-002-CTE

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Dump & Industrial Hydraulic Cylinders



CONTROLS

Push/Pull Throttle & Brake Cables
Air Cylinders & Valves
Custom On-Switch Panels
All Applications



LIGHTING

Markers & Indicators
Scene Lighting
Emergency & Warning Lighting
Directional & Traffic Advisory
Strikes & Beacons
Compartment, Task, & Accessory Lighting



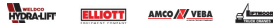
PRODUCT PUMPS, OIL COOLERS, COMPRESSORS AND TRUCK BLOWERS

Mechanical & Hydraulic Drive Product Pumps
Hydraulic Coolers
Automotive Compressors



CRANES

Truck Mounted
Stationary
Industrial
Marine
Service



SNOW & ICE

Snow Plovers
Sand, Salt, and Gravel Spreaders
Snow Removal Brooms
Control Systems
Blow Systems



GRAVEL BOXES

Gravel Boxes
Paps
Quail and End Dump Trailers
Cylinders
Parts & Accessories



TRAILERS

Parts & Accessories



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THE EQUIPMENT THAT
HELPS KEEP THE LIGHTS
ON, ROADS CLEAR, AND
THE PUBLIC SAFE.

EXPERT TRUCK SOLUTIONS,
FOR EVERY VOCATION
AND INDUSTRY.



UTILITY EQUIPMENT

Digger Derricks
Aerial Man Lifts
Baskets & Ladder Trucks
Support and Conductor Lifter Cranes
Splicing and Support Trailers
Reel Poles and Pole Trailer
Electric PTO Retrofits
Preowned Equipment
Rentals



UTILITY SUPPORT GEAR

In-House Dielectric Testing
Lineman Gear & Gloves
Tools
Augers
Pole Grapples
Conductor Lifters
Stringing Blocks
Utility Rope
Plan Buckets



EMERGENCY EQUIPMENT

Pumpers
Tankers
Rescuers
Aerials
Aircraft Rescue and Firefighting (ARFF)
Wildland and WUI
Rehab & Support Vehicles
Parts & Accessories



REFUSE & RECYCLING EQUIPMENT

Front Loaders
Side Loaders
Rear Loaders
Fully-Electric Collection Vehicles
Hooklifts and Tarp Systems
Container Carriers





Commercial Truck Equipment Corp. ("Commercial") warrants that all equipment manufactured by Commercial is free of defects in material and workmanship for a period of 12 months from the date of delivery.

CONDITIONS OF WARRANTY

- 1) This warranty is void as a result of abuse, neglect, accident, improper application or unauthorized repairs or alterations.
- 2) Commercial's respective manufactures will warrant parts, components, and accessories supplied by but not manufactured by Commercial.
- 3) Commercial's obligation shall be limited to repairing or replacing any defective part, at their option. Commercial reserves the right to make changes in design, materials and specifications without incurring any liability or obligation with respect to products previously manufactured.
- 4) This warranty does not cover loss of time, inconvenience, loss of use or other incidental consequential damages of any nature.
- 5) All warranty work MUST be pre-authorized by Commercial's Warranty Administrator and receive a warranty authorization number prior to proceeding with any warranty repair.
- 6) Commercial assumes no responsibility for the costs of any repairs which are performed or the costs of any replacement parts which are purchased prior to the warranty claim being authorized by the Commercial Warranty Administrator.
- 7) Warranty repairs will only be performed at Commercial's locations unless specific exceptions have been authorized by the Commercial Warranty Administrator.
- 8) All freight and transportation costs to and from the Commercial servicing location are not covered by warranty.
- 9) All parts related to warranty must be tagged with the warranty claim # and returned at the discretion of Commercial. Requested warranty parts not returned after 30 days will be invoiced. All freight of parts to and from Commercial is not covered by warranty.
- 10) Hydraulic oil and other fluids are not covered by warranty.
- 11) Travel time is not covered by warranty.
- 12) This written document constitutes the entire extent of Commercial's warranty and may not be amended in whole or in part by any Commercial employee or agent.

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



CANOE SUPPLIER ADMIN FEE TEMPLATE
Monthly Submission of Data Required

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

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
AMH5002	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	202403jj	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
TOTALS											2,112.82	0.20	20.80	2,133.82	143.47	106.69	2,383.98	2,112.82	5.00%	105.64