

PART E – DRAFT FORM OF AGREEMENT

PROGRAM AGREEMENT

THIS AGREEMENT is between **CANOE PROCUREMENT GROUP OF CANADA**, a tradename of the Rural Municipalities of Alberta, a corporation incorporated pursuant to the laws of Alberta ("**CANOE**") and:

Supplier Legal Name: Expertec Van Systems Inc.

Supplier Corporate Jurisdiction: 4528 55 Ave NW, Edmonton, AB, T6B 3S2
(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 Pricing shall be fixed at or below the Pricing listed in Schedule B1 for the entire term of this Agreement including the extension period if exercised.

3.2 Administrative Fees

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

3.3 Supplier Expenses

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

3.4 Billings and Payment

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

3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15th) of each month 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 Pricing or Products, the Supplier must provide Canoe with at least thirty (30) days prior written notice to request any increase or decrease in prices using the Change Request Form. To ensure timely consideration of the request, the Supplier must comply with the instructions set out in the Change Request Form.
- (b) Canoe shall consider all duly completed Change Request Forms and shall notify the Supplier of whether the Program Pricing, products or other change is acceptable or not within twenty (20) days of receipt of the Change Request Form. Canoe shall not unreasonably withhold its approval to any requested change – provided that Canoe may refuse any change in Program Pricing prior to the first anniversary of the Effective Date for any reason or without giving any reason.

8.2 Reduction in Scope

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

8.3 Termination by Either Party

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

8.4 Termination by Canoe

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

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

8.5 Termination by the Supplier

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

8.6 Orderly Termination

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

8.7 No Limitation of Remedies

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

8.8 Survival

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

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

ARTICLE 9 FORCE MAJEURE

9.1 General

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

9.2 Notice and Performance

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

9.3 Right to Terminate

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

ARTICLE 10 DISPUTE RESOLUTION

10.1 General

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

be resolved between the organizations, the parties agree to resolve the dispute through arbitration.

(b) This Article 10 shall not:

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

10.2 Election

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

10.3 Arbitration Site and Arbitrator

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

10.4 Procedure

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

ARTICLE 11 GENERAL

11.1 Notices

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

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

- (b) sent by registered mail to the applicable address set forth below; or
- (c) sent by any electronic means of sending messages which produces a paper record (an "**Electronic Transmission**") on a Business Day charges prepaid.

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

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

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

11.2 Contact Information for Notices

Any Notice to Canoe shall be addressed to:

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

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

Any Notice to the Supplier shall be addressed to:

Expertec Van Systems Inc.
4528 55 Ave NW,
Edmonton, AB, T6B 3S2

Attention: Michael Chang, Business Development Manager
Tel: 587-441-9052
Email: michael@expertec.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: _____
 Name: Tyler Hanneman
 Title: General Manager, Canoe Procurement Group

Supplier Legal Name: Expertec Van Systems Inc.

By: _____
 Name: Michael Chang
 Title: Business Development Manager

SCHEDULE "A"

RFP PARTICULARS

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

SOLUTIONS-BASED SOLICITATION

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

The scope of this RFP is Fleet Upfitting and Related Accessories. Proponents may include related goods and services to the extent that these solutions are complementary to the commodity being proposed.

1. Requested goods and services

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

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

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

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

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

FLEET VEHICLES CATEGORIES

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: Expertec Van Systems Inc.

Does your company conduct business under any other name? If yes, please state: Expertec

Address: 4528 55 AVE NW
Edmonton, AB T6B3S2

Contact: Michael Chang

Email: michael@expertec.ca

Phone: 587-441-9052

HST#: 839979275 RT0001

Submission Details

Created On: Tuesday October 29, 2024 09:20:32

Submitted On: Tuesday November 26, 2024 10:48:12

Submitted By: Michael Chang

Email: michael@expertec.ca

Transaction #: fab3f33d-c85c-4070-a310-74b54da9d11d

Submitter's IP Address: 209.89.38.52

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):	Expertec Van Systems Inc.
2	Proponent Address:	4528 55 Ave NW, Edmonton, AB, T6B 3S2
3	Proponent website address:	https://expertec.ca
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Michael Chang, Business Development Manager, michael@expertec.ca, (587) 441-9052
5	Proponent's primary contact for this proposal (name title address email address & phone):	Michael Chang, Business Development Manager, michael@expertec.ca, (587) 441-9052
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Rod Ridewood, Director of Sales & Marketing, rod@expertec.ca, (587) 405-3961
7	Proponent GST registration number:	839979275 RT0001
8	If the Proponent is representing a consortium, each member of that consortium.	N/A
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	<p>For over 20 years, Expertec has been the industry's trusted advisors in engineering and building tailored solutions for commercial fleets. With 4 locations spanning across North America (Edmonton, Calgary, Abbotsford and Greater Phoenix), we have built deepened organizational relationships amongst various industries including municipalities, law enforcement, emergency response, agriculture, oil & gas, trades, construction, and infrastructure & utilities. The selective reputable brands of quality products we offer succeed industry standards to deliver long-lasting durability without compromising performance.</p> <p>Our core values include:</p> <ol style="list-style-type: none">1. Growth Minded; moving forward together, with innovation and enthusiasm2. We Work Together; to exceed expectations3. Driven By Passion; to help our customers succeed4. Culture Of Excellence; by upholding the highest level of integrity and professionalism5. Caring For Each Other; by nurturing a positive work environment <p>Our business philosophy (and purpose) is: "To drive efficiencies in the fleet environment through the innovative solutions we deliver"</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	N/A

Bill S-211 declaration

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

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

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>	<div><input type="radio"/> Yes</div> <div><input checked="" type="radio"/> No</div>

Geographical coverage for offering

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

Line Item	Province/Territory	Do you currently offer goods in this area? *	Is this area included in your offering for this RFP *	Comments
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Installation services available at our Edmonton and Calgary facility, product supply-only ship outs available (as required)
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Installation services available at our Abbotsford facility, product supply-only ship outs available (as required)
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
11	Québec	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
12	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product supply-only ship outs available (as required), can coordinate with vendors to support with installation

Experience and expertise

Line Item	Question	Response *
1	Provide a high level description of your offering.	We supply and install commercial grade equipment and products for light duty trucks/chassis (Class 5 and under), commercial cargo vans, and cargo trailers. Our primary product offerings include an extensive line of truck service bodies (fiberglass & aluminum) and van equipment. We also install general commercial vehicle products including canopies, flat decks/beds, dump bodies, liftgates, snow plows, spreaders and many more. In addition, we distribute and install commercial accessories including shelves, drawers, partitions, lighting, safety equipment, compressors, heaters, cranes, and many more.
2	What is your Canadian public sector market share for the solutions you are proposing?	Although the percentage of our market share is unknown, we have reported approximately \$6 million dollars of revenue with public sectors of western Canada in 2023.
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	<p>1. As trusted advisors, we engage and serve our customers and accounts by delivering the upmost level of professionalism, constructing transparent estimates and invoices, following up with customers in a prompt and timely manner, and ethically conducting our business practices without interfering or tarnishing other organizations. We commit to delivering a consistent level of service, tailored solutions, and nation wide aftersales support/warranty across all three of our Canadian locations (Edmonton, Calgary & Abbotsford) and service partners.</p> <p>2. We have a dedicated team of in-house CAD engineers that design upfits relevant with OEM specifications and product compatibility to ensure our upfit installations comply with government, safety code, and traffic law standards. (Expertec Van Systems Inc. is designated with a National Safety Mark Code: U37 by the Canadian Department of Transport under the Motor Vehicle Safety Act). In addition, we have a team of SMEs that have published a repository database containing over 20 years of technical schematics, installation guides, troubleshooting notes, and bulletin notices that is proprietary and privately secured for internal use only.</p> <p>3. We are listed as a distributor and authorized service provider by reputable commercial grade vehicle equipment manufactures including: Milron Service Bodies, Fibrobec SpaceKap, CM Truck Beds, Rugby Dump bodies, Whelen lighting, Ranger Design, Legend Liners, Tommy Gate liftgates and many more. In addition, we are designated by Mercedes Benz Vans Canada/US with the certification as an "eXpertUpfitter".</p>
4	Describe the depth and breadth of your experience with municipal markets.	<p>Since 2005, Expertec has had extensive experience working with municipal markets across western Canada, establishing long-standing relationships with various municipalities and regional authorities. We have continuously conducted business with numerous cities, including Vancouver and the greater metropolitan area, major cities on Vancouver Island, the City of Yukon, Edmonton, and Calgary.</p> <p>Additionally, we have a strong history of collaboration with RMA (Rural Municipalities of Alberta) partners such as the Regional Municipality of Wood Buffalo, MD No. 17, Rocky View County, Strathcona County, and numerous others.</p> <p>Our team is deeply familiar with the unique requirements of various municipal departments and user groups. This expertise allows us to develop tailored solutions that address specific operational needs, whether for public works, transportation, emergency services, wild life, or other municipal functions. With a proven track record of delivering high-quality, tailored solutions and equipment, we continue to support municipalities in achieving efficiency, safety, and reliability in their operations. Our commitments have resulted to long term retentions and repeat business with the municipalities we have served.</p>
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	<p>In 2020, we were awarded a contract under the RMA "Fleet Upfitting and Aftermarket Accessories" program, enabling us to serve as an approved supplier for RMA members. Through this program, we have consistently delivered tailored upfitting solutions designed to meet the unique needs of various fleets while ensuring cost efficiency and quality.</p> <p>Most recently, in July 2024, we were awarded with the status as an approved supplier under the City of Nanaimo's RFPQ "3697-Upfitting for Municipal Vehicles." Our qualification was achieved by presenting a portfolio of historical upfit projects and providing relevant references from surrounding municipalities, demonstrating our proven track record in the municipal market.</p>
6	Describe your knowledge of Canadian regulatory environment and standards related to fleet upfitting services.	<p>At Expertec, we maintain a comprehensive understanding of the Canadian regulatory environment and standards related to fleet upfitting services, ensuring compliance and sustainability across all our operations.</p> <p>We strictly adhere to OEM specifications and take all necessary precautions to avoid any modifications to vehicle emissions systems. This commitment ensures that our upfits do not compromise environmental standards or vehicle warranty requirements.</p> <p>Furthermore, our technicians and engineers are proactively trained to work with emerging EV platforms, enabling us to develop innovative upfitting solutions that align with the growing demand for electric and hybrid vehicles. We remain committed to staying ahead of industry trends while ensuring compliance with evolving regulations.</p> <p>In addition, we prioritize environmental stewardship by ensuring hazardous materials and scrap resources are handled and disposed of in compliance with applicable regulations. To achieve this, we partner with certified vendors to manage waste responsibly.</p> <p>Finally, by embracing new product lines such as Vanair's "EPEQ - Electrified Power Equipment," we support sustainable solutions that reduce reliance on combustible fuels. These innovations align with Canada's environmental goals and provide our customers with clean, efficient alternatives.</p>
7	Explain how your company ensures the upfitted vehicles meet necessary safety and compliance requirements of public clients.	<p>At Expertec, we prioritize safety and compliance in every upfitting project to meet the stringent requirements of our public clients.</p> <p>Firstly, we derive tailored solutions and take the necessary precautions to conduct thorough inquiries into the intended application and operational needs of each upfit. This ensures we recommend and install the correct products and equipment to meet job-specific requirements while adhering to GVWR (Gross Vehicle Weight Rating) standards for CMVs.</p> <p>Secondly, as a final-stage manufacturer (National Safety Mark Code: U37), we strictly comply with Motor Vehicle Safety Regulations. This includes accurately finalizing and disclosing the completed GVWR rating when finishing an incomplete VIN unit. When necessary, we also provide expert recommendations on vehicle chassis options best suited to meet the specific needs of the job.</p> <p>Thirdly, to further ensure compliance and operational safety, we distribute and install a wide range of safety equipment. This includes visibility enhancements (e.g. lighting, reflective equipment and high visibility painted grab handles, steps & sills with enhanced grip surfacing), warning systems (e.g. backup alarms and sensors), and other safety features (e.g. OEM backup camera integration) that align with regulatory standards and optimize the vehicle's functionality for public use.</p> <p>Finally, to further demonstrate our commitment in maintaining safety standards for public clients, Expertec is a "COR" (Certificate of Recognition) approved organization which requires passing annual audits by external governing parties to ensure we uphold and sustain safe working practices for our employees.</p>
8	Describe your company's sales force.	<p>Expertec's sales force is structured to provide comprehensive coverage and support across regions and client types.</p> <p>1. Leadership: The team is led by Rod Ridewood, the Director of Sales and Marketing, who oversees national-level accounts and larger municipal clients. Rod brings strategic oversight and leadership to the sales force listed below.</p> <p>2. Business Development: Michael Chang, the Business Development Manager, focuses on prospecting and establishing relationships with new business accounts. In addition to these responsibilities, Michael handles bid and tender submissions, while also planning and attending tradeshows to showcase Expertec's offerings and expand its market presence. In addition, he has a team of Business Development Representatives that report to him and proactively seek to engage with new customers and represent Expertec to captivate new business.</p> <p>3. Client Relations Specialists: These specialists provide dedicated service to maintain strong client relationships and address regional needs effectively. They are responsible for delivering tailored solutions and expertise in developing their upfit needs.</p> <ul style="list-style-type: none"> -Brent Logan manages accounts in Southern Alberta. -Harrison Biggs manages accounts in Northern Alberta and national level accounts across. -Alistair Hollands manages accounts in British Columbia. <p>4. Sales Support: Anna Shim and Mike Dixon form the sales support team, expertly managing inbound leads and processing client inquiries to ensure seamless communication and timely responses.</p>
9	Describe your company's distribution network.	<p>As a distributor of various commercial vehicle equipment manufacturers, we maintain an extensive inventory at our primary warehouse in Edmonton. This allows us to promptly supply our Calgary and Abbotsford locations, ensuring quick regional fulfillment. Additionally, we support clients across Canada with supply-only products, leveraging our centralized inventory to maintain reliability and responsiveness.</p> <p>As authorized distributors, we also offer the option of drop-shipping products directly to clients anywhere in Canada. This capability further minimizes lead times and ensures our customers receive their products as quickly as possible, regardless of location.</p>

Program offering

Describe your plumbing supplies offering.

Question	Response *
Describe your fleet customization capabilities	<p>Our Client Relations Specialists engage directly with end-users and decision-makers to understand their operational requirements. This allows us to recommend tailored designs and products that align perfectly with the application and goals of the client.</p> <p>Using the information gathered, our engineering team creates detailed CAD designs that provide an accurate visual representation of the proposed upfit. These renderings allow clients to see how the final product will look and function, offering transparency and clarity in the design process.</p> <p>We then provide clients the opportunity to review and refine the designs before production begins, ensuring their needs and expectations are fully met. Additionally, our team is skilled in adapting designs to integrate preexisting equipment seamlessly, maximizing functionality and value.</p> <p>Expertec has the ability to source, design and fabricate raw materials to create custom components and parts. This ensures the appropriate fitment and function of every piece, delivering maximum securement of accessories and equipment while meeting the unique requirements of each project. When necessary, we can also make appropriate modifications to OEM equipment and our general line of products to function and/or fit in order to meet the specification requirements of each customer.</p>
Describe your supply chain and logistics capabilities, including relationships with key suppliers, ability to source materials, chassis and equipment efficiently.	<p>As an authorized distributor for various commercial vehicle equipment manufacturers, we source products directly from our manufactures. This enables us to offer a wide range of high-quality products to our customers at competitive prices. Our primary warehouse in Edmonton is stocked with a diverse inventory to minimize lead times. We efficiently deliver inventory to our Calgary and Abbotsford locations, ensuring quick fulfillment. This system provides flexibility and responsiveness to meet the varying needs of our clients.</p> <p>While we do not carry vehicle chassis pool stock, we are a trusted and preferred vendor for vehicle dealerships and fleet management companies within our respective regions. Dealers rely on us to manage fleet upfitting needs efficiently, including secure vehicle storage in our compound and streamlined upfitting processes to reduce downtime.</p>
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles for the region(s) included in your proposal.	<p>Our dedicated scheduling team works closely with customers to coordinate vehicle arrivals and pickups. This ensures that jobs are scheduled seamlessly, avoiding any operational downtime for our clients. For customers within a reasonable distance, our insured team provides vehicle pickup and drop-off services, adding a layer of convenience and ensuring vehicles are handled with care throughout the process. Upon job completion, we ensure vehicles are delivered promptly to meet customer timelines and minimize disruptions.</p> <p>For customers located outside our immediate service range, we partner with trusted freight couriers to transport vehicles safely and efficiently, maintaining our commitment to quality and timeliness.</p>
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles using a relationship with dealer network (if applicable).	<p>As an authorized distributor of numerous commercial grade products and equipment, we have the ability to order and store inventory in our warehouse to minimize lead times and provide a variety of tailored options. In addition, if a buyer request a supply only order, we can request our dealers to directly drop ship to the buyer.</p> <p>In addition, dealerships and fleet management companies trust Expertec to accept deliveries of vehicles and securely store them in our well-protected compounds. This ensures vehicles remain safe and in optimal condition throughout the upfitting process. Expertec is an authorized drop ship location for OEMs, allowing units to be delivered directly to any of our three locations—Edmonton, Calgary, or Abbotsford. This reduces transit times and streamlines the process for all stakeholders. Once an upfit is completed, our scheduling team promptly contacts the respective stakeholders to coordinate vehicle pickup, ensuring minimal delays and efficient handoffs.</p> <p>Our Client Relations Specialists will inquire with respective decision makers/end-users to develop an appropriate upfit design and will coordinate with dealers and FMCs to process invoices for leasing purposes (if necessary).</p>
Describe your after-sales service and support offerings, including maintenance, repairs, and technical assistance.	<p>Each upfit delivery includes the original operator's manuals for all installed products and equipment, giving clients clear guidance on usage and maintenance.</p> <p>Expertec warrants that all installations are free from defects in workmanship for 12 months from the installation date. We have a dedicated formalized warranty claim webpage to streamline the claims process, ensuring issues are resolved efficiently.</p> <p>Our team of advisors are available to provide technical support related to the installed products. Assistance can be requested via phone or email, offering clients the help they need quickly and conveniently. If necessary, on-site equipment procedure and operational tutorials can be requested.</p>
Describe your project management processes, including their ability to handle large-scale projects, manage timelines, and stay within budget.	<p>Our sales force team engages inquiries and collaborates closely with decision-makers and operators to fully understand the vehicle's intended function. This collaboration ensures that the upfit is tailored to meet the specific requirements of the task at hand.</p> <p>Once the project requirements are understood, the sales force works with our in-house design and estimation team. Together, they produce a detailed upfit design complimented with an estimate. The team also consults with our operations team to calculate accurate labor costs and project timelines.</p> <p>We set clear expectations regarding project scope, budget, and timelines. Once approved, we maintain focus on delivering the project according to the agreed parameters, ensuring on-time and on-budget delivery.</p>
Describe your communication and coordination capabilities with multiple stakeholders.	<p>To ensure we fully understand the specific needs of the customer, we prefer to arrange formal meetings at a location that aligns with the customer's operations. This allows us to have a firsthand view of how the vehicle will be used, ensuring the upfit is designed for maximum efficiency and functionality.</p> <p>We are adaptable in our communication methods, utilizing phone calls, emails, and virtual meetings to stay connected with all stakeholders. This flexibility ensures we can provide timely updates and address any concerns, regardless of location or preference.</p> <p>We are skilled in managing the coordination between vendors, suppliers, dealers, and customers. Our team works diligently to ensure a smooth process throughout the entire project, from sourcing materials to final delivery, guaranteeing a seamless and timely project execution.</p>
Summarize the innovation and use of the latest technologies in vehicle upfitting.	<p>Expertec is committed to integrating the latest technologies and innovative materials into our vehicle upfitting solutions to improve performance, safety, and sustainability.</p> <p>1. Lightweight Materials: We have expanded our catalog to include alternative materials, such as aluminum, synthetic and composite components including floors, liners, shelves, drawers partitions and many more. These materials help minimize payload weight, reducing vehicle wear and tear while enhancing fuel efficiency and overall vehicle lifespan.</p> <p>2. OEM ECU Integration: We integrate advanced OEM ECU (Electronic Control Unit) technology to enable seamless communication between the vehicle's systems and the upfitted equipment. For example, we can activate emergency sirens through the factory horn trigger, optimizing convenience and safety. In addition, we supply and install camera equipment that integrate with the OEM head unit to retain the reverse back up features without the need for additional equipment to be mounted on the dash and eliminate distractions.</p> <p>3. Battery-Powered Equipment: In our commitment to sustainability, we source battery-powered and/or electrically powered equipment to replace traditional combustible fuel-powered equipment. This reduces emissions and operating costs while offering a more environmentally friendly solution for our clients. Some examples include air compressors, heating apparatuses, and electric power generators.</p>
Explain how advanced technologies, such as telematics, GPS, and alternative fuel systems are incorporated into your service offering.	<p>We have established partnerships with leading telematics providers, including reputable brands like Geotab. While we are not an authorized distributor for telematics devices, our team is fully equipped to install these devices into all makes and models of trucks, chassis, and vans, ensuring seamless integration for real-time tracking, diagnostics, and fleet management.</p> <p>As for alternative fuel systems, we source electrically powered auxiliary equipment that operates without relying on combustible fuels. These systems, such as air compressors, heaters, hydraulic systems, and cranes, seamlessly integrate with either the vehicle's electric power source or a dedicated dry-cell system, offering a more environmentally friendly and cost-effective solution for our clients.</p>
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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>Our company has a sales force with the capacity and experience to engage and communicate with Canoe members in a timely and professional manner. We have the ability to intake inquiries and deliver the necessary response(s) in a timely fashion.</p> <p>With a diverse team across our three locations in Edmonton (AB), Calgary (AB) and Abbotsford (BC), each location has equal capacity to manage inquiries, plan and design projects, execute on the deliverables, and offer technical/after sales support including warranty repairs.</p> <p>Our technicians at all locations have the appropriate training and shared knowledge to install all of our product offerings without variation in quality or design. In addition, we have the capacity and distribution network to deliver our products as supply-only or packaged builds through general freight across all provinces and territories in Canada.</p> <p>If our products or upfits require after-sales support or warranty repairs, we have a national network of partners/vendors that we can coordinate with to seamlessly respond and mitigate any potential deficiencies that could arise or the means to transport the unit to one of our closest facility.</p>
2	<p>Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.</p>	<p>Our in-house Digital Marketing & E-commerce Strategist, Kurt Laschuk, and Business Development Manager, Michael Chang, lead our efforts in marketing and digital media.</p> <p>Our BDM will proactively outreach with Canoe members, setting aside time to meet directly with stakeholders to advocate for the benefits of working with Expertec under the program and promote the product offerings available. They will also be responsible for attending the Canoe social events including trade shows and conventions. Within the awarded timeline, an open house will be part of our agenda to invite buying members to our facilities and offer them in-depth information of Expertec's tailored solutions while emphasizing the benefits of utilizing the Canoe contract.</p> <p>Our Digital Marketing & E-commerce Strategist will publish informative articles and case studies highlighting the advantages of utilizing the Canoe program to purchase directly from Expertec as an approved supplier. These articles will act as educational tools to demonstrate the value Expertec brings to member organizations. We currently distribute monthly newsletters to our client base, which will feature program updates, success stories, and content relevant to Canoe members, ensuring consistent communication and engagement. In addition, as we are currently an active Canoe approved supplier, we have a dedicated webpage hosted on our website explaining the program benefits and advertising our approved supplier status.</p> <p>Furthermore, Expertec maintains a strong public following across multiple social media channels including LinkedIn, Facebook, YouTube, Instagram, X, TikTok, and Pinterest. We will use these channels to share updates, success stories, and engaging content that will emphasize the benefits of partnering with Expertec through the approved supplier program.</p> <p>Finally, we will heavily invest in high-quality print literature and marketing materials, which will further promote the program. These resources will be distributed at meetings and face to face engagements with buying members to ensure all stakeholders have access to clear and compelling information about our offerings through the Canoe procurement program.</p>
3	<p>Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?</p>	<p>As it stands, we appreciate the efforts of Canoe's Contract Managers and Client Relations Managers who currently advocate for Expertec and look forward to the continuation of their promotion of our tailored solutions through LinkedIn and other means of mass digital communication. We are willing to provide content that they can leverage and present to buying groups to help add value to their presentations and engagements to further promote the benefits of the Canoe procurement program. We would expect that Canoe stakeholders will encourage buying groups to visit our facilities so we can offer a guided tour and deeper insight of our tailored solutions. Finally, having frequent touch base meetings with Canoe will provide opportunities for us to share updates, recent projects, and feedback on the contract.</p>
4	<p>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>	<p>Our Business Development Manager and team of Client Relations Specialists will be responsible for maintaining frequent communication with Canoe buying groups to stimulate the utilization of the awarded contract. Performance KPIs, revenue reports, and CRM logs will be utilized to track the progress and efforts inputted to continuously promote the benefits of the Canoe contract.</p> <p>The Business Development team will have a KPI expectation to meet with decision makers of public sector and non for profit clients.</p> <p>In addition, there will be a quarterly cadence from the sales force team (including the Director, BDM & CRSs) to follow up with current active buyers and ensure that our offerings are satisfactory and seek additional opportunities to provide more tailored solutions through the Canoe contract.</p>
5	<p>Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.</p>	<p>Our ERP system, NetSuite, and CRM platform, Pipedrive, have built-in measurement tools that can populate revenue and engagement reports which will produce correlative reports to display results from our implementation efforts.</p> <p>We will measure growth of the contract utilization by evaluating our performance through a month-to-month, quarterly, and YoY reporting structure. With these reports, we will have the ability to diagram our historical trends and better understand how our efforts are contributing to the contract utilization and indicate where we can exert our efforts to further promote the use of the Canoe contract.</p>
6	<p>How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?</p>	<p>Each buyer (account) will be assessed on a monthly, quarterly and annual basis to compare their purchasing trends prior to and after their adoption of the Canoe contract. Within their respective accounts, we will be able to compile their invoices and generate revenue reports to reflect their level of usage of the contract within a desired timeframe. We can also categorically evaluate which brands and types of products the accounts are acquiring to further extrapolate data points and purchasing trends. By highlighting common/growing buying trends, we can further invest in delivering more product offerings relevant to those categories and continue to stimulate the utilization of the Canoe contract.</p>
7	<p>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>	<p>Expertec will reserve a budget solely dedicated for Canoe member engagement activities, trade shows, sponsorships opportunities and conventions as we have the desire and commitment in promoting our status as an approved supplier. We understand the importance and value of participating and engaging in these member events to drive awareness of our brand and encourage buying groups to exercise the Canoe contract.</p>
8	<p>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>	<p>Expertec has been a committed member of the National Truck Equipment Association (NTEA), which provides us with invaluable access to resources such as technical bulletins, best practices, employee training, economic market reports, and updates on new innovations in the commercial vehicle industry. Through NTEA, we have built a robust network with leading manufacturers and industry professionals, ensuring we remain at the forefront of technological advancements and trends. This allows us to bring the latest solutions to our clients and promote programs like Canoe with authority and credibility.</p> <p>Furthermore, Expertec holds the prestigious designation of "eXpertUplifter," a certification, given by Mercedes-Benz USA LLC, that underscores our commitment to quality and excellence in upfitting. This recognition is the result of a rigorous application process that required us to demonstrate our workmanship, submit a comprehensive portfolio of our projects, and showcase our adherence to high industry standards.</p>

Supply chain reliability and details

Line Item	Question	Response *
1	<p>Describe your capacities and inventory management strategies.</p>	<p>Our 25,000+ sq ft Edmonton warehouse and outdoor compound contains an abundance of our primary product offerings, accessories, and commonly sold equipment relative to our market demand.</p> <p>We have a Procurement Manager and a team of purchasers that proactively fulfill and manage our inventory levels by utilizing our ERP system, NetSuite.</p>
2	<p>Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.</p>	<p>For commonly sold product categories, such as service bodies, flat decks, equipment, and accessories, our Edmonton warehouse maintains a robust inventory. Our proactive inventory management strategy involves stocking high-demand items and maintaining a buffer inventory for critical components, minimizing reliance on just-in-time deliveries. This allows us to minimize lead times to less than one week for vehicles already on-hand at any of our three locations.</p> <p>For specialty or custom-ordered products, lead times vary depending on the manufacturer's production and delivery schedules, typically ranging from 2 to 8 weeks from the date of order.</p> <p>To mitigate potential disruptions, we maintain distribution agreements with multiple manufacturers for each product category. This ensures we can source comparable alternatives if primary suppliers face delays. We also collaborate with local distributors who provide exclusive pricing and expedited delivery options, allowing us to overcome supply chain interruptions swiftly. In addition, during the initial inquiry stage of the sales process, we will ask buying members to provide us the vehicle specifications and VIN to produce an accurate estimate and design where our purchasing team can proactively order the parts prior to ensure we have the products on hand before the vehicle's arrival or minimize the shipping lead time as much as possible.</p>
3	<p>Explain your shipping and delivery details, timelines including any exceptions.</p>	<p>With an internal warehouse and established distribution rights with various manufacturers, we can efficiently deliver goods through our trusted general freight vendors or arrange for manufacturers to dropship directly to purchasing members anywhere in Canada.</p> <p>Standard delivery lead times from our warehouse and manufacturers' distribution facilities (following the completion of production) typically range from 1 to 3 weeks. Delivery pricing is determined based on the distance, weight, and dimensions of the product, with costs calculated using ground transportation.</p>

Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Response *
1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	Expertec is dedicated to ensuring peace of mind by offering comprehensive warranties on both products and installations. We honor the warranty coverage provided by the original manufacturer (ranging from 1-10 years), with specific terms outlined in their respective documentation. Additionally, Expertec guarantees that our installations will be free from defects in workmanship for 12 months from the installation date. However, the warranty excludes failures resulting from user abuse, neglect, misuse, or any alterations or modifications to the product or upfit.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	Expertec is committed to supporting members with efficient reimbursement and remediation policies for the products and services offered under this RFP. For vehicles with workmanship concerns within 12 months of the invoice date, we will, within reasonable timelines and distances, attempt to retrieve and deliver the vehicle for resolution. If the vehicle is outside a reasonable range from our facilities, we can provide and exchange replacement components, provided the issue falls within warranty scope and aligns with the buyer's capabilities. In cases where buyers cannot transport the vehicle due to extenuating circumstances, we will arrange or reimburse the transport cost if the issue qualifies for a warranty claim.
3	Describe in retails the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.	We have a formalized "Warranty Claim" webpage on our website that outlines our conditions and has a structured fill form to initiate a new claim. A customer service representative will respond within 1-2 business day(s) depending on the complexity of the issue and information provided. If necessary, a representative from the closest operations team will reach out and assist in troubleshooting and assessing the issue. If a resolution cannot be derived at the time of contact, arrangements will be made to have the vehicle scheduled for assessment and/or repair with higher priority. Client Relations Specialists may also be contacted to expedite the claim's process where they will be referred to the closest facility and make arrangements to mitigate the issue.

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.	As we are already an approved supplier for RMA and Canoe, an account has already been established for all the buying members in which they will automatically have access to our proposed goods and services.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	We have a website (https://expertec.ca) providing a full outline of our service offerings and dedicated webpages that outlines information and specifications for the products we offer. In addition, members can contact our Client Relations Specialists, Business Development Manager, and sales support team directly, by phone or email, to receive technical information, product pricing, member discounts, Expertec catalogues, and a quote. Our online team directory (https://expertec.ca/team) discloses their contact information. Orders can be placed via written confirmation to the respective member's point of contact at Expertec, stating that they would like to proceed based on the proposal they've received and approved, and they may also provide a PO for confirmation/validation of their intent to proceed.
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.	Yes, we have our own online store (https://expertec.ca/shop) where customers can purchase products with a convenient self-checkout process. Canoe members will also be offered preferred pricing through the online store once their online account is initialized with our sales team.
4	In a case where one your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you adress this situation?	In the case where one of our existing public sector customers desires to be onboarded onto the Canoe offering, we will refer them to Canoe's respective Client Relations Manager and contract manager.

Reporting

Question	Response
Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with CANOE including validating that CANOE Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract.	All sales estimates are verified and approved by the Director of Sales and Marketing, Rod Ridewood, prior to delivering to the buyer for review ensuring the product and service pricing aligns with our proposed discount. In addition, our finance team will review all invoices, prior to requesting payment, to ensure the pricing offered aligns with our proposed pricing discount and are properly reported under the respective Canoe account(s). Finally, all members' accounts will be designated with an exception note indicating their qualification for Canoe member rates for added measure.
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	We will publish xls formatted revenue reports pertaining to transactions by Canoe members, with the outlined details dictated in the program agreement, and digitally email them to accounting@canoeprocurement.ca monthly.
Provide the name and contact information of the person who will be responsible for reporting if awarded an agreement.	Michael Chang, Business Development Manager, (587) 441-9052, michael@expertec.ca
Do you allow public entities to order from multiple contracts and GPOs?	Yes, respective members can make this request and will be reviewed for qualification.
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?	Purchases made by members who qualify and exercise multiple accounts or contracts will be categorically reported under each respective contract account to properly distinguish transactions which utilized the Canoe contract and those that weren't. Members must exclusively choose one contract that they wish to exercise to prevent conflict of interest and reporting.

Value added goods and services

Question	Response *
Describe any other vehicle categories you offer not currently specified in the RFP.	We have the capabilities, products and equipment to upfit cargo trailers.
Describe any value added goods you offer.	Upon request, we can provide customized literature summarizing the upfit's features, offering end-users a clear reference for optimal operation. Tutorial videos can also be produced as another form of operational guidance. In addition, we have the ability to work with our partnered vendors and suppliers to order specialty equipment (ie. pressure washers, water tanks etc.) not disclosed in our general product catalogues for Canoe members to deliver a full turn-key tailored solution. Futhermore, we understand buying groups will need to retain and install currently existing equipment they have on hand. Expertec will construct an upfit to seamlessly embed the equipment and maximize its functionality.
Describe any value added services you offer.	Expertec offers a range of value-added services to enhance the upfitting experience for our clients. Our design consultation service includes the expertise of our in-house engineers, who create accurate CAD drawings and renderings to provide buyers with a detailed visual representation of the proposed upfit. This ensures clarity and alignment with project objectives. Additionally, we have the capability to utilize buyers' existing CAD and STP files, allowing us to refine designs and seamlessly integrate their equipment or specifications into the final upfit. This personalized approach guarantees an efficient, tailored solution that meets each client's unique needs. In addition, we prioritize vehicle security and care by conducting thorough check-in and check-out PDIs, ensuring transparency and peace of mind for buyers during arrival and delivery. All vehicles are stored in our enclosed gated compound lot with 24/7 surveillance. Finally, within reasonable distance of our respective facilities, we can provide pick and delivery services of vehicles.
Describe any other preferential rates or pricing structure included as part of your offering.	The Director of Sales & Marketing may offer other preferential rates or pricing for projects involving the replication of previous or existing upfits across multiple vehicles, provided all vehicles are built under a single project scope on a case-by-case basis.
Describe your pricing model when leveraging your dealer network (if applicable).	Expertec has designated pricing structures with our product and equipment dealers and manufactures. However, we have the ability to offer preferred pricing under certain case-by-case circumstances and leverage our buying power when there is higher volume of products requested or when products are drop-shipped directly to qualified buyers. These pricing exceptions will be evaluated and approved by the Director of Sales & Marketing at the time quotes are produced.

Shop rates

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

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

Work Ready Packages

Proponents can offer work ready packages available for Members.

Package name and number	Package description	
Service Van Upfit Package	<ul style="list-style-type: none">Single drop-down ladder rackPartitionShelvingCabinet DrawersBottle restraint, paper holder, bins, hooks, dividers, tank holders	
SpaceKap Compak 6	<ul style="list-style-type: none">Slip-In Fiberglass Service Body	
SpaceKap Wild 6	<ul style="list-style-type: none">Slip-In Fiberglass Service Body	
SpaceKap Diablo 6	<ul style="list-style-type: none">Slip-In Fiberglass Service Body	
CM RD Series Truck Deck 8'	<ul style="list-style-type: none">8' 6" x 84" x 58" Steel Flat Deck	
CM RD Series Truck Deck 8'	<ul style="list-style-type: none">11' 4" x 97" x 84" Steel Flat Deck	
Milron 6 Series Premium Service Body	<ul style="list-style-type: none">6' aluminum service body with top compartment lids	
Milron 8 Series Class Service Body	<ul style="list-style-type: none">8' aluminum service body	
Expertec Slip-In Unit (SIU)	<ul style="list-style-type: none">Aluminum Slip-In Unit Truck Service Body	
Rapid Response Unit (RRU)	<ul style="list-style-type: none">SpaceKap Wild service body with 2 cargo slide mounted shelves, side compartments, inverter, generator compartment, GFCI outlets/shore power & lightingHeavy duty bumper with a winch	
Box Truck Upfit Package	<ul style="list-style-type: none">Shelving with dividers and doorRefrigerant tank rackCabinet drawersbottle holder, bins, paper holder, hooks	
Animal Control Van	<ul style="list-style-type: none">3 aluminum enclosed kennels with an independent HVAC heating, cooling and ventilation systemInterior lights, partition, liners, flooring, extended drawers and conduit storage boxesWhelen console, traffic advisor, light bar, light heads, scene lights,Havis console system with integrated climate, lighting system controls, radio communication, and laptop mount	
Mobile Library Van	<ul style="list-style-type: none">Partition, liners and flooringShelving, workbench, drawer cabinets, hooks, paper holdersE-Tracks with metal backsplashesElectric powered awningRear and side door stepsInverter with GFCI outletsAuxiliary Fuel-fired heater	

Agreement acceptance

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

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

Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

Line Item	Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	Yes
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	ChatGPT
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.	<p>We utilized ChatGPT as a tool to correct grammatical mistakes, and compose condensed summarizations for certain responses.</p> <p>For example, under the section" Supply chain reliability and details", we utilized ChatGPT for our response to line 2 in creating a summary about our inventory management.</p> <p>We inputted key statements including:</p> <ul style="list-style-type: none">- "We carry an abundance of inventory for service bodies, flat decks, equipment and accessories at our Edmonton warehouse"- "We ensure to proactively stock our most demanded items and maintain a buffer for critical components to minimize lead times and "just-in-time" deliveries"- "This allows us to minimize lead times for vehicles that are on hand at all three of our locations to under 1 week" <p>ChatGPT summarized our response as: "For commonly sold product categories, such as service bodies, flat decks, equipment, and accessories, our Edmonton warehouse maintains a robust inventory. Our proactive inventory management strategy involves stocking high-demand items and maintaining a buffer inventory for critical components, minimizing reliance on just-in-time deliveries. This allows us to minimize lead times to less than one week for vehicles already on-hand at any of our three locations."</p>

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.	On a case-by-case basis, many of our offerings will be eligible for volume discounts either by product model, category, brand, and/or fleet unit type. These cases will be reviewed and approved by the director of sales and marketing. If applicable at the time of purchase, vendor rebates and incentives may also apply. Volume and vendor discounts could
2	Explain your delivery or courier model.	<p>We offer our products and services on-site at our three locations; Edmonton, Calgary and Abbotsford.</p> <p>For supply only products, we offer in-store pick up or delivery by the best available freight pricing and method either directly from our Edmonton warehouse or from one of our product manufactures.</p>
3	Explain your delivery costs if any, as well as any related geographical restrictions.	Delivery costs are variably determined by the distance between the distributor or Expertec warehouse and the buyer's receiving location, dimensions of the product(s), and weight.
4	What is your payment term? Do you offer incentives for early payments?	Our payment terms are NET 30, but we do not offer incentives for early payments.
5	Outline how prices may be subject to change over the term of the agreement.	The prices of the products we are offering will be subject to change which will be dictated by the manufacturers' change in their listing price, typically on an annual basis.

Documents

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

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

The maximum size is 10 MB.

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

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

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

- [Warranty information - optional](#) - Expertec -Warranty Information.pdf - Tuesday November 26, 2024 10:02:55
- [Information on goods offered - optional](#) - Expertec - Information on the goods offered.pdf - Tuesday November 26, 2024 10:03:43
- [Hot item list and prices - optional](#) - Expertec -Product Prices.pdf - Tuesday November 26, 2024 09:56:07
- [Additional Document](#) - Expertec - Certificates.pdf - Tuesday November 26, 2024 09:56:20

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

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

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

1.5 Confidential Information

1.5.1 Confidential Information of Canoe

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

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

1.5.2 Confidential Information of Proponent

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

1.6 Procurement Process Non-Binding

1.6.1 No Contract A and No Claims

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

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

1.6.2 No Contract until Execution of Written Agreement

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

1.6.3 Non-Binding Price Estimates

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

1.6.4 Cancellation

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

1.6.5 Competition Act

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

1.7 Rights of Canoe Procurement Group of Canada – General

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

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

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

1.7.1 No Prohibited Conduct

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

1.7.2 Disclosure of Information

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

1.8 Governing Law and Interpretation

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

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

End of PART D



I have the authority to bind the Proponent.

- Michal Chang, Business Development Manager, Expertec Van Systems Inc.

Conflict of Interest

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

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

☒ Yes ☐ No

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

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

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

Expertec Warranty

Expertec is committed to providing our customers with peace of mind by offering comprehensive warranties on both products and installations. This page outlines the details of our warranty coverage to help you understand what's included and how to make a claim.

What's Covered

- **Product Warranty:** We provide the same warranty coverage offered by the original manufacturer of the product you purchased. Please refer to the manufacturer's documentation for specific details regarding their warranty terms.
- **Installation Warranty:** Expertec warrants that our installations will be free from defects in workmanship for a period of **12 months** from the date of installation.

General Conditions

- To be eligible for warranty service, a claim must be submitted within **12 months** of the original invoice date.
- This warranty does not cover failures caused by:
 - User abuse, neglect, or misuse of the product.
 - Products that have been altered or modified in any way.
- Expertec reserves the right to determine the location where warranty repairs will be performed.

How to Make a Warranty Claim

To initiate a warranty claim, please follow these steps:

1. **Gather Information:** Have your original invoice and any relevant product information (model number, serial number) readily available.
2. **Contact Expertec:** Fill out the Warranty Claim Form (<https://expertec.ca/warranty/>) and provide details about the issue you are experiencing.
3. **Diagnostics:** Our representative will contact you to diagnose the problem and determine if it falls under the warranty coverage.
4. **Claim Evaluation:** Once the issue has been diagnosed, Expertec will evaluate your claim based on our warranty policy.
5. **Service or Replacement:** If your claim is approved, Expertec will arrange for the repair or replacement of the product or component at our discretion.

Additional Information

- It is recommended that you keep your original invoice and product manuals in a safe place for future reference.
- This warranty is offered by Expertec and does not supersede any manufacturer warranties that may apply.



VAN UPFIT SOLUTIONS

TAILORED SOLUTIONS THAT WORK FOR YOU

We understand building the perfect work van comes with challenges; trust us in designing your next upfit. Regardless of the industry, we know what's best when engineering a solution that's specifically tailored to your needs. Expertec is one of the industry's most trusted experts in commercial vehicle equipment. With our extensive range of innovative products and turnkey solutions, we empower fleets and tradesmen to optimize their cargo space while enhancing productivity and safety. Our goal is to create efficient, organized workspaces using durable materials, designed to handle any workload. Let us ensure your van is ready for any task at hand.

WE OFFER:

- Shelving
- Cabinets & Drawers
- Partitions
- Flooring & Wall Liners
- Ladder Racks
- Workbenches
- Lighting
- Numerous Accessories and more...

OUR SOLUTIONS INCLUDE:

- Free consultations
- Accurate designs and estimations
- Compatibility for all van models
- Durability & longevity in mind
- Considerations for end-user safety
- Workmanship warranty



FOUR LOCATIONS TO SERVE YOU:

4528 - 55 Ave. NW, Edmonton AB T6B 3S2
#105 - 10711 - 74 St. SE, Calgary, AB T2C 5T2
101 - 30923 Wheel Ave. Abbotsford BC V2T 6G7
Unit 109, 3380 S Power Rd. Gilbert, AZ 85234

T: 780-435-6466
T: 403-720-6467
T: 604-262-3849
T: 480-660-8422

Toll Free: 1-888-435-6466
E: sales@expertec.ca
Website: expertec.ca

expertec

Innovative Commercial Vehicle Equipment



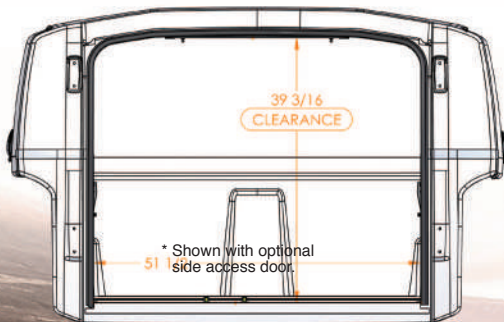
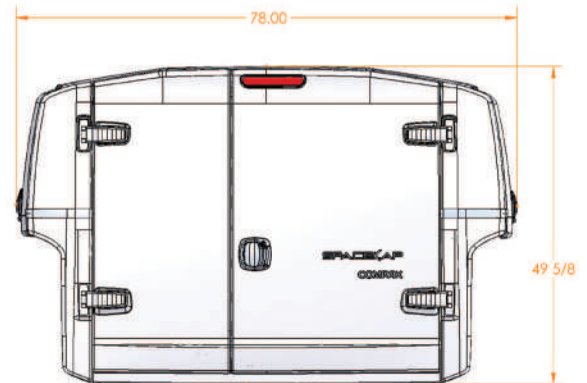
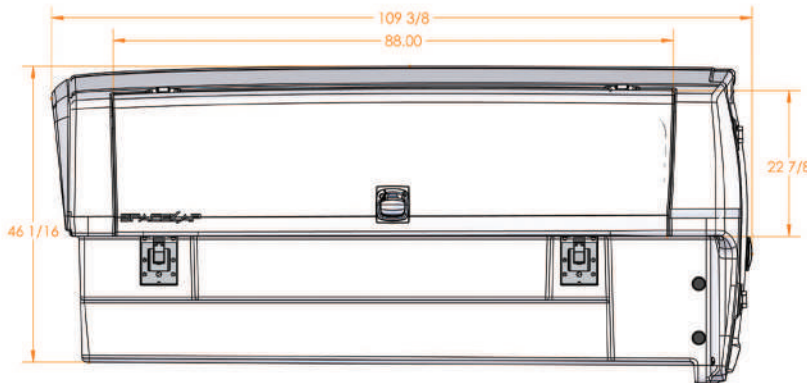
SPACEKAP™
TRANSFERABLE SERVICE BODIES



COMPAK

COMPAK

Our SpaceKap Compak model was designed to give you 320° of accessibility to maximize internal space. The ergonomic design of this transferable service body allows you to work completely from the outside. This reduces the need to hunch over thus saving you potential back injury.



	COMPAK 6	COMPAK 8
Interior Height	44"	44"
Width on Floor	49.5"	49.5"
Length on Floor	82"	98"
Weight	560 lbs	650 lbs



MONEY SAVINGS



TRANSFERABLE



EFFICIENT



QUICK DELIVERY

FOUR LOCATIONS TO SERVE YOU:

4528 - 55 Ave. NW, Edmonton AB T6B 3S2
 #105 - 10711 - 74 St. SE, Calgary, AB T2C 5T2
 101 - 30923 Wheel Ave. Abbotsford BC V2T 6G7
 Unit 109, 3380 S Power Rd. Gilbert, AZ 85234

T: 780-435-6466
 T: 403-720-6467
 T: 604-262-3849
 T: 480-660-8422

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Canadian Website: expertec.ca
US Website: expertec.net



SPACEKAP™
TRANSFERABLE SERVICE BODIES

Standard Features:

- Transferable
- 40/60 rear doors
- Slam latch system
- Electric door locks
- 320° of accessibility
- 12V plug
- High UV resistant SK-Gelcoat
- LED lighting
- 1/4" rubber mat
- Universal design/fit
- Over 45 years experience



COMPAK

* Shown with options.

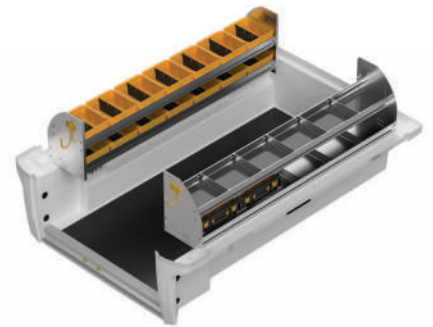
OPTIONAL EQUIPMENT



* Shown with options.



COMPAK-8
CONTRACTOR PACKAGE



COMPAK-8
PLUMBER/ELECTRICIAN PACKAGE



SLIDING CARGO BEDS



INVERTERS



ROOF RACKS

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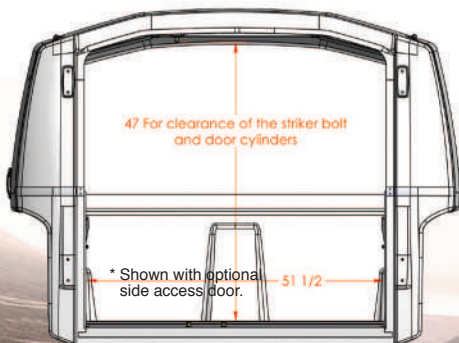
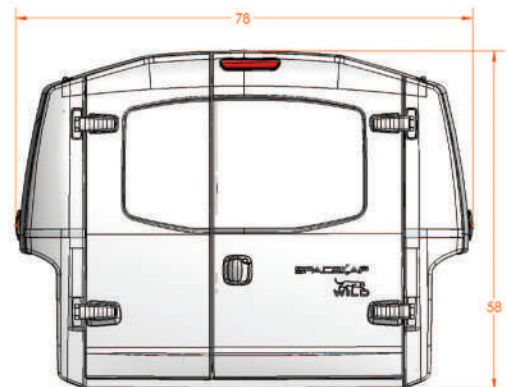
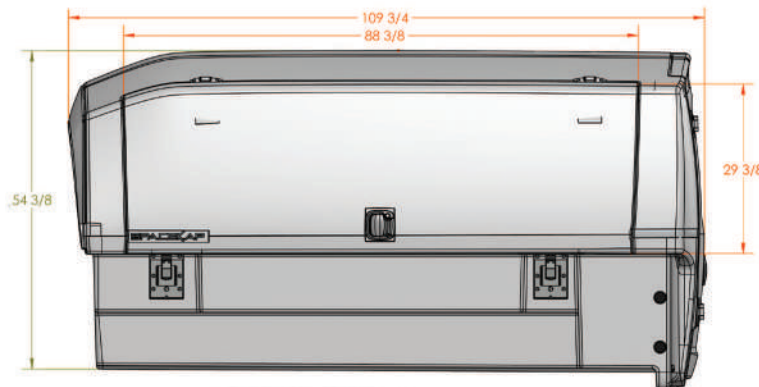


SPACEKAP™
TRANSFERABLE SERVICE BODIES



WILD

The SpaceKap Wild is available in both 6 and 8 foot lengths and is also offered with or without side access doors. The Wild offers an unrivaled 320° of access to your equipment. The side door opening on our 8 foot version is an amazing 24" high by 84" wide. That combined with 40/60 rear doors, a Space-Slide sliding tray and/or one of our Quick Ship Packages, will give you instant access to any part of your cargo.



	WILD 6	WILD 8
Interior Height	53"	53"
Width on Floor	49.5"	49.5"
Length on Floor	82"	98"
Weight	535 lbs	625 lbs



MONEY SAVINGS



TRANSFERABLE



EFFICIENT



QUICK DELIVERY

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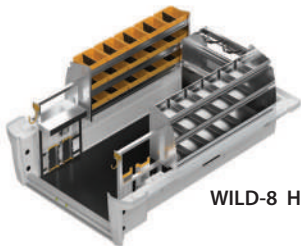
SPACEKAP™
TRANSFERABLE SERVICE BODIES

Standard Features:

- Transferable
- 40/60 rear doors
- Slam latch system
- Electric door locks
- 320° of accessibility
- 12V plug
- High UV resistant SK-Gelcoat
- LED lighting
- 1/4" rubber mat
- Universal design/fit
- Over 45 years experience



OPTIONAL EQUIPMENT



WILD-8 HVAC PACKAGE



WILD-8
CONTRACTOR BASIC
PACKAGE



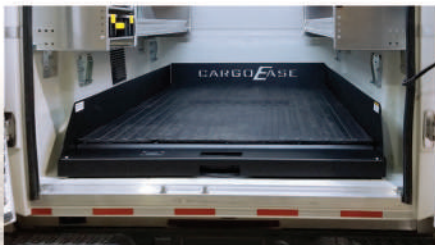
WILD-8
CONTRACTOR
PACKAGE



WILD-8
PLUMBER/ELECTRICIAN
PACKAGE WITHOUT BINS



WILD-8
PLUMBER/ELECTRICIAN
PACKAGE WITH BINS



SLIDING CARGO BEDS



INVERTERS



ROOF RACKS

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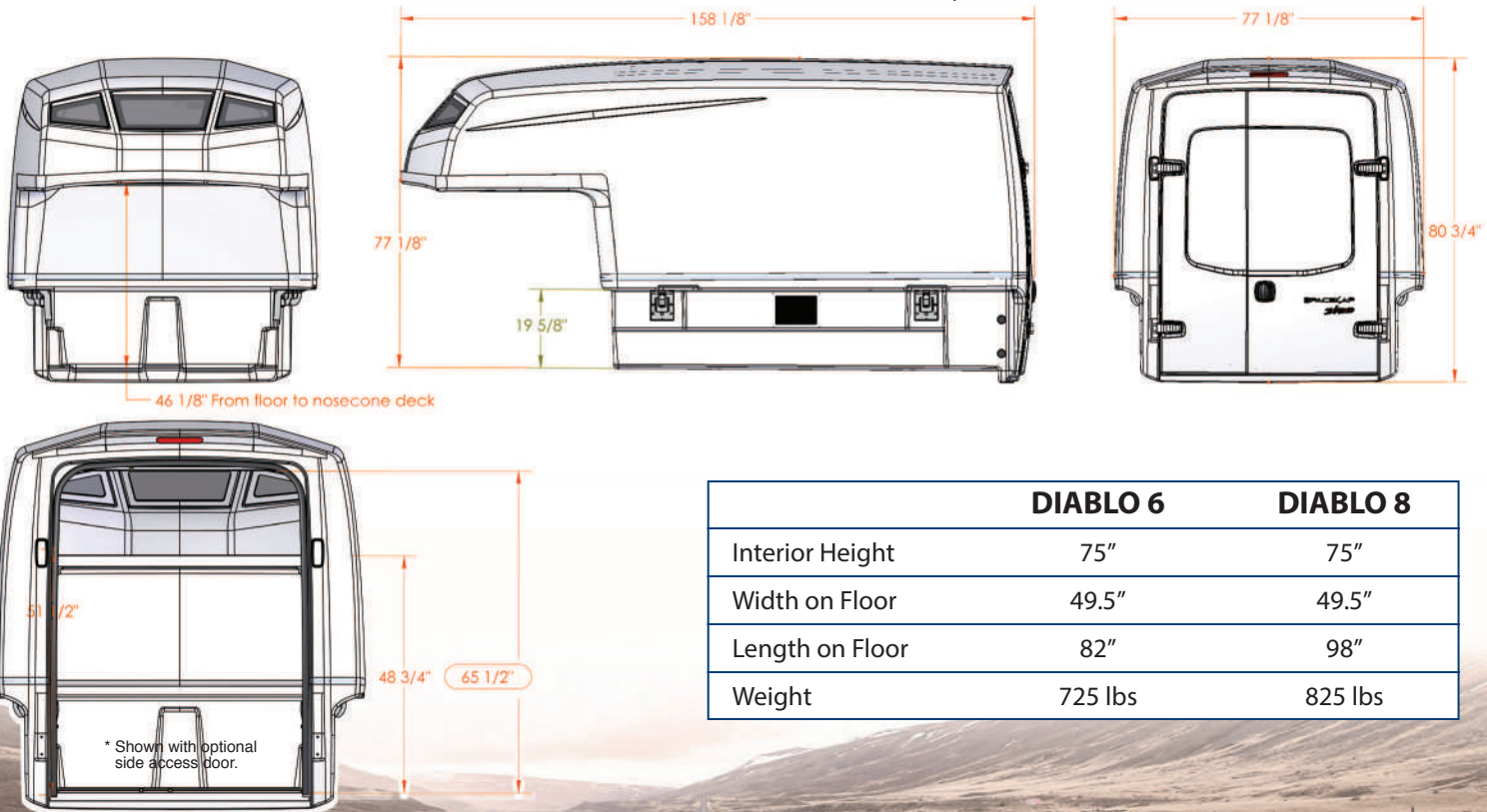
SPACEKAP™
TRANSFERABLE SERVICE BODIES

DIABLO



DIABLO

The SpaceKap Diablo offers the largest interior volume available in the industry while being exceedingly aerodynamic. With an interior height of 6'3" all your employees will be able to stand up straight in this utility service body. Natural lighting from our skylights located at the front and standard energy-efficient LED lighting, 40/60 rear doors make the Diablo a benchmark in the industry.



	DIABLO 6	DIABLO 8
Interior Height	75"	75"
Width on Floor	49.5"	49.5"
Length on Floor	82"	98"
Weight	725 lbs	825 lbs



MONEY SAVINGS



TRANSFERABLE



EFFICIENT



QUICK DELIVERY

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SPACEKAP™
TRANSFERABLE SERVICE BODIES

Standard Features:

- Transferable
- 40/60 rear doors
- Slam latch system
- Electric door locks
- Integrated rain gutter
- Integrated skylights
- 12V plug
- High UV resistant SK-Gelcoat
- LED lighting
- 1/4" rubber mat
- Universal design/fit
- Over 45 years experience

DIABLO



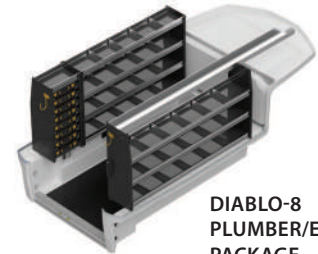
OPTIONAL EQUIPMENT



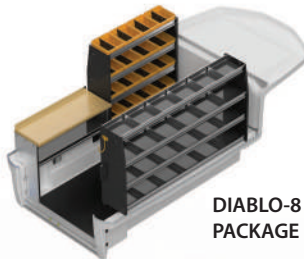
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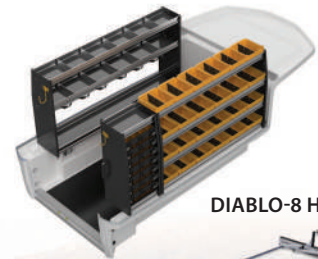
DIABLO-8
CONTRACTOR PACKAGE



DIABLO-8
PLUMBER/ELECTRICIAN
PACKAGE



DIABLO-8 WORKSTATION
PACKAGE



DIABLO-8 HVAC PACKAGE



WORK LIGHTS



INVERTERS



ROOF RACKS

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RAPID RESPONSE TRUCK BODY PACKAGES



Expertec's Rapid Response Truck Body Packages have been designed to allow you and your teams the ability to carry exactly the resources your experience tells you will be needed in any emergency, and to do that safely, responsibly, and cost effectively. We're using our experience as the country's leading truck upfitter to create a package to give you exactly what you and your department need:

FEATURES:

- Heavy duty fiberglass "slip in" truck body with full access side and rear doors
- "EZ-Swap Cradle" allows for fast transfer of fully loaded unit from 1 truck to another
- Twin 100 % extension slides with fully customizable aluminum storage package for safe and secure transportation of emergency equipment including: fire extinguishers, SCBA cylinders, air packs, stretchers, hydraulic power pack, hydraulic or edraulic rescue tools, rescue saw and much more.
- Side compartments with PAC tool board for infinitely configurable tool securement
- Angled slide out storage with spring assist
- 2000Watt inverter charger system with batteries for charging and auxiliary power
- Easy access Egrorack for rescue ladder storage
- 4 x 8000 lumen flood lights

Expertec's Rapid Response Truck Body Package represents some of the best organizational components available today, all in one place. With so many ways to satisfy the needs of your division, the Rapid Response Truck Body Package puts everything your teams need, right away.



ALUMINUM SLIP-IN SERVICE BODY

CAB HEIGHT, REAR BARN DOORS OR HATCH DOOR

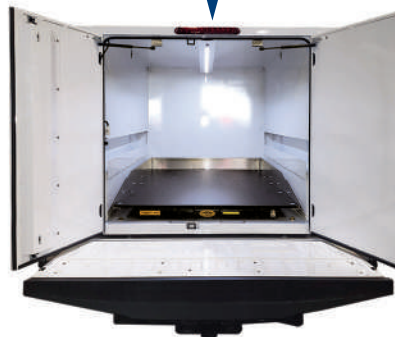


FEATURES:

- Powder coated interior & exterior
- Front rockguards
- Ventilated to reduce condensation
- (2) 120° exterior LED work lights
- (5) Interior compartment LED lights with momentary off switches
- (4) Height adjustable 10.75"D shelves with removable dividers
- Aluminum body components .125" and aluminum door panels .100"
- Spring loaded T shape power handle, sync's with OEM electric door locks
- Rotary, multidirectional slam latches, with adjustability for the perfect slam
- Die cast zinc hinges coated black
- Universal fit
- 5 year limited warranty



Optional upgrades



DIMENSIONS/WEIGHT:

- 6.5' box – 78.5/8" x 79.75" x 47.5/8" 693 lbs
- 8' box – 94.5/8" x 79.75" x 47.5/8" 835 lbs

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SMARTCAP™

Commercial grade, **configured by you.**

Manufactured using automotive-grade, tough-as-nails stainless steel, the SmartCap EVOc Commercial is a brilliantly engineered truck bed cap system. The steel side doors and **optional Security Screen** provide incredible protection for your truck bed. Outfit your EVOc with SmartCap Components, to build the ultimate commercial truck based on your cargo management needs. Nice work!

Features Include: Integrated Roof Rails, Positive Pressure Air Vent, Front Rubber Mounted Fixed Window, Double-Walled Solid Gullwing Side Doors, Rear Half-Door w/Rubber Mounted Fixed Window, Third Brake Light* and OE White Automotive Paint.



A truck cap as tough as your truck bed.

SmartCap EVOc stands for commercial grade. That means it was forged from tough-as-nails automotive-grade stainless steel. Why shouldn't your truck cap be as tough as your truck bed? The EVOc Commercial holds up to 330 lbs when moving and a whopping 770 lbs when parked.

Perfectly fit.

Our design team strictly adheres to the manufacturers' approved fitment guidelines to ensure your SmartCap is perfectly fit to your late model Ford, GM, RAM or Toyota truck. When it comes to your commercial truck needs, we fit right in.

No need for a rain check.

The EVOc utilizes an innovative sealing method that when properly installed makes the SmartCap weatherproof. Come rain, snow, high winds or freezing temperatures—your cap will remain watertight and your cargo will stay dry.



The world's first stainless steel modular truck cap.

SmartCap's advanced 5-piece modular design is ideal for your commercial or fleet needs. Simply purchase a SmartCap EVOc online and we'll ship it directly to your home or business. Plus, it can be easily installed in under two hours. You're in business.

Build it how you want it.

Our SmartCap Components let you build the ultimate commercial truck. From a Drawer-Bin to the Half-Bin or Full-Bin, Load Bars, Roller Rack, and more. Now you can easily organize your commercial truck bed exactly how you want it.



EVOc Commercial



WEATHER PROOF



STAINLESS STEEL



770 LBS STRONG



EASY REMOVAL



3 YEAR WARRANTY



Protection when ya need it, easy access when you don't.

SmartCap's Gullwing Door openings are approximately 17% taller than most fiberglass caps and provide incredible security for your cargo. Plus, the low-profile latching mechanisms and heavy-duty gas struts enable you to open the door with just one finger.



Three year warranty.

We provide a 3-year comprehensive warranty on all SmartCap parts and workmanship. Customer satisfaction is guaranteed.

FOUR LOCATIONS TO SERVE YOU:

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Steel Service Deck RD MODEL *STANDARD FEATURES*



Removeable Side Rails Optional

- | | |
|---|--|
| A Integrated Square Tube Headache Rack | G 1/8" Steel Tread Plate Deck |
| B 30,000 lb. Rated B&W Gooseneck Hitch with 7 Way Electrical Plug | H Modular Sealed Wiring Harness |
| C 18,500 lb. Rated B&W Bumper Pull Hitch | I Premium TGIC Polyester Powdercoat Finish |
| D 3/8" Rub Rails and Stake Pockets | J Standard LED Lighting |
| E 7 Way Round and 5 Way Flat Electrical Plug Standard on Rear Tailboard | K 4" Steel Channel Frame Rails, 3" Steel Roll-Formed 3/16" Channel Crossmembers |
| F Solid Steel Rear Skirt | L Widths from 84" to 97", Lengths from 84" to 11'4" |

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ELIMINATOR LP Dump Body

- A. 1/4 Cab Shield w/Slatted Viewing Window
- B. Comes in 9' & 12' lengths to fit 60" & 84" CA Cab & Chassis
- C. Bumper pull up to 20,000 lbs rating
- D. 12" or 17" Fold-down Sides
- E. Patented EZ-Latch Tailgate System
- F. Standard LED Lighting
- G. Hoist Rating up to 17 tons
- H. Optional tarp system



* Aluminum and Stainless options available

- Primarily constructed of 10 ga and 12 ga materials
- Side design includes fully boxed dirt shedding top rail and a sloped bottom rail for a completely self-cleaning profile
- Double-walled rigid sides with vertical braces
- Single-walled fold down sides with vertical braces
- Pockets for 6" side boards increase load capacity
- Front body's seamless one-piece design features triple bend top rails for long-term durability
- Stacked understructure consisting of 5" structural long members overlaid with 3" structural I-beam crossmembers nominally spaced 16" (12" optional) apart
- Standard . cabshield with viewing window
- Full height corner posts with rear surface sloped aids in tailgate closing
- Tailgate double walled panel design featuring fully boxed dirt-shedding top and bottom rails. Two vertical braces to provide additional strength and rigidity
- Standard 10 ga floor
- Board pocket design that aligns with cabshield, allowing the use of tapered side boards to increase capacity when hauling lighter loads such as brush, firewood, and mulch.
- Optional amber warning lights.

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8 FOOT CLASSIC ALUMINUM SERVICE BODY

BUILT TO PERFORM, LAST AND DOMINATE

Expertec's 8 Foot Service Body is the most efficient, modern and flexible design available.

Decades of experience and refinement have helped produce a **Canadian-built** service body with multiple options to create the turn-key custom truck your business needs. The end result will be an upfitted truck that will give you years of trouble-free service on the jobsite, no matter how harsh the environment.

The 8-Foot Classic SRW aluminum truck body is constructed of 100% 5052 high-strength aluminum. Durable as steel but not light duty, these bodies both reduce your fuel consumption and increase your payload. These lightweight, powder-coated, corrosion resistant service bodies are reliable and dependable in any situation you put them through.

This 8-foot Classic aluminum truck body is lighter, stronger, and more dependable than any other body. Our 8 Series Classic aluminum service body is designed to deliver big-time capability in the workforce and turn heads everywhere. It can tackle harsh Canadian winters and hot deserts while looking great doing it.

We make those challenging tasks on the job site look easy.

TECHNICAL SPECIFICATIONS:

- Length: 109"
- Height: 43.25"
- Weight: 850 lbs
- Body Width: 79"
- Compt. Depth: 15"
- Floor Width: 48.62"
- Storage Capacity: 69.7 cu. ft.
- Cargo Area: 32.3 sq. ft.



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8 FOOT CLASSIC ALUMINUM SERVICE BODY

STANDARD FEATURES THAT MATTER

SHORT TAILGATE

Make loading and unloading your 8 series even easier with the standard equipped short tailgate.

WHITE POWDER-COATED BODY

Our 8 Series is powder-coated in our facility using only the 138 series powder from Tiger Drylac.

BLACK INJECTION MOLDED FLARE

Each 8-Foot body comes equipped with our heavy duty black flare.

6 D-RING TIE DOWNS

Secure your cargo load for storage with standard equipped D-Rings.

ALUMINUM CONSTRUCTION

Our 8 Series is manufactured from 5052 high-strength aluminum.



We provide standard features that matter in your aluminum service body.

Our goal is to equip consumers with a truck body that is lightweight, heavy-duty, and is built to get the job done. We believe our standard features are the best in the work truck industry and deliver value for your money.

These units also feature

- Cabinet handle styles of your choice: black or chrome
- Top compartment lids with dividers, both sides
- Heavy duty bumper option



FOUR LOCATIONS TO SERVE YOU:

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Innovative Commercial Vehicle Equipment

The original
TOMMY GATE
hydraulic lift

NEW INTERNAL VAN LIFT

V2
SERIES



NEW!



- Liftgate capacity of 1,100 lbs
- 47" wide platform in 34" and 49" lengths

- Fits most Transits, ProMasters, Sprinters and NVs
- 40 inches of lifting travel

THE ULTIMATE VAN LIFT

CANTILEVER
SERIES



- Liftgate capacity of 1,300 lbs
- 53" wide platform in 40" and 60" lengths

- Fits most Sprinters, Transits, Express/Savanas, ProMasters and NVs
- Right rear door accessible while folded up

FOUR LOCATIONS TO SERVE YOU:

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Innovative Commercial Vehicle Equipment

The original
TOMMY GATE
hydraulic lift

**IN
STOCK!**

G2 SERIES PICKUP, SERVICE BODY & FLAT DECK



- Comes in aluminum and steel (Galvanizing Hot Dip now available)
- Several platform sizes in stock and fits virtually any truck
- Liftgate capacity 1,300 - 2,000 lbs
- 42 - 50 inches of lifting travel

FLATBED & VAN - RAILGATE SERIES: STANDARD RAILGATE SERIES



- Comes in steel and aluminum
- Dock compatible, lift travel 32" - 54"
- Liftgate capacity of 1,600 lbs and 2,000 lbs
- Platform sizes range from 41" x 30" to 89" x 55"

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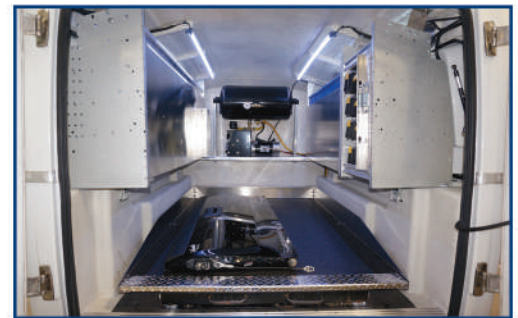
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Oasis XD4000-12 Continuous Duty Air Compressor

The Oasis XD4000-12 is the ultimate for extensive compressed air performance. It features an exclusive, forced air, motor and compressor cooling system. The specially designed deep-finned head and compressor body is cooled by a 100 cfm fan built into a housing shroud, which also adds protection to the unit. An internal fan also cools the modified 5 hp electric motor. This cooling combination provides superior operating temperature reduction resulting in an unrivaled 100% duty-cycle @ 200 psi.

Unlike gasoline-powered compressors, Oasis DC air compressors have become the choice of many governmental agencies, municipalities, and maintenance fleets for good reason.

- The best/strongest 12v compressor on the market.
- It can run a ½" impact off 8cfm @ 100psi.
- No exhaust fumes: Oasis air compressors are powered by clean DC electrical energy so are non-polluting and no venting is required.
- Low noise: the sound emitted by Oasis compressors is limited to the whirl of the DC electric motor and the subdued flutter of the compressor pistons and valves.
- Very low maintenance: with Oasis, there are no gas-engines to maintain, no fuel filters to replace, no spark plugs to gap and no carburetor to adjust.



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Schedule “B1”

PRICING

Schedule “C”

MARKETING AND PROMOTION OF AGREEMENT

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

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