

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: Falcon Equipment Ltd.

Supplier Corporate Jurisdiction: 18412-96 Ave Surrey, BC Canada V4N 3P8
(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 Hannemann, General Manager of Canoe
Tel: 780.955.8403
Email: Tyler@canoeprocurement.ca

Any Notice to the Supplier shall be addressed to:

Falcon Equipment LTD.
18412-96 Ave
Surrey, BC Canada V4N 3P8

Attention: Dave Striemer
Tel: 250.802.9951
Email: dstriemer@falconequip.com

11.3 Insurance Obligations

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

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

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

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

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

11.4 Public Announcements

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

11.5 Governing Law and Forum

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

11.6 Entire Agreement

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

11.7 Amendment and Waiver

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

11.8 Severability

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

11.9 Assignment

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

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances

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

11.12 Counterparts

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

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

CANOE PROCUREMENT GROUP OF CANADA

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

Supplier Legal Name: Falcon Equipment LTD.

By: Dave Strierner
 Name: Dave Strierner
 Title: Account 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: Falcon Equipment Ltd.

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

Address: 18412 - 96 Avenue
Surrey, British Columbia V4N 3P8

Contact: Joel Gibson

Email: bidding@falconequip.com

Phone: 604-888-5066

Fax: 604-888-3587

HST#:

Submission Details

Created On: Tuesday October 29, 2024 10:33:14

Submitted On: Tuesday November 26, 2024 10:47:19

Submitted By: Joel Gibson

Email: bidding@falconequip.com

Transaction #: 472f528d-eabf-4516-814e-577a9adee10e

Submitter's IP Address: 209.121.117.119

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):	Falcon Equipment LTD.
2	Proponent Address:	18412-96 Ave Surrey, BC Canada V4N 3P8
3	Proponent website address:	www.falconequip.com
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Joel Gibson Director of Sales Jgibson@falconequip.com 604-888-5066 Office 604-868-1200 Cell
5	Proponent's primary contact for this proposal (name title address email address & phone):	Joel Gibson Director of Sales Jgibson@falconequip.com 604-888-5066 Office 604-868-1200 Cell
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	N/A
7	Proponent GST registration number:	139129084
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>Since 1988, Falcon Equipment has delivered innovative, custom equipment solutions for the lifting, snow and ice, utility, and rail industries. From the beginning, our focus has been on building strong, lasting relationships with our valued customers, dedicated team members, trusted suppliers, and the industry. Falcon Equipment began with a vision to offer quality and unmatched service to the crane industry in British Columbia's Lower Mainland. What began with 3 people in a small 3 bay shop has now expanded to 10 locations across Canada, a mobile service fleet and satellite sales staff. Specializing in knuckleboom cranes, stiffboom cranes, hooklifts, truck-mounted forklifts, hi-rail equipment, snow removal equipment, service mechanic trucks and more, we are your one stop shop for all your truck-mounted equipment needs.</p> <p>Falcon was founded on key values and principles, and it's important to us that each member of our team knows and understands what guides us in our day-to-day business. Our core values are to deliver quality, value and excellence; foster relationships, collaboration, and innovation; and promote safety, family culture and well-being. Our company vision is to be the number one equipment solutions provider for the industries we serve. While our mission, which is supported by our vision, is to be innovators of equipment solutions that provide our customers with an efficient, effective and safe competitive advantage. We will achieve this through way of continuous improvement, safety initiatives, supporting and investing in our people, and aligning ourselves with the highest quality products.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	None

Bill S-211 declaration

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

Line Item	Bill S-211	Answer *
1	<p>Does the Proponent identify itself as an "entity" as defined under the Fighting Against Forced Labour and Child Labour in Supply Chains Act or "Bill S211"?</p> <p>As per Bill S211 an "Entity" means a corporation or a trust, partnership or other unincorporated organization that</p> <p>(a) is listed on a stock exchange in Canada;</p> <p>(b) has a place of business in Canada, does business in Canada or has assets in Canada and that, based on its consolidated financial statements, meets at least two of the following conditions for at least one of its two most recent financial years:</p> <p>(i) it has at least \$20 million in assets,</p> <p>(ii) it has generated at least \$40 million in revenue, and</p> <p>(iii) it employs an average of at least 250 employees; or</p> <p>(c) is prescribed by regulations.</p> <p>Please note that the response to the information is being collected as data collation for internal use only. The response provided either yes or no has no bearing on the ability for Proponents to respond to this RFP.</p>	<div><input checked="" type="radio"/> Yes</div> <div><input 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	Full product offering, offered in this area.
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full product offering, offered in this area.
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full product offering, offered in this area.
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full product offering, offered in this area.
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area
11	Québec	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area
12	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full product offering, offered in this area.
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some but not all product offerings are offered in this area.

Experience and expertise

Line Item	Question	Reponse *
1	Provide a high level description of your offering.	We will be submitting an offering covering for a large amount of vehicle categories identified in the 'fleet vehicle categories'. Specifically service vehicles, dump trucks, flatbed trucks, crane trucks, utility service trucks with tool storage and equipment, oil and gas industry vehicles, snowplows, ice control and salt spreaders, maintenance and landscaping vehicles and public works trucks. We will demonstrate our proven track record and capabilities to supply and deliver said products and vehicles.
2	What is your Canadian public sector market share for the solutions you are proposing?	Our market share varies depending on the product line being offered across the country. In our core business units of lifting, municipal, rail, and snow and ice we range from 30-70% market share depending on the province. Although we do offer our goods across Canada our physical locations are in the western four provinces, in those provinces our market share is on the upper end of the scale.
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	1. Our company aligns only with top tier global industry leading manufacturers. 2. We have in house design, fabrication, installation and compliance departments offering an aggregate of custom-tailored solution for all industries served. 3. Industry leading aftermarket support, parts, service (shop and mobile) virtual technical assistance and fleet management solutions.
4	Describe the depth and breadth of your experience with municipal markets.	For 36 years Falcon has been a leader in municipal solutions across Western Canada. We have dedicated account managers whose primary focus is supporting municipal markets. We have worked with key municipalities in all of the regions we serve. We have both written and provided content for hundreds of tenders, RFP, and RFQ documents and responded to thousands of tenders, being the successful proponent of many. We have designed custom tailored service solutions for many municipalities as well been successful with many repeat capital equipment offering agreements.
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	We have worked with several of our vendors registered with Sourcewell. Supplying truck mounted and other related equipment to customers in Canada. We also have key staff with previous experience working with RMA.
6	Describe your knowledge of Canadian regulatory environment and standards related to fleet upfitting services.	In addition to being an NSM Facility, Falcon Equipment is an active member of several associations. Including: BC Road Builders Association Building Supply Industry Association GEAPS Canadian Truck Equipment Association Canadian Association of Railway Suppliers SIMSA Western Retail Lumber Association BC Trucking Association Associated Equipment Distributors Saskatchewan Heavy Construction Association Manitoba Heavy Construction Association Canadian Association of Fleet Supervisors We participate in the the updating and advancement of regulatory compliance in many aspects of our industry.
7	Explain how your company ensures the upfitted vehicles meet necessary safety and compliance requirements of public clients.	In the fall of 2006, Falcon was awarded the status of being a NSM Facility by Transport Canada. Maintaining this status requires that we ensure that all vehicles that we as a body builder are converting from an Incomplete Chassis to a Completed Chassis status are compliant with all requirements set by Transport Canada.
8	Describe your company's sales force.	We have 12 highly technical sales account managers across the country, as well each of our five locations has a branch / sales manager. We have a director of sales who oversees sales for the country. Within the 12 sales account managers 8 have a large focus on municipalities.
9	Describe your company's distribution network.	We represent and distribute products for many industry leading equipment manufacturers. We achieve this through utilizing our five retail locations in Western Canada and five additional fabrication, installation, and service facilities. We ship parts to support our products Canada wide and have partner service relationships coast to coast.

Program offering

Describe your plumbing supplies offering.

Question	Reponse *
Describe your fleet customization capabilities	We supply, install and manufacture equipment for some of the largest road maintenance contractors and municipalities across Canada. We partner with industry leading equipment manufacturers, hydraulics suppliers and truck chassis providers to ensure we are offering top quality state of the art equipment. We have a multi-tiered approach regarding design and engineering of our builds, and employ drafts people, vehicle design specialists and have third party engineering relationships. We use industry leading vehicle design and modeling software. Our mechanics and equipment installers have a variety of certifications including certified welders, millwright, heavy duty mechanic, automotive technician, electrical engineer. Our installers are factory trained on both equipment as well as certified on vehicle integration with related truck chassis suppliers. We are a financially healthy company with adequate resources, man power and facilities.
Describe your supply chain and logistics capabilities, including relationships with key suppliers, ability to source materials, chassis and equipment efficiently.	We have 10 to 30 year relationships with our key suppliers in all of the product categories we have covered, both on the capital equipment side, as well as hydraulic and electrical component suppliers. We work closely with all of the chassis OEM suppliers on custom orders, as well as work ready inventory. We inventory and stock in excess of 25 million dollars' worth of equipment and are able to facilitate large dollar value transactions due to our financing facilities and long-term good standing with all of our partners in the industry. We have an inhouse logistics department, and we handle anything from LTL to long haul logistics, as well cross border services North America wide. The third-party transportation sources we use are insured and bonded all across North America.
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles for the region(s) included in your proposal.	We offer tailored logistics and delivery solutions across North America. Our customers can choose from FOB one of our five retail locations in Western Canada, or freight can be arranged to deliver anywhere in North America. This can either be included in the sale price of the unit or billed separately.
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles using a relationship with dealer network (if applicable).	We offer tailored logistics and delivery solutions across North America. Our customers can choose from FOB one of our five retail locations in Western Canada, or freight can be arranged to deliver anywhere in North America. This can either be included in the sale price of the unit or billed separately. We utilize the transportation offerings of our OEM dealer network when applicable. If they provide the most cost effective freight solution we will utilize it.

Describe your after-sales service and support offerings, including maintenance, repairs, and technical assistance.	We have 5 retail facilities in Western Canada, all staffed with certified red seal heavy-duty technicians, millwrights, welders, and automotive mechanics. Each facility has a dedicated parts department which provides expert technical support, as well inventories a large variety of OEM and after-market parts for all equipment sold. At each of our facilities we have mobile service trucks equipped with parts and technicians. We have a dedicated technical service department which has support offerings for all time zones across Canada, as well after hours emergency support.
Describe your project management processes, including their ability to handle large-scale projects, manage timelines, and stay within budget.	<p>Below is our Step by Step Process to our builds:</p> <p>Step 1: Define customer requirements and expectations</p> <p>Step 2: Prepare a digital model of the unit to forecast payload, stability and axle weights</p> <p>Step 3: Compare model to customer performance expectations</p> <p>Step 4: Prepare drawing of unit outlining component placement, accessories, hydraulic system and electrical using data from the payload forecast for the assembly of the unit on the shop floor</p> <p>Step 5: On arrival of the chassis from the Manufacture, confirm chassis meets Customers expectations and axle weights are as specified in the digital forecast model prepared in Step 2.</p> <p>Step 6: Digitally model the unit with the actual bare chassis axle weights to forecast final axle weights and center of gravity to confirm Customer expectations and regulatory requirements are met.</p> <p>Step 7: Assembly of components and accessories on the chassis is executed. Variations from the assembly model are marked on drawings and given back to the drafting dept. These exceptions are then reviewed.</p> <p>Step 8: At completion of the assembly, a PDI is completed.</p> <p>Step 9: Completed unit then undergoes a QC inspection. Deficiencies are noted and reviewed with the assembly team and rectified</p> <p>Step 10: Completed unit is then scaled for final axle weights. These final weights are compared to the model created in Step 2 and 6 to ensure they meet Customer and regulatory expectations.</p> <p>Structural Engineering and Electrical Integration and design are responsible for quality engineering to provide customers with long lasting trouble free equipment:</p> <p>-The Shop Floor Lead-hand is responsible for quality control during assembly, ensuring in process quality control</p> <p>-Technical Assistance and QC inspections provides support to the Shop Floor Lead-hand and the design department, furthermore performs the final quality control process</p> <p>-The Fixed Operations Manager is responsible for reviewing and monitoring the overall quality process, assesses defects and implements continuous improvement initiatives to correct process defects</p> <p>There are 2 main inspections that are used to test quality and measure quality to the scope of Customer expectations:</p> <p>PDI</p> <p>This inspection is performed by the Red Seal Heavy Duty Technician with Crane Operator Certification who assembled the unit. Below is an outline of what is tested:</p> <ul style="list-style-type: none">- PTO operation integration with the chassis- Chassis integration with the crane (ie. idle up and remote start/stop options)- Hydraulic system performance (ie. pressures and flow requirements)- Crane lubrication- Crane functions, manually and via remote control- Crane performance in terms of function control and speed- Crane hold valve functions- Safety decals- Safety systems <p>QC</p> <p>This inspection is performed by a Red Seal Heavy Duty/ Red Seal Welder Technician with Crane Operator Certification not involved in the assembly of the unit. Below is an outline of what is tested:</p> <ul style="list-style-type: none">-- Integration of chassis to crane systems-- Crane and accessory mounting-- Hydraulic system performance-- Safety systems-- Crane functions-- Crane performance-- Proper shielding and routing of electrical and hydraulic components-- Accessories specified on order are present and are in working order- <p>Documentation of completed unit</p> <p>Over the past decade we have built hundreds of snow and ice trucks from extremely intricate to what we would consider standard. We have completed one off truck projects, multi truck projects, and multi-year projects for some of Western Canada's largest road maintenance contractors and municipalities. The lessons we have learned are plentiful and we continue to learn as each truck rolls out of our shop doors. Through working collaboratively with truck manufacturers, equipment and component suppliers, and most importantly our customers, we have learned how to improve efficiencies in our builds by ensuring a job is planned out seamlessly and all parties are working together. Some examples of this are:</p> <ul style="list-style-type: none">• Working closely with chassis suppliers on truck specifications and custom frame layouts ensuring the equipment and chassis work together•• Having holes drilled into the chassis frame at the chassis factory to save time on the installation•• Working with operators in the field to ensure cab controls are set up in an ergonomic and safe fashion•• Constant communication with our customers, before and after the sale, and documenting weak areas and changes that need to be made in the future•• Investing in vehicle design software•• Factory training our mechanics to ensure we are on the leading edge of the best installation practices•• Compile build files of past trucks to explore options and ideas in a comprehensive easy to follow way•• Having built hundreds of vehicles, we can better plan and estimate hours needed to complete work• <p>Strong relationships with equipment suppliers and chassis manufacturers</p>
Describe your communication and coordination capabilities with multiple stakeholders.	<p>Our companies approach to any truck we build starts with seamless communication, both internally with our design, install and fabrication team and externally with our vendors, chassis suppliers and customers.</p> <p>We start the process by having one of our design team and technical sales representatives sit down with the customer and understand there needs and wants. From there we design a package utilizing experience, 3d software and seamless communication with our manufacturers, hydraulic control suppliers. During this process we look for efficiencies relating to safety, functionality and cost savings by bringing all related parties together to ensure all related components and hydraulics work in sync. We work collaboratively with OEM chassis suppliers to ensure seamless integration with the chassis and installed truck equipment.</p> <p>We employ some of the industry's leading and most creative technical sales representatives, drafts people and mechanics with years of experience. As well we work with only the industries most respected equipment and hydraulic control system suppliers all of which provide us with engineering and design support.</p> <p>Once we have designed our proposal we sit back down with the customer and listen to their feedback and ideas and discuss incorporation of them in the build. We are flexible and willing to listen and ensure we can design a product that is perfect for our customers needs. We can do this through years of experience, relationships, in house and vendor resources and a desire to continuously improve and provide solutions our customer can be proud of.</p>
Summarize the innovation and use of the latest technologies in vehicle upfitting.	We employ full time staff in vehicle integration including CHEK, Ford BBAS, PACCAR innovations, and Diamond Logic. We're members of CTEA, AED, SIMSA, BCRB and various other industry associations who ensure their members are up to date with latest innovations and technologies and have access to continued education. We draw upon manufacturer OEMS such as Parker, Iqan, Certified Hydraulics and Bosch Rexroth. We work with all of our major suppliers and chassis OEMs to ensure training for our technical staff, and that we are appraised of and utilizing the latest technologies.
Explain how advanced technologies, such as telematics, GPS, and alternative fuel systems are incorporated into your service offering.	Depending on the needs of our end users we install third party GPS and telematics systems. If our customers have an existing relationship with GPS and telematics systems installers, we make our shops available for their systems to be installed. We install our equipment on alternative fuel system chassis' including electric.
	d

Engagement , Marketing and Training

Line Item	Question	Response *
1	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. a. Sales force. b. Dealer Network or distribution methods. c. Service personnel/teams. Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales and service functions.	Falcon Equipment has facilities across Western Canada. Our current locations are: Victoria BC Nanaimo BC Surrey BC Nisku AB Regina SK Winnipeg MB All Falcon facilities offer Sales, Parts and Service support. In addition, Falcon has remote Sales support in Kelowna BC and Calgary AB Sales functions are overseen by the Direct of Sales based out of Surrey BC. Service operations are the responsibility of the Director of Service based out of Nisku AB, Service Managers are assigned to each facility/territory to monitor daily operations. In addition to Falcon facilities available for service needs, a service partner network is being developed to better support our customers in areas where Falcon does not have bricks and mortar. Current service partners are located in: Kamloops BC Calgary AB Thunder Bay ON Hamilton ON London ON Mississauga ON The service partner network is supported by Falcon Equipment in terms of support, parts, warranty and technical assistance.
2	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	Falcon Equipment is dedicated to fostering strong, long-term relationships with our customers and stakeholders through strategic marketing initiatives. We understand that effective communication and collaboration are key to success, and we have developed a multi-faceted approach to ensure every stakeholder is supported and informed. Our strategy is an organic-first approach that highlights our capabilities, expertise, and the tangible benefits of partnering with Falcon Equipment. By showcasing case studies, customer testimonials, and content, we build trust and credibility with both current and potential customers. Our marketing efforts are carefully designed to address the unique needs of various customers, including the comprehensive materials that our customers require such as linecards, product specification sheets and tutorials. For decision-makers, we emphasize efficiency, cost-effectiveness, and industry leading. Finally, we address our community stakeholders through social media campaigns, event sponsorships, and thought leadership, reinforcing Falcon Equipment as an industry leader. Beyond initial engagement, we are committed to ongoing support for our customers. This includes providing supplementary marketing materials, creating custom content as needed, and collaborating to ensure their success.
3	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?	Falcon would expect guidance from Canoe in assimilating into the Canoe community. This would include assistance in creating contacts with and connecting to Canoe members.
4	Describe how you will train your sales force and distribution network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	If Falcon were to be awarded with a contract with Canoe, we would work with the Supplier Relations team at Canoe to tailor our training to meet the expectations set by Canoe. By collaborating with Canoe, a cohesive training program can be developed and implemented that can ensure the success of Falcon and Canoe members looking for reliable truck equipment. Training sessions would then be held with the Falcon sales representatives outlining the unique nature of the Canoe offerings to their members.
5	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	Education would be the first step. Falcon employees would be trained on who Canoe is and what they offer and how that relates to the contract. This training would not just include sales representatives but also sales admin staff and branch managers. Falcon would then start promoting the relationship on the Falcon website, social media, news letters, mailings and trade shows to broadcast the new association with Canoe. Working with the marketing and communications team at Canoe to have a common message in our promotions. With the knowledge and education in place, engaging with members would be the next step. This would take the form of attending trade shows and conventions sponsored by Canoe.
6	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?	Falcon uses a CRM system to track sales leads, quotes and closed sales. This same system will be used to track opportunities that are a result of a relationship with Canoe. The leads being generated and closed sales will be monitored to assess the benefits of being a member Vendor with Canoe.
7	Describe your commitment to attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	Falcon Equipment actively engages in promoting and participating in events sponsored by the many Associations we are part of. This has included sponsorship of golf tournaments, attending trade shows, luncheons and conventions. Falcon will be extending that same commitment to Canoe
8	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	Falcon Equipment is an active member of the following associations: BC Road Builders Association Building Supply Industry Association GEAPS Canadian Truck Equipment Association Canadian association of fleet supervisors Canadian Association of Railway Suppliers SIMSA Western Retail Lumber Association BC Trucking Association Associated Equipment Distributors Saskatchewan Heavy Construction Association Manitoba Heavy Construction Association It should be noted that Falcon currently has an employees on a committee and an employee on the board of Directors of the Canadian Truck Equipment Association. In addition to the numerous associations Falcon Equipment engages with, we have also been awarded with the National Safety Mark designation from Transport Canada.

Supply chain reliability and details

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	We carry in excess of 25 million dollars of capital and parts inventory at any given time stored at one of our five retail locations across western Canada. With any products we sell we work very closely with the manufacturer of the goods to ensure we have recommended spare parts lists on hand to support the product in its working lifetime. In addition to spare parts for manufactured goods we carry many lines of hydraulic and electrical components and parts needed to support the products we sell. organizationally we have a director of parts who oversees our branches and service partners parts supply across Canada. We also have a central purchasing department, parts managers at each of our branches and 2-5 parts staff at each of our 5 retail locations. The central purchasing team uses a combination of inventory management models such as JIT, ABC and Six Sigma to aid in strategic contingency planning.
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	Lead times can vary based on the type of equipment being requested and the complexity of the build. Typically lead times will be 2-3 months for a basic build and complex builds can have lead times up to 6 months. In order to minimize lead times Falcon has established relationships with suppliers throughout our supply chain in multiple provinces. Falcon is not tied to one supplier. We work with 5 or more chassis dealers to maintain supply. Falcon has access to multiple chassis Manufacturers. We are pro-active in obtaining chassis dealer allocation to guarantee chassis supply even when we do not have an order in hand. Our Parts procurement department works with multiple vendors across Canada and the United States to ensure access to key components required for builds. Inventory in high demand cranes is kept in stock at Falcon facilities across Canada. Hedging our inventory of cranes, chassis' and key components is how Falcon strives to minimize the risk of potential disruptions.
3	Explain your shipping and delivery details, timelines including any exceptions.	Typically completed units are sold as FOB Falcon. We have a logistics coordinator on staff that works with Falcon customers to get the completed units to where they need to be. On delivery Falcon offers equipment orientations for operators and mechanics. These orientations can be performed at the customer site or a Falcon facility. In addition, Falcon offers crane operator training. These services are planned prior to delivery to the final site to expedite the unit going into service. In most cases, the orientation is completed within 2-3 days of unit delivery as Falcon works around the customers schedule.

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.	<p>Falcon Equipment offers a twelve-month Warranty covering defects in materials and/or workmanship labor, parts, and materials relating to defects in material or workmanship on all Falcon manufactured products. The Falcon Warranty starts from date of product delivery. Certain criteria must be met in order for any repairs or replacements to qualify for Falcon Warranty, and all instances of neglect, misuse, neglect and unauthorized repairs or alterations on all products will void all warranty considerations. Falcon also agrees to administer warranties in conjunction with and on behalf of selected manufacturers of equipment, parts, components, and accessories supplied by but not manufactured by Falcon.</p> <p>All submissions for Falcon Warranty coverage will be considered by Falcon Warranty Administration based on the following criteria:</p> <ol style="list-style-type: none"> 1. Documented equipment delivery date (Warranty start date) 2. Date of documented warranty expiration date 3. Date fault reported to Falcon by owner/operator 4. Determined root cause – subject to technical inspection which determines valid root cause of the defect 5. Does root cause qualify for warranty consideration? <p>If all above criteria are deemed satisfactory requirements for warranty consideration, the repair facility (including all external repair facilities) will:</p> <ol style="list-style-type: none"> 1. Submit a completed Warranty Submission form (which includes a parts and labor estimate, photos of faulty items and serial number(s) of affected equipment, including photos of current hour meter) to Falcon Warranty, who will approve the repair estimate and authorize the repairs to be completed. 2. Falcon Warranty Admin will instruct the Falcon repair facility to open a warranty repair order(s) and will coordinate with Falcon Parts Departments on parts support. 3. If the equipment is located at a Falcon Service Partner or a pre-approved sublet/vendor, Falcon Warranty will authorize the nearest Falcon Service Branch to open a local warranty repair order. The local Parts department will provide full parts support including organizing shipping and freight reconciliation of all required and approved replacement parts to the repair facility, either direct from OEM or from Falcon Equipment internal stock. 4. Once all repairs have been completed, the repair order will be reviewed by the Falcon Service Team, and Falcon Warranty will be informed that the repair order is complete and will be submitted to either internal Warranty or OEM for consideration. 5. Service Partners and approved sublets will submit their final labor only invoice to Falcon Warranty Admin via email for submission to OEM, or internal department for approval – Note: all Service partner and sublet invoices must be void of all shop supplies, surcharges and miscellaneous items as Falcon nor supporting OEMs will authorize payment for the extras. 6. For all Falcon warranty repair orders where work was completed by internal Service Teams, once the submitted claim has been approved by OEM, Warranty Admin will close the repair order as completed and paid in full. Any discrepancies will be either resubmitted for further recovery or absorbed internally. 7. For all Service Partner or sublet completed warranty repair orders, once a claim has been approved by the responsible Falcon internal department or by the supporting OEM via email, Warranty Admin will issue a Purchase Order Number to the repairing Service Partner or sublet and close the warranty repair order as completed. Excessive or denied labor will be communicated to the Service Partner or sublet, providing them with a limited time to resubmit for further labor recovery. If not, all labor was recovered, then the PO# will incorporate the fiscal loss. 8. All warranty repairs, parts claims and goodwill submissions are recorded on an internally managed database which tracks progress and completion details on all claims. The database is also used to gather fiscal and other details on warranty claims, such as warranty recovery rates (% and \$) in any given timeframe per OEM/Supplier and total claims per timeframe.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	Described above
3	Describe in retails the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.	<p>Falcon Equipment offers mobile service technicians for most of our locations across Canada. Prioritizing the public and municipal sectors.</p> <p>Our company's approach to any truck we build starts with seamless communication, both internally with our design, install, and fabrication team, and externally with our vendors, chassis suppliers, and customers.</p> <p>We start the process by having a member of our design team and a technical sales representative meet with the customer to understand their needs and wants. From there we design a package utilizing experience, 3D software and seamless communication. This process involves our manufacturers, hydraulic control suppliers, our inhouse and Henderson vehicle designers and chassis supplier. During this process we look for efficiencies relating to safety, functionality and cost savings by bring all related parties together to ensure all related components and hydraulics work in sync with the chassis.</p> <p>We employ some of the industries leading and most creative technical sales representatives, drafts people and mechanics with years of experience. As well, we work with only the industries most respected equipment and hydraulic control system suppliers, all of which provide us with engineering and design support.</p> <p>Once we have designed our proposal, we then have another customer meeting to get their feedback and ideas. We would then discuss how to incorporate the feedback into the build. We are flexible, willing to listen and can ensure we can design a product that is perfect for our customer's needs. We have the ability to do this due to our years of experience, relationships, in house and vendor resources, and a desire to continuously improve and provide solutions that our customer can be proud of.</p> <p>The Falcon Group is committed to providing our customers, both external and internal, with consistently high levels of customer service. In the pursuit of our commitment, Falcon Group will strive to ensure that our products, services and facilities are provided in an accessible manner.</p> <p>Guidelines</p> <p>Following are the company customer service expectations separated by group then by specific criteria for each department. At the Falcon Group we will:</p> <ul style="list-style-type: none"> • Greet our customers in a courteous and professional manner. • Listen effectively to our customers' requests and promptly take necessary actions to assist them and keep our customers informed of unexpected delays in service. • Inform our customers of normal process time, when they can expect completion and any delays that may arise in the process; • Ensure the correct and complete information is relayed to the customer only after knowing the delivery or pricing details so as not to overpromise our goods or services; • Touch base with our customers to update them as to where we are in the process; • Respond to questions/requests within 24 hours during normal business hours; • Finish our encounters with our customers in a courteous timely and professional way.

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.	<p>Once a member has stated their intention with Canoe, a meeting will be arranged to answer questions and gather basic information.</p> <p>A Falcon account manager will be assigned to the member.</p> <p>The relevant equipment listed through Canoe would then be shared with the member</p>
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	Once membership with Canoe has been verified, the relevant equipment listed through Canoe would then be shared with the member
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.	Falcon Equipment does not currently offer an "e-marketplace platform"
4	In a case where one your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation?	We encourage the customer to work through the Canoe portal at: https://canoeprocurement.ca/members/ and contact an agent within Canoe

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.	As a part of Falcon's existing sales process weekly meetings are held between the director of sales and all of the sales account managers to go over all opportunities, leads and confirmed sales. This is primarily done via the reporting data exported from our CRM system Microsoft Dynamics. there is currently special attention paid to municipal and other government bids. With the success of being awarded a Canoe contract there will be additional structures added to our CRM allowing us to track all Canoe opportunities and report on them properly. All Canoe opportunity pricing prior to quoting will require the sign off from the director of sales to ensure that the proper pricing structure has been applied, and members are receiving the Canoe pricing. Pricing guidelines will be put in place, properly communicated and tracked with all account managers with sign off structures in place ensuring nothing is missed.
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	Falcon will utilize its current CRM software (Microsoft Dynamics). Falcon will track all opportunities with pertinent details (product offering details, detailed pricing, quotations, timeline to deliver, successful/unsuccessful status, source of referral and any other details such as competitor details). This will be provided to Canoe in the way of exported excel or PDF document. Falcon is willing to report in other formats that Canoe would like to see.
Provide the name and contact information of the person who will be responsible for reporting if awarded an agreement.	Joel Gibson jgibson@falconequip.com 604-888-5066 Office 604-868-1200
Do you allow public entities to order from multiple contracts and GPOs?	Falcon equipment is not currently working directly with any other Group Purchasing Organizations
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?	If this were to come to fruition Falcon would be willing to work with Canoe to have an open and transparent reporting process.

Value added goods and services

Question	Response *
Describe any other vehicle categories you offer not currently specified in the RFP.	The range in which we have covered off in the RFP, is a great representation of our product offering. One category that is not completely covered is our ability to add 'rail gear' an attachment to the truck chassis which allows a vehicle to operate and travel on rail. We also build to suit specific heavily customized rail trucks for a variety of railway related applications. Boss Railcar Movers is another product line we represent in Canada; Boss is a rubber-tired vehicle with railway attachments designed for connecting to and moving rail cars, it operates on the track as a rail car mover and with the rubber tires has the ability to drive off the track and allow a locomotive to hook up to heavier loads for longer hauls.
Describe any value added goods you offer.	Lighting accessories, attachments both hydraulic and fixed, snowplows, spreaders, a variety of lifting attachments, hydraulics for most all truck mounted equipment applications, toolboxes (both standard and custom), safety equipment, factory and aftermarket parts for all product lines we sell in almost any application.
Describe any value added services you offer.	Training programs, custom tailored orientations for one or multiple operators, financing options, rental equipment, mobile service, parts and service support, logistics support including short and long-haul transportation and customs documentation. Professional sales staff who take a collaborative approach and work with the client to provide custom tailored solutions. Large inventory of work ready equipment. In house drafting and design team. In house fabrication department. In house installation department.
Describe any other preferential rates or pricing structure included as part of your offering.	Volume discounts of 1-5 additional % on orders of five or more like units. In the case of supplied goods not on chassis ordered in volume added discounts of 1-5 % will be applied as well any freight efficiencies gained will be passed along to the client. Municipalities and approved organizations on a case by case basis will be given extended payment terms (Net 30 days) on capital.
Describe your pricing model when leveraging your dealer network (if applicable).	When added discounts or concessions from the manufacturer / dealer network we deal with is provided to Falcon those savings will be passed onto the end user.

Shop rates

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

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

Work Ready Packages

Proponents can offer work ready packages available for Members.

Package name and number	Package description
Crane truck - Class 5	Ford F550 Diesel / Day cab with Palfinger crane model PK7.001 B - manual control (3450lbs @ 12' / 1260lbs at 30ft) 10ft Flat deck - Steel bulkhead and wood deck
Crane truck - Class 5 Radio Remote	Ford F550 Diesel / Day cab with Palfinger crane model PK7.001 B - Radio Remote control (3450lbs @ 12' / 1260lbs at 30ft) 10ft Flat deck - Steel bulkhead and wood deck
Crane truck - Class 7	Freightliner M2 106 (33,000 GVW) Palfinger crane model PK13.501 C - Manual control (6300 lbs @ 14' / 1760 lbs at 41ft) 18ft Flat deck - Steel bulkhead and wood deck
Crane truck - Class 7 Radio Remote	Freightliner M2 106 (33,000 GVW) Palfinger crane model PK13.501 C - Radio remote control (6300 lbs @ 14' / 1760 lbs at 41ft) 18ft Flat deck - Steel bulkhead and wood deck

Crane truck - Class 8 Radio Remote	Freightliner 108SD (60,000 GVW) Palfinger crane model PK33.002 D - Radio Remote control (14,500 lbs at 12' / 3700 lbs at 48') 20ft Flat deck - Steel bulkhead and wood deck
Hooklift Truck - Cab Over - Class 5	Isuzu NRR Single with Palfinger T12 - 12,000 lbs capacity Hooklift Tow apron & brake controller
Hooklift Truck - Conventional - Class 5	Ford F550 Diesel / Day cab with Palfinger T12 - 12,000 lbs capacity Hooklift Tow apron & brake controller
Hooklift Truck - Class 7	F-750 Diesel Regular Cab Palfinger T22 - 22,000 lbs capacity Hooklift Tow apron & brake controller
Service Truck - Class 5 - International CV- T3255	International CV515 Palfinger Crane 6025H Wilcox Service body
Service Truck - Class 5 - Dodge 5500 - T3270	Dodge 5500 Stellar crane 5530 Wilcox Service body
Landscape Dump Box - Dodge - Class 5/6 - T3239	Dodge 5500 2' Cross box tool box 9ft Steel dump body - Beaurac
Dump Body - Class 5 - Cab Over / CREW - 11ft box - T3757	ISUZU NRR CREW CAB 2' crossbox tool box 11ft Steel dump body - Beaurac
Aerial Truck 37' - Class 5 - CREW Insulated - T3949	FORD F-550 CREW CAB 4X4 ETI ETC37IH Combination Articulating / Telescopic Shear Ball Insulated Boom Rotation Bearing Body Harness with Lanyard WORKING HEIGHT: 42' HEIGHT TO BOTTOM OF BUCKET: 37' STOWED HEIGHT: 10' Continuous Rotation Hoses Inside Boom Contained in Cat Trac Emergency Power at Basket Stop/Start at Basket
Aerial Truck 35' - Class 5 - REG CAB Non - Insulated	FORD F550 4X4 REG CAB 2023 ETI ETC35SN Combination Articulating / Telescopic Shear Ball Non-Insulated Boom Body Harness with Lanyard WORKING HEIGHT: 40' HEIGHT TO BOTTOM OF BUCKET: 35' Non-Continuous Rotation Hoses Inside Boom Contained in Cat Trac Emergency 24"x30" Bucket w/ LH Door 110V Power at Bucket Stop/Start at Basket
Aerial Truck 40' - Class 5 - REG CAB Insulated	FORD F-550 4x4 REG CAB ETI ETC40IH Continuous Rotation, Fiberglass Inner Boom, Hoses Inside Boom are Contained in a Cat Trac, Emergency Upper Boom Controlled Descent Valve, 400 lbs Bucket Capacity, Manual emergency lowering valve at bucket, Start/Stop at basket, 2-Speed Throttle at basket, Emergency Power at Basket, One centered in cab in view of driver One CS rear - right of Triple ID LIGHT, Side Box - Street SIDE: With stainless steel door rods and hinges, Spring loaded door holders for vertical and chains for horizontal doors, Master lock System with two Push-Pull handles at the rear, ICC Bum per 90W x13V-Receiver Tube Class IV rating WORKING HEIGHT: 44'9" GROUND TO BOTTOM OF BUCKET: 39'9" SIDE REACH WITH END MOUNT BUCKET: 29'6"
Landscape Dump Box - Class 5/6	F550 Diesel 4x4 Regular Cab Beau Roc 11' Ultra c/w 18" Fold Down Sides & Tarp Tow Apron & Brake Controller
Snow & Ice Truck - Class 5/6	F550 Diesel 4x4 Regular Cab Beau Roc 11' Ultra c/w 18" Fold Down Sides & Tarp Tow Apron & Brake Controller 10' Front V-Plow, 10' Stainless Steel Chain Driven Salt Spreader
Snow & Ice Truck - Class 7	Freightliner 108SD Single Axle (36,000# GVW) 12'6" Beau Roc Dump Body, Henderson 11' FSH Sander Henderson Reversing RSP Front Plow & Hitch, Monashee UBP1000 Fixed Angle Underbody Plow. Centralized Hydraulics Kit with Spreader Controller
Snow & Ice Truck - Class 8	Freightliner 108SD Tandem Axle (60,000# GVW) 16'6" Beau Roc Dump Body, Henderson 15' FSH Sander Henderson Reversing RSP Front Plow & Hitch, Monashee UBP1000 Fixed Angle Underbody Plow. Centralized Hydraulics Kit with Spreader Controller
Utility Bucket Truck - Class 6	F550 Diesel 4x4 Regular Cab 40' Working Height, NON Insulated aerial bucket truck 9' Aerial Service Body with storage packs, towing & base lighting
Utility Bucket Truck - Class 6	F550 Diesel 4x4 Crew Cab 42' Working Height, Insulated aerial bucket truck 9' Aerial Service Body with storage packs, towing & base lighting
Service Truck - Class 5 - Ford F550 - T3037	Ford F550 Palfinger crane 5025 Wilcox Service body 60" CA

Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

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

Delivery and pricing details

Line Item	Question	Response *
1	As applicable, present additional pricing details including any volume discounts, additional discounts or rebates or incentives, etc.	For orders of 5 or more like units' volume discounts will be applicable. additional discounts will range f on the specific product category. The discounts can be given in the way of rebate, cost reduction or future credits to be applied towards purchases or services provided by Falcon Equipment LTD.
2	Explain your delivery or courier model.	We use bonded and insured third party delivery services and couriers, all products are fully insured until they reach the end user and are accepted.
3	Explain your delivery costs if any, as well as any related geographical restrictions.	Our pricing is FOB the branch location the unit is being ordered from, or in the case of work ready inventory FOB the current location of the completed built unit.
4	What is your payment term? Do you offer incentives for early payments?	Dependent on the customer and their standings at time of sale our terms range from COD to net 30 days. In some specific instances progress payment schedules may be agreed upon and or early payments resulting in a discount to the customer.
5	Outline how prices may be subject to change over the term of the agreement.	Currency fluctuations, global events affecting supply chain (freight, availability of goods, goods shortages, tariffs, border restrictions). Manufacturer price increases, new duties being introduced, chassis supplier price increases.

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](#) - Falcon Equipment Warranty Policy.pdf - Monday November 25, 2024 15:19:29
- [Information on goods offered - optional](#) - Info on Goods and Services.pdf - Monday November 25, 2024 15:20:33
- [Hot item list and prices - optional](#) - [2023] International CV515 4X4 - Wilcox Service Body w Palfinger PCS6025 T3254.pdf - Monday November 25, 2024 15:27:07
- [Additional Document](#) - About Falcon Equipment Ltd.pdf - Monday November 25, 2024 15:26:18

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.ns/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.

- Joel Gibson, Director of Sales , Falcon Equipment

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



Falcon Equipment Ltd. 18412 – 96th Avenue, Surrey BC V4N 3P8
P. (604) 888-5066 Toll Free. 1-866-888-9989
F. (604) 888-3587
www.falconequip.com

Warranty Policy

Falcon Equipment Ltd. (hereafter called “Falcon”) warrants that all equipment manufactured by Falcon to be free of defects in material and workmanship for a period of 12 months from date of delivery. This warranty will be void as a result of abuse, neglect, and damage due to improper application or unauthorized repair or alterations.

Falcon further agrees to administer warranties in conjunction with and on behalf of selected manufacturers of equipment, parts, components, and accessories supplied but not manufactured by Falcon. Coverage will be subject to the stipulations outlined in each OEM vender’s warranty statement. All items that are not covered by said manufacturer’s warranty statement will be considered customer billable (oil, shop supplies, freight, etc.).

Falcon specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, down time, lost good will, cost of capital, cost of substitute goods or services, or for any other types of economic loss, or for claims of purchaser’s customers or third party for any such damages, costs or losses.

Falcon and its suppliers also reserve the right to make changes in design, materials, and specifications and to make product changes without incurring any liability or obligation with respect to products previously manufactured.

Warranty Repair Location

All eligible warranty repairs are to be performed at the FOB regional branch or at an approved location as assigned by Falcon Warranty. All off-site repairs performed by Falcon employees will be subject to customer billable travel and associated expenses. Repairs performed outside of normal business hours will also be subject to a customer billable sur-charge.

Warranty Repair Procedure

Warranty repairs will only be performed at a Falcon facility, or an entity authorized by Falcon Warranty Administration.

All warranty repairs must be pre-authorized by Falcon Warranty and will require written authorization prior to proceeding with any repair.

Falcon assumes no responsibility for any costs associated with unauthorized repairs.

Warranty Enquires – please contact: warranty@falconequip.com

Schedule “B1”

PRICING

Schedule “C”

MARKETING AND PROMOTION OF AGREEMENT

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

Schedule "D"

SAMPLE SALES REPORT



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

CANOE SUPPLIER ADMIN FEE TEMPLATE
 Monthly Submission of Data Required

Member Number	Member Name	Province	Branch (if applicable)	Date of Purchase	Transaction Date	Accounting Date	PO #	Invoice #	Item Description	Category (Parts / Labour / Service)	Item cost	Miscellaneous	Freight	Subtotal	PST	GST/HST	Total Invoice	Amount eligible for Admin Fee	Admin Fee Rate	Admin Fee to Canoe
AB1603	SAMPLE ONLY County of your County	AB	ED	3/5/2024	3/5/2024	3/5/2024	555662	9955623	Pens	Parts	5.32	-	-	5.32	-	0.27	5.59	5.32	5.00%	0.27
AMM5002	SAMPLE ONLY RM of your town	MB	WN	2/1/2024	2/25/2024	3/1/2024	TR33556	9955624	Trays	Parts	552.30	0.20	0.50	553.00	33.18	27.65	613.83	552.30	5.00%	27.62
SAR1222	SAMPLE ONLY Town of At Home	SK	RG	12/23/2023	1/31/2024	3/1/2024	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