Contract Number: CAN-2024-010-RAM

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:	Range Mobility Inc.	
Supplier Corporate Jurisdiction:	125 61st Ave SE, Calgary AB T2H 0R4 (the "Supplier"), as of	
	(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 <u>not</u> include:

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

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

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

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

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

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

"FOIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, Chapter F-25, as amended or superseded.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Term

This Agreement comes into effect on the Effective Date and shall continue in force for **until 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
- 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:

Range Mobility Inc

Attention: Craig Mannell Tel: 403-730-2130

Email: Craig@rangemobility.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

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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.

By: Tyler Hannemann

Name: Tyler Hannemann

Title: General Manager, Canoe Procurement Group

Supplier Legal Name: Range Mobility Inc

_{Bv:} Craig Mannell

Name: Craig Mannell Title: Vice President

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

Does your company conduct

business under any other name? If

yes, please state:

Range Mobility

125 - 61st ave SE

Address:

Calgary, Alberta T2H 0R4

Contact: Craig Mannell

Email: Craig@rangemobility.com

Phone: 403-730-2130 Fax: 403-730-2137 HST#: 859640393

Submission Details

Created On: Wednesday October 30, 2024 07:25:10
Submitted On: Monday November 25, 2024 08:56:22

Submitted By: Craig Mannell

Email: Craig@rangemobility.com

Transaction #: 3bf0ca1f-7321-4271-9d07-9f81c62eb706

Submitter's IP Address: 184.70.205.206

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):	Range Mobility Inc
2	Proponent Address:	125 61st Ave SE, Calgary AB T2H 0R4
3	Proponent website address:	www.rangemobility.com @rangemobility
	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Craig Mannell Vice President Craig@angemobility.com 403-730-2130
5	Proponent's primary contact for this proposal (name title address email address & phone):	Craig Mannell Vice President Craig@nagemobility.com 403-730-2130
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	N/A
7	Proponent GST registration number:	859640393
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.	Range Mobility Inc. is an Alberta-incorporated (2007), Canadian-owned and COR Certified company that specializes in bumper to bumper, beginning to end of lifecycle fleet services upfitting and maintenance. Range distributes product for a variety of manufacturers including Gamber-Johnson and PMT, some of the largest suppliers of "in vehicle" mounting equipment in North America. Range also represents related technology companies such as Kustom Signal, Federal Signal, LGS, Safety Vision, Trip Spark, Westin, Warm, Tuffy, Blac-Rac, Whelen Engineering, Code 3, ECCO, Setina, Troy Products, American Aluminum, LIND Electronics and Havis to customers across Canada.
		Based in Calgary, Alberta, Range Mobility has historically focused on developing the Alberta market, but in the past several years has also made significant strides in securing business outside of the province. Range has provided installation services to national entities on a number of occasions, encompassing work at a multitude of locations in every province across Canada.
		In late 2012, Range Mobility relocated to a new facility that significantly enhanced vehicle throughput capacity, as well as provided a superior workspace. The facility includes 9 installation bays with automatic overhead doors, a fabrication shop, a large, fenced yard with 24/7 video surveillance and password protected gate, as well as an improved, streamlined storage space. In 2022 Range Mobility expanded it's fleet services offering with our new Mechanical Fleet Maintenance department, offering a comprehensive mechanical fleet services offering. This includes regular maintenance, diagnostic, fleet tires, brakes, oil changes and more.
		In conjunction with providing unparalleled products and installation, Range Mobility also strives to provide the safest work environment for our staff, while going above and beyond the minimum legislated requirements. In 2017, we hired a full time Health & Safety Coordinator to ensure a comprehensive health and safety management system. Range Mobility is proud to announce that we have obtained our COR certification for the Health & Safety of our employees, contractors and customers.
		Core Values:
		Reputable - We go above and beyond minimum standards in every aspect of our business
		Accountable - From the leadership team, to our employees and customers
		Collaborative - It takes the entire team, every time
		Experts - We are the best at what we do and learning never stops
		Get it Done - The way we do anything is the way we do everything
		Adaptable - Things change and we grow with every new challenge
		Our Purpose:
		To provide an atypical, inclusive community where our people and customers feel taken care of
		Our BIG Vision:
		We are poised to become the leading fleet services company in Western Canada, providing superior upfitting and mechanical maintenance services.
	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	N/A
	,	

Bill S-211 declaration

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

Line Item	Bill S-211	Answer*
	Does the Proponent identify itself as an "entity" as defined under the Fighting Against Forced Labour and Child Labour in Supply Chains Act or "Bill S211"? As per Bill S211 an "Entity" means a corporation or a trust, partnership or other unincorporated organization that (a) is listed on a stock exchange in Canada; (b) has a place of business in Canada, does business in Canada or has assets in Canada and that, based on its consolidated financial statements, meets at least two of the following conditions for at least one of its two most recent financial years: (i) it has at least \$20 million in assets, (ii) it has generated at least \$40 million in revenue, and (iii) it employs an average of at least 250 employees; or (c) is prescribed by regulations.	C Yes
	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.	

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	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?	C Yes ← No
	Does your business either,	
	i. has its headquarters or main office in Ontario, or	
	ii. has at least 250 full-time employees in Ontario at the time of the applicable procurement process.	

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	© Yes ○ No	€ Yes € No	
2	British-Columbia	© Yes ○ No	c Yes c No	
3	New-Brunswick	© Yes ○ No	€ Yes € No	
4	Manitoba	© Yes ○ No	€ Yes € No	
5	Newfoundland and Labrador	© Yes ○ No	€ Yes € No	
6	Northwest Territories	© Yes ○ No	© Yes ○ No	
7	Nova-Scotia	© Yes ○ No	€ Yes € No	
8	Nunavut	© Yes ○ No	G Yes C No	
9	Ontario	© Yes ○ No	€ Yes € No	
10	Prince Edward Island	© Yes ○ No	€ Yes € No	
11	Québec	© Yes ○ No	© Yes ○ No	
12	Saskatchewan	© Yes ○ No	G Yes C No	
13	Yukon	© Yes ○ No	€ Yes € No	

Experience and expertise

Line Item	Question	Reponse *
1	Provide a high level description of your offering.	Range Mobility provides fleet specific aftermarket upfitting and mechanical fleet maintenance services. We provide services such as Prisoner containment, computer docking stations, center consoles, push bumpers, emergency and amber lighting solutions, storage solutions, mobile communication systems, electrical diagnostics, fleet tires/national account servicing, in-vehicle camera systems, in-vehicle radar system and more.
2	What is your Canadian public sector market share for	We offer a complete 360 degree vehicle offering with start-to-end lifecycle servicing and repair of the vehicles. We would estimate our market share at 10%. For context, we provide 100% of the fleet upfitting for Alberta Health Services and an estimated 10-20% of
•	the solutions you are proposing?	their mechanical fleet maintenance for the Province of Alberta.
3	What do you consider to be the top three market differentiators of your products/services relative to this	Design - We work with the customers to design their vehicle solutions from scratch to fit their specific wants and needs
	solicitation?	Build - We have the expertly trained staff to provide the installation for everything we provide
4	Describe the depth and breadth of your experience with municipal markets.	Service - We will service, maintain and repair the vehicle(s) for their entire lifecycle, including end-of-life decommissioning services. Range Mobility has over 18 years of experience working with municipal agencies across Canada with strong exposure in Western Canada.
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	We have always participated in group purchasing agreement with the Government of Alberta. We currently have a supple arrangement (C11890) with the Procurement Services Branch of the Government of Alberta
6	Describe your knowledge of Canadian regulatory environment and standards related to fleet upfitting	Key Regulatory Bodies and Standards:
	services.	Transport Canada: - Governs vehicle safety standards under the Motor Vehicle Safety Act (MVSA) Ensures upfit modifications comply with Canadian Motor Vehicle Safety Standards (CMVSS), such as lighting, braking systems, and crashworthiness.
		Provincial Regulations: - Each province or territory enforces specific rules related to vehicle inspections, emissions, and commercial vehicle operation.
		Fleet Upfitting-Specific:
		- Electrical Systems and Upfitting: Upgrades to electrical systems (e.g., emergency lighting, communication equipment) must meet TC and local regulations for wiring, circuit protection, and electromagnetic compatibility. - Fire and Emergency Vehicle Standards: Upfitting emergency vehicles requires adherence to standards like the National Fire Protection Association (NFPA) guidelines or equivalent Canadian standards.
		Liability and Documentation: - Proper documentation of modifications is essential to demonstrate compliance in case of audits or accidents. Upfitters must maintain records of parts used, testing conducted, and certifications issued. If you are involved in fleet upfitting services, understanding and staying updated on these regulations is crucial to ensure the legality and safety of our services.
7	Explain how your company ensures the upfitted vehicles	As per #6, Range Mobility has designed internal best practices and Standard Operation Procedures in order to comply with the guidelines listed.
	meet necessary safety and compliance requirements of public clients.	Range Mobility also invests significant time and resources in the training of our staff. We currently have 3 licensed Canadian Red Seal Automotive professionals and 8 EVT's (Emergency Vehicle Technicians) on staff.
8	Describe your company's sales force.	We are a medium company with individual sales reps;
		Sales Representatives:
		Act as the frontline, engaging directly with customers to sell products or services. May focus on outbound sales (proactively reaching out to prospects) or inbound sales (responding to leads). Typically manage a combination of lead generation, relationship building, and closing deals.
9	Describe your conpany's distribution network.	Suppliers and Procurement
		Reliable Suppliers:
		- Range Mobility has partnerships with manufacturers and distributors that can meet high-quality standards and supply products in bulk for large-scale orders. We ensure that suppliers provide certifications or documentation required for government or municipal contracts (e.g., safety standards, environmental compliance).
		Backup Suppliers:
		- We often have secondary suppliers to mitigate risks of shortages or delays or to control costs
		2. Warehousing and Inventory Management
		Centralized Warehousing:
		- We have a strategically located facility to store inventory, allowing quick access for bulk shipments to businesses or government clients.
		Dedicated Storage for Contracts:
		- For government or municipal contracts, Range Mobility has the ability to store items separately or labeled specifically for compliance.
		Inventory Management System:
		- Range Mobility uses software to track stock levels, prevent shortages, and fulfill large purchase orders efficiently
		3. Transportation and Logistics
		In-House Fleet:
		- When Range Mobility is serving local or regional clients, an in-house team and our company vehicles ensure control over delivery schedules and reliability.
		Third-Party Logistics (3PL):
		- Outsourcing to logistics companies for long-distance or high-volume deliveries or drop shipping to customers
		Specialized Transportation:
		- For sensitive or high-value items (e.g., emergency vehicles or equipment), ensure proper packaging, secure transport, and tracking.
		Delivery Schedules:
		- Flexible delivery options to align with municipal or business working hours and contract requirements.
		4. Contract and Bid Management
		Bid Management:
		- A team or system to handle bids and proposals for government contracts, ensuring all specifications are met.
		Contract Fulfillment:
		- Ensure the ability to deliver within the agreed timeline and scope, including penalties for delays or deviations.
		5. Post-Sale Support and Maintenance
		After-Sales Service:
		- Provide maintenance, repairs, or additional services for products, especially for government and municipal contracts.
		Warranty Management:
		- Efficient handling of warranty claims or replacements.

Program offering

Describe your plumbing supplies offering.

Question	Reponse *
Describe your fleet customization capabilities	Range Mobility offers the following types of services for Emergency, Commercial and Trades related fleets:
	- Full scope of emergency vehicle equipment (Lights/Sirens/Storage/Communication/Weapon Mounts) - Full scope of installation services for our entire product offering
	- Electrical troubleshooting and diagnostic
	- Full scope of Mechanical maintenance and repair services - Fleet Tire programs
	- Public Transit fixed route installations - Public Transit fare collection installations
	- Student Transportation camera system installations
Describes and the desire and the des	- Mobile radar and speed detection products
Describe your supply chain and logistics capabilities, including relationships with key suppliers, ability to	1. Key Supply Chain Components
source materials, chassis and equipment efficiently.	Specialty Equipment Suppliers: - Relationships with vendors supplying emergency lighting, sirens, communication equipment, and other upfitting components. Contracts or preferred agreements with suppliers for consistent pricing and reliable delivery times.
	Parts and Materials Providers: - Partnerships with trusted suppliers for mechanical components (e.g., brakes, engines, transmissions), consumables (e.g., filters, fluids), and fabrication materials
	Supplier Diversification: - A diversified supplier base to mitigate risks from shortages or delays, ensuring backup options for critical components like chassis and specialized equipment.
	Sourcing Capabilities:
	Equipment and Parts Sourcing: - In-depth knowledge of the supplier landscape to identify cost-effective and high-quality parts. Leverage supplier relationships for priority access to limited or high-demand items, such as emergency vehicle components.
	Local and Regional Sourcing: - Prioritize local suppliers for standard components to reduce lead times and shipping costs. Regional suppliers for specialized items, balancing cost and availability.
	Global Sourcing (if applicable):
Describe your logistics strategy for sale and delivery	- Ability to source niche or specialized items internationally, ensuring compliance with Canadian import regulations. Logistics Capabilities
(distribution) of up fitted vehicles for the region(s) included in your proposal.	Inbound Logistics:
mouded in your proposal.	- Coordinated shipments from multiple suppliers, ensuring components arrive on time for builds or repairs. Use of consolidated shipping methods for efficiency or expedited shipping options when timelines are critical (e.g., for emergency vehicle builds).
	Internal Logistics: - Streamlined processes for receiving, inspecting, and storing materials or components Efficient allocation of parts and equipment to service bays or build areas.
	Outbound Logistics:
	Delivery of Completed Vehicles: - In-house or contracted delivery options for completed emergency vehicles or fleet units to customers Coordination with clients for seamless delivery and any required testing or inspection before handoff.
	Fleet Service Support: - Ability to mobilize repair or service parts quickly for customer fleets to minimize downtime.
Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles using a relationship with dealer network (if applicable).	N/A
Describe your after-sales service and support offerings, including maintenance, repairs, and technical assistance.	Range Mobility's after-sales service and support offerings are designed to ensure customer satisfaction and vehicle reliability throughout the product lifecycle. We provide comprehensive maintenance and repair services for fleet vehicles and emeragency builds, focusing on minimizing downtime and maximizing operational efficiency. Our skilled technicians offer routine servicing, diagnostics, and repairs, including specialized work for emergency systems like lighting, sirens, and communication equipment. We also provide technical assistance to address urgent issues, including remote troubleshooting and on-site support when needed. Additionally, we maintain a well-stocked inventory of critical parts to enable fast turnaround times and offer warranties on our work, ensuring peace of mind for our clients. This proactive, customer-centric approach reinforces our commitment to keeping your fleet and emergency vehicles running at peak performance.
Describe your project management processes, including their ability to handle large-scale projects, manage timelines, and stay within budget.	Range Mobility's project management processes are tailored to efficiently handle large-scale fleet and emergency vehicle projects while maintaining strict control over timelines and budgets. Utilizing Shop Monkey, our operations are streamlined through centralized tracking of vehicle service history, project milestones, and resource allocation. Our approach begins with comprehensive project scoping, including detailed client consultations to define requirements, budgets, and deadlines. We leverage Shop Monkey to schedule and prioritize tasks, ensuring smooth workflow and proactive resource management.
	Each project is monitored in real-time, enabling our team to address potential bottlenecks or delays immediately. Detailed service histories allow for precise cost tracking and adherence to budget limits, while periodic updates ensure client alignment throughout the process. Whether coordinating complex emergency vehicle builds or managing fleet-wide upgrades, our team's disciplined processes, supported by Shop Monkey, enable us to deliver high-quality results on time and within budget, ensuring client satisfaction and operational excellence.
Describe your communication and coordination capabilities with multiple stakeholders.	Range Mobility's communication and coordination capabilities are designed to streamline collaboration with multiple stakeholders, ensuring clarity and alignment at every stage of a project. Using tools like Shop Monkey and customer relationship management (CRM) systems, we maintain centralized records of project updates, service history, and client interactions, allowing seamless sharing of information across teams and with external partners. Our project managers serve as primary points of contact, coordinating between suppliers, technicians, and clients to ensure all parties are informed of timelines, milestones, and changes. Regular progress reports, transparent cost tracking, and proactive scheduling of meetings ensure that government agencies, municipalities, and business clients remain engaged and confident throughout the project. This structured approach to communication minimizes delays, fosters collaboration, and guarantees successful outcomes for all stakeholders.
Summarize the innovation and use of the latest technologies in vehicle upfitting.	Range Mobility leverages cutting-edge innovations and the latest technologies to deliver exceptional vehicle upfitting and fleet services. Our use of Shop Monkey streamlines operations by centralizing service histories, tracking project milestones, and enhancing efficiency in managing timelines and budgets. We prioritize advanced training for our technicians, including Emergency Vehicle Technician (EVT) certifications and electric vehicle (EV) training, equipping them to handle complex integrations like emergency lighting, communication systems, and EV-specific components. Additionally, our team includes Canadian Automotive Red Seal-certified technicians, ensuring the highest standard of craftsmanship and compliance with national industry standards. These innovations and technologies enable us to provide reliable, state-of-the-art solutions tailored to the evolving needs of our clients.
Explain how advanced technologies, such as telematics, GPS, and alternative fuel systems are incorporated into your service offering.	At Range Mobility, we integrate advanced technologies such as telematics and GPS tracking systems into our service offerings to provide clients with tailored, proactive fleet management solutions. Our preventative maintenance packages are custom-designed to align with each customer's specific operational needs, leveraging GPS tracking to monitor vehicle usage in real-time. These systems automatically generate notifications when vehicles approach scheduled maintenance milestones, such as oil changes, inspections, or component replacements, ensuring no service is overlooked.
	This technology also tracks key performance data, including mileage, engine hours, and diagnostic alerts, enabling us to address issues before they escalate into costly repairs. By automating maintenance reminders and syncing them with our service scheduling platform, such as Shop Monkey, we help clients optimize fleet uptime, extend vehicle lifespan, and reduce operational costs. This combination of telematics and personalized maintenance programs demonstrates our commitment to delivering efficient, data-driven solutions for modern fleet operations.
	N/A - i do not see a question next to this box but it requires text to consider this form filled.

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.	Range Mobility is well-positioned to meet the needs of CANOE Members across Alberta and Canada by offering a comprehensive suite of sales, distribution, and service capabilities tailored to fleet and emergency vehicle needs. Below is a detailed breakdown of our capabilities: 1. Sales Force:
	Sales force. Dealer Network or distribution methods. Service personnel/teams.	Our sales force is experienced in B2B and government procurement, specializing in custom solutions for fleets and emergency vehicles. We focus on providing personalized consultations to understand client needs and deliver tailored recommendations. Sales representatives are strategically located in Calgary and service surrounding areas while being equipped to support clients remotely across Alberta and Canada using virtual tools and digital platforms.
	Please include details, such as the locations of your network of sales and service providers, and any overlap between the	2. Dealer Network and Distribution Methods:
	or sales and service providers, and any overlap between the sales and service functions.	Range Mobility operates a medium-sized warehouse in Calgary as the central hub for inventory and distribution, supported by strategic partnerships with key suppliers across Canada and the United States. These partnerships ensure consistent availability of high-priority and common items, such as chassis, emergency vehicle systems, and mechanical components.
		We utilize efficient logistics networks to distribute products and services:
		Within Alberta: Local distribution is handled via our own fleet or reliable third-party couriers, ensuring same-day or next-day deliveries for critical items.
		Across Canada: We leverage national shipping carriers for wider reach, with lead times of 4-6 weeks for Canadian-sourced products and 12-16 weeks for U.Ssourced items.
		CANOE-Specific Services: As a trusted supplier to municipalities and government agencies, we are equipped to deliver products and services directly to CANOE members' locations, ensuring compliance with their unique procurement requirements.
		3. Service Personnel/Teams:
		Range Mobility's service teams are comprised of highly skilled technicians, including Red Seal-certified automotive professionals, Emergency Vehicle Technicians (EVT), and specialists trained in electric vehicle (EV) maintenance and upfitting. These teams operate out of our Calgary-based facility, where we provide a full range of services, from preventative maintenance to complex emergency vehicle upfits.
		- Mobile Support: To meet the needs of remote CANOE members, our service personnel can mobilize to client sites for routine maintenance, repairs, or emergency service, minimizing vehicle downtime. - Overlap Between Sales and Service: The sales and service teams work in tandem to ensure customer needs are fully understood and addressed, from
		project scoping to post-delivery support. Service personnel provide technical insights during the sales process, ensuring accurate solutions and long-term satisfaction.
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.	If successful in this solicitation, Range Mobility will implement a targeted engagement and marketing strategy to connect with CANOE members and their diverse stakeholders. We will leverage social media platforms to share tailored content, such as success stories, fleet optimization tips, and emergency vehicle innovations, aimed at municipal leaders and fleet managers. Our blog posts will provide in-depth insights on industry trends, best practices, and Range Mobility's unique capabilities, establishing us as a trusted knowledge resource. Additionally, email campaigns will deliver personalized updates, promotional offers, and service reminders to keep CANOE members informed and engaged. To further enhance stakeholder interaction, we will participate in CANOE events, webinars, and regional conferences to build relationships and demonstrate our commitment to meeting their specific needs. This multi-channel approach ensures effective communication and value delivery to all stakeholders involved.
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?	We expect CANOE to play a pivotal role in demonstrating the value of the contract by actively promoting the benefits of group purchasing to its members and facilitating clear communication between vendors and stakeholders. This includes highlighting the cost savings, streamlined procurement processes, and reliable vendor partnerships available through the program. CANOE's support in organizing educational webinars, sharing success stories, and providing marketing materials will help build member trust and engagement. Additionally, CANOE's ability to act as a liaison between vendors and its network will ensure mutual understanding and foster a collaborative approach to delivering value across the board.
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.	To train our sales force and distribution network on the value of utilizing the CANOE contract, we will leverage CANOE's resources, such as webinars, case studies, and procurement guides, to provide in-depth knowledge of group purchasing benefits for public sector and non-profit clients. Training will include monthly team ELT meetings to discuss learned material. Sales representatives will receive tailored materials and ongoing support to ensure consistent messaging and alignment with CANOE's objectives.
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.	Our approach to a successful start-up and implementation plan for the CANOE contract focuses on thorough planning, continuous engagement, and proactive monitoring. During the initial phase, we will conduct internal strategy meetings to align teams, outline deliverables, and establish clear timelines for implementation. Regular check-ins with customers will ensure their needs are being met, and their feedback will guide improvements. To monitor contract use, we will deploy email surveys and satisfaction metrics, while utilizing project management tools, such as Shop Monkey, to track milestones and performance. Quarterly contract performance reviews will evaluate outcomes, identify opportunities for better promotion, and adapt strategies as needed. This comprehensive, customer-centric approach ensures smooth implementation and sustained suscess.
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?	We will monitor the adoption and utilization of the CANOE contract by our sales and distribution network through robust data tracking and key performance indicators (KPIs). Using tools like Shop Monkey, we will track purchases per customer to measure engagement with the contract and identify trends in buying behavior. Shop utilization rates will help us assess how effectively our services are being utilized by CANOE members, ensuring operational efficiency and capacity alignment. Additionally, we will monitor individual vehicle history and warranty repair rates to evaluate the quality and reliability of our services, identifying opportunities to improve or refine our offerings. These KPIs will be reviewed in monthly internal strategy meetings, with findings shared across teams to ensure consistent alignment and targeted improvements in contract promotion and adoption.
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.)	Range Mobility is fully committed to supporting CANOE member engagement events as a means to strengthen relationships, demonstrate our value, and promote the benefits of group purchasing. We will actively participate in reverse trade shows, conventions, and educational offerings to connect directly with members, showcase our expertise, and stay informed about their needs. Additionally, we are open to sponsoring events such as golf tournaments and retreats to support CANOE's initiatives and foster collaborative relationships within the network. By dedicating resources to attend and sponsor these events, we aim to build trust, enhance visibility, and further establish our role as a reliable and engaged partner for CANOE members.
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.	Range Mobility has built strong industry and association partnerships that enhance our ability to promote the CANOE contract effectively across Canada. Over the years, we have actively supported and sponsored community events, such as the Beacons of Hope Charity, which aligns with our commitment to fostering community well-being. Our engagement with Skills Canada Alberta and Skipping Stone highlights our dedication to workforce development, showcasing our expertise and building relationships with emerging industry professionals while creating and fostering an ever evolving, safe and inclusive workforce.
		Additionally, we have partnered with the Hands Together for a Cure, Calgary Youth Foundation and Alberta Association of Community Peace Officers, demonstrating our support for organizations that align with CANOE's focus on serving municipalities and public sector clients. We also collaborate with multiple non-profit charities across Alberta, leveraging these partnerships to engage with diverse stakeholders and amplify the value of group purchasing through the CANOE contract. These relationships allow us to connect meaningfully with communities, increase awareness of our offerings, and solidify our position as a trusted partner in the industry

Supply chain reliability and details

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	Range Mobility's inventory capacity and management strategies are designed to efficiently support our fleet and emergency vehicle upfitting services. With a medium-sized warehouse in Calgary, we maintain a well-organized storage system that ensures quick access to critical parts, tools, and materials for repairs and builds. Our inventory management strategy includes a mix of just-in-time ordering and buffer stock for high-priority and commonly used items, which helps minimize excess inventory while ensuring parts are available when needed.
		We rely on strategic partnerships with key suppliers to maintain strong inventory levels, particularly for high-demand components like emergency vehicle systems, and mechanical parts. These partnerships allow us to prioritize orders and secure fast delivery times, ensuring that we can meet customer deadlines and keep projects moving forward. By leveraging these relationships, we can access the latest parts and technologies, providing our clients with high-quality solutions while keeping our own stock levels optimized for efficiency and cost-effectiveness.
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	At Range Mobility, we carefully manage lead times for order fulfillment to ensure timely delivery of services and products to our customers. For items manufactured in the USA, we typically experience 12-16 weeks lead times due to shipping and customs processes. For components manufactured or distributed within Canada, lead times are generally shorter, around 4-6 weeks, depending on availability and shipping logistics.
		To enhance our supply chain resilience, we have implemented several key contingency measures to mitigate potential disruptions. This includes maintaining strong relationships with our manufacturer and distribution partners, who often adjust their ordering and inventory levels based on fluctuations in international economic markets, such as raw material shortages or shipping delays. By staying closely aligned with these partners, we can anticipate changes in lead times and adapt our inventory planning accordingly.
		In addition, we maintain buffer stocks for high-priority items and critical components to prevent delays in fulfilling urgent orders. Should a supply disruption occur, we activate backup supplier relationships or expedite orders for essential materials. We also regularly assess and update our contingency plans, factoring in potential geopolitical or economic shifts that may impact global supply chains. These proactive measures ensure that we can continue providing high-quality service to our clients, even during periods of uncertainty in the broader supply chain landscape.
3	Explain your shipping and delivery details, timelines including any exceptions.	At Range Mobility, we have established efficient shipping and delivery protocols to ensure timely and reliable service for our clients. For standard deliveries, we coordinate closely with our suppliers and shipping partners to ensure that materials and parts arrive within the expected lead times—typically 12-16 weeks for items sourced from the USA and 4-6 weeks for products manufactured or distributed within Canada.
		For local deliveries within Calgary and surrounding regions, we use our own fleet or reliable third-party couriers, ensuring fast and efficient deliveries directly to client sites or our own service areas. Local deliveries are generally scheduled to match clients' operational needs, and we aim for same-day or next-day delivery when possible, especially for critical parts or emergency vehicle components.
		For international shipments, we carefully manage potential delays related to customs processing and international shipping constraints. Any disruptions in these areas, such as port congestion or customs issues, may affect delivery times, especially for products sourced from the USA. In such cases, we proactively communicate with our customers to provide updates and adjust delivery schedules accordingly.
		We also account for exceptions in shipping, such as extreme weather events, customs holds, or unforeseen global disruptions, and have contingency plans in place to minimize delays. These exceptions may temporarily extend lead times, but we work closely with clients to provide alternate solutions or expedite the shipping process where feasible. Throughout the entire shipping and delivery process, Range Mobility ensures that customers are kept informed with timely updates, so they can plan effectively for maintenance or upfitting services.

Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Reponse *
1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	Range Mobility offers a comprehensive manufacturer warranty program to ensure that the products we sell and the services we provide meet the highest standards of quality and performance. As an authorized warranty facilitator for all the products we sell, we handle warranty claims directly with manufacturers, streamlining the process for our customers and ensuring that claims are resolved quickly and efficiently.
		Conditions and Requirements: - To qualify for warranty coverage, products must be installed according to manufacturer guidelines and must not have been subject to negligent, willful damage, or manipulation by the customer. Warranty coverage applies only to products that fail due to defects in materials or workmanship, not damage caused by improper use or external factors beyond our control.
		Claims Procedure: - If a product covered under warranty fails, customers can simply contact Range Mobility directly. Our team will assess the issue, verify that it meets the warranty criteria, and initiate the warranty claim process with the manufacturer. This may involve providing documentation such as purchase invoices, proof of installation, and photographs of the failure. We will handle all the necessary paperwork and communication, ensuring a smooth claims experience for the customer. If the claim is approved, we will facilitate the repair, replacement, or refund of the defective product.
		Lifetime Labour Warranty on Installations In addition to the manufacturer's warranty, Range Mobility provides a 100% lifetime labor warranty on any installation services we perform. If any item we have installed fails as a direct result of our installation practices, we will cover the cost of repairs or replacements at no charge to the customer. This lifetime warranty underscores our commitment to the quality and reliability of our workmanship and ensures peace of mind for our customers.
		Exclusions from Warranty Coverage The only exceptions to our warranty coverage include cases where products or services have been negligently, willfully damaged, or manipulated by the customer. Any alterations or improper handling by the customer that affect the functionality or safety of the product or installation would void the warranty.
		Overall, Range Mobility's warranty program is designed to provide customers with confidence in both the products they purchase and the services we provide, ensuring that any issues are addressed promptly and effectively.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	N/A
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	At Range Mobility, our customer service program is designed to provide exceptional support and ensure a seamless experience for our clients, from the initial consultation through to post-service follow-ups. We are committed to addressing any questions or concerns promptly, and our response time is guaranteed within 24 hours for all customer inquiries, whether they are related to service requests, product issues, or general support.
	any incentives that help your providers meet your service goals or promises.	Process and Procedure
		Initial Contact:
		- Upon receiving a customer inquiry, whether through phone, email, or our website, our customer service team quickly assesses the request and logs it into our system for tracking. We prioritize clear communication and ask relevant questions to understand the issue or need fully.
		Acknowledgment:
		- We acknowledge every inquiry within 24 hours, confirming receipt of the request and providing an estimated timeline for resolution. If the issue requires further investigation or collaboration with other departments (e.g., technical support, warranty claims), we ensure that the customer is kept informed about the status.
		Resolution or Escalation:
		- We aim to resolve most issues at the first point of contact. However, if the inquiry involves complex technical problems or specific warranty claims, it is escalated to the appropriate team or manufacturer as necessary. Our commitment to getting it right means that we do not consider an issue resolved until we have fully addressed the customer's concerns to their satisfaction.
		Follow-Up:
		- After a solution has been provided, we conduct a follow-up to ensure the customer is happy with the resolution and to address any further questions. This step is crucial to maintaining strong relationships and ensuring that every interaction results in a positive outcome.
		Feedback and Continuous Improvement:
		- We actively solicit feedback from customers to ensure we are meeting their expectations. Any feedback received is used to refine our customer service practices and ensure continuous improvement.
		Commitment to Excellence:
		- Our team is committed to our Core Value of 'getting it done'—whether it's a simple service request, a complex warranty claim, or a technical issue with a custom upfit. We take pride in our work, and we stand by our services with integrity. Our 100% lifetime labour warranty on installations reflects this commitment, as does our ongoing investment in technician training, including Emergency Vehicle Technician (EVT) certifications and electric vehicle training, to ensure we are prepared to handle the latest challenges in the industry.
		By prioritizing fast responses, effective resolutions, and customer satisfaction, we build trust and ensure that Range Mobility remains a reliable partner for all fleet and emergency vehicle needs.

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	The necessary steps for a CANOE member to set up an account and access our goods and services for the first time are as follows:
	services for the first time should you be awarded a contract.	Initial Contact: The CANOE member contacts our primary sales representative, who will provide detailed information about our products, services, and the process for account setup.
		2. Needs Assessment: Our sales representative conducts a brief consultation to understand the member's specific requirements and how our offerings align with their needs.
		3. Credit Application: The member completes a credit application for their agency or company, providing the necessary financial and organizational details to establish credit terms.
		4. Account Setup: Once the credit application is approved, our team finalizes the account setup, providing the member with access to our catalog, pricing, and support services.
		5. Confirmation and Onboarding: We confirm the account setup with the member and provide any necessary onboarding materials, such as user guides, service procedures, or contact details for ongoing support.
		This streamlined process ensures that CANOE members can efficiently access our goods and services while receiving personalized support from the start.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	CANOE members can access information, pricing, discounts, and catalogues on our goods and services by contacting our sales team directly. Our knowledgeable sales representatives provide personalized support, answering any questions about our offerings and helping members navigate available options. Members can work closely with our team to access accurate and up-to-date pricing, including any applicable discounts under the CANOE contract.
		For quotes, our sales team will assess the member's specific requirements and provide a detailed, tailored quote promptly. Once the quote is approved, members can place their orders directly through our sales team, ensuring a seamless and efficient process from inquiry to fulfillment. By working directly with our team, members benefit from personalized assistance and quick access to all necessary information.
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.	N/A
4	In a case where one your company has an existing public sector customer who desires to be	If one of our existing public sector customers desires to be onboarded onto the CANOE offering, we would address the situation with the following steps:
	onboarded onto the Canoe offering, how would you adress this situation?	Initial Discussion: Our sales representative would engage with the customer to understand their interest in the CANOE offering and outline the benefits of transitioning to the program, including potential pricing advantages and streamlined purchasing processes.
		2. Account Review: We would review the customer's existing account setup, agreements, and purchase history to ensure a seamless transition without disrupting their current services or pricing structure.
		3. Onboarding to CANOE: The customer would complete the necessary steps to register as a CANOE member if they are not already enrolled. Our team would facilitate this process, providing guidance and support throughout.
		4. Integration of Benefits: Once onboarded, we would align their account to reflect the benefits and discounts available through the CANOE contract. This includes updating their pricing and integrating them into our CANOE-specific catalogues and services.
		5. Ongoing Support: We ensure that the customer continues to receive the same high level of service and support, with periodic follow-ups to address any questions or additional needs related to their CANOE membership.
		This approach ensures a smooth transition, maintaining customer satisfaction while maximizing the value of the CANOE program.

Reporting

Question	Response						
Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible	To ensure compliance with a possible contract with CANOE, we can implement a streamlined self-audit program focused on key areas of accuracy and accountability:						
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.	 Annual Pricing Audits: We will conduct a comprehensive review of our pricing structures annually to confirm that CANOE members receive the correct pricing and discounts as outlined in the contract. This will include verifying that all invoices and quotes align with the agreed-upon rates. 						
	Documentation and Transparency: All findings from our audits will be thoroughly documented and made available to CANOE representatives as needed, nsuring transparency and fostering trust in our compliance processes.						
	3. Member Feedback: We will regularly engage with CANOE members to gather feedback on pricing, services, and support to confirm that their expectations are being met and that the terms of the contract are consistently upheld.						
	These focused measures will help maintain compliance while ensuring a positive and transparent relationship with CANOE and its members.						
Canoe requires monthly sales report. Describe the process you	To meet Canoe's requirement for monthly sales reports, we can implement the following process:						
will implement if awarded, in order to meet this requirement.	Automated Data Collection: Using our internal systems, such as Shop Monkey, we will compile sales data at the end of each month, ensuring all transactions under the Canoe contract are accurately recorded. This includes customer information, product or service details, and pricing.						
	Data Validation: Our accounting team will review the compiled data to ensure accuracy, verifying that all transactions align with the Canoe contract's terms and conditions. Discrepancies will be promptly addressed and corrected before submission.						
	2. Report Generation: A standardized report will be generated in the required format, detailing all sales made under the Canoe contract.						
	3. Internal Review: Before submission, the sales report will undergo a final review by our team to ensure it meets Canoe's reporting standards and accurately reflects our sales activity.						
	4. Submission and Follow-Up: The finalized report will be submitted to Canoe by the agreed-upon deadline. If any clarifications or adjustments are requested, we will respond promptly to address them.						
	5. Continuous Improvement: Feedback from Canoe will be used to refine our reporting process, ensuring ongoing compliance and accuracy in future submissions.						
Provide the name and contact information of the person who will be responsible for reporting if awarded an agreement.	Justine Lalicon - Justine@rangemobility.com Craig Mannell - Craig@rangemobility.com						
Do you allow public entities to order from multiple contracts and GPOs?	Yes, Range Mobility allows public entities to order from multiple contracts and group purchasing organizations (GPOs). We recognize that public entities may have diverse needs and procurement strategies, and we are committed to providing flexibility to meet those requirements.						
	Our team ensures seamless coordination when managing orders from various contracts or GPOs, ensuring compliance with the terms and pricing of each agreement. This approach enables public entities to maximize their purchasing power while accessing the best solutions available through their preferred procurement channels.						
If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from	To ensure accurate data recording and management for public entities purchasing from multiple accounts or contracts, including through the Canoe contract, Range Mobility has implemented the following measures:						
multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	Centralized Data Management System: We utilize software such as Shop Monkey to maintain a detailed record of all transactions, categorizing purchases by contract or GPO to avoid overlap or misreporting.						
	2. Team Training: Our sales and accounting teams are trained to recognize and manage multi-contract purchases, ensuring proper allocation and compliance with each agreement's terms.						
	3. Clear Communication with Public Entities: We work closely with public entities to clarify which contract they wish to use for each purchase, minimizing errors and ensuring their preferences are honored.						

Value added goods and services

Question	Response *
Describe any other vehicle categories you offer not currently specified in the RFP.	In addition to the vehicle categories specified in the RFP, Range Mobility offers a variety of specialized services and solutions tailored to government and public sector needs. These include:
	- Government Fleet Tire Programs: Comprehensive tire supply and maintenance services, designed to support government fleets with durable, cost-effective options for year-round use.
	- Custom Preventative Mechanical Maintenance Programs: Tailored maintenance schedules and packages developed to optimize vehicle performance, reduce downtime, and extend fleet lifespans.
	- Electrical Troubleshooting and Diagnostics: Advanced diagnostic services for complex electrical systems, ensuring quick identification and resolution of issues for modern vehicle platforms.
	- Public Transit Fixed Route Systems: Installation, integration, and maintenance of technologies that support public transit operations, including route tracking and passenger information systems.
	- Student Transportation Video Recording Systems: Specialized video surveillance solutions for school buses, enhancing safety and compliance by providing real-time and recorded monitoring capabilities. - Audio/Visual Mounting Solutions: Custom installation and mounting of audio/visual systems, ranging from televisions and payment terminals to large-scale multi-screen
	- Adultovistal modularily Solutionis. Custom installation and modularily of adultovistal systems, ranging from televisions and payment terminals to large-scale modu-scale displays, tailored for public spaces and transit environments. I Mobile Device Cases, Harnesses, and Protective Solutions: A wide range of rugged protective solutions for mobile devices, ensuring durability and safe use in
	demanding environments.
	- Rugged Mobile Power Solutions: Custom-designed mobile power systems to keep critical devices and equipment operational, even in remote or challenging environments.
	We also maintain strategic partnerships with manufacturers in the public and student transportation sectors, enabling us to offer a wide range of innovative products and services. These partnerships allow us to deliver customized solutions that meet the unique demands of public agencies and educational institutions across Canada.
Describe any value added goods you offer.	- Audio/Visual Mounting Solutions: Custom installation and mounting of audio/visual systems, ranging from televisions and payment terminals to large-scale multi-screen displays, tailored for public spaces and transit environments.
	- Mobile Device Cases, Harnesses, and Protective Solutions: A wide range of rugged protective solutions for mobile devices, ensuring durability and safe use in demanding environments.
	- Rugged Mobile Power Solutions: Custom-designed mobile power systems to keep critical devices and equipment operational, even in remote or challenging environments.
	- Radar Detection Equipment: in-vehicle mobile and hand held radar detection solutions
	- Government Fleet Tire Programs: Comprehensive tire supply and maintenance services, designed to support government fleets with durable, cost-effective options for year-round use.
Describe any value added services you offer.	- Custom Preventative Mechanical Maintenance Programs: Tailored maintenance schedules and packages developed to optimize vehicle performance, reduce downtime, and extend fleet lifespans.
	- Electrical Troubleshooting and Diagnostics: Advanced diagnostic services for complex electrical systems, ensuring quick identification and resolution of issues for modern vehicle platforms.
	- Public Transit Fixed Route Systems: Installation, integration, and maintenance of technologies that support public transit operations, including route tracking and passenger information systems.
	- Student Transportation Video Recording Systems: Specialized video surveillance solutions for school buses, enhancing safety and compliance by providing real-time and recorded monitoring capabilities.
Describe any other preferential rates or pricing structure included as part of your offering.	We always offer discounted rates to agency members for any personal equipment or services required
Describe your pricing model when leveraging your dealer network (if applicable).	Our pricing model when leveraging our dealer network is structured to maximize cost-efficiency for our clients while ensuring competitive pricing across all product categories. Thanks to our strategic and long-term partherships with key manufacturers, we receive maximum discounts on all the products we supply, which allows us to offer some of the best pricing available. Our high sales volume per year positions us to receive the highest manufacturer discounts offered, and these savings are passed directly to our customers. This pricing model enables us to provide flexible, competitive pricing while maintaining strong relationships with our dealers and ensuring the best value for all stakeholders.

Shop rates

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

Shop in province? *
© Yes
○ No
∩ Yes
€ No
∩ Yes
€ No
○ Yes
No No
○ Yes
No
€ No
○ Yes
No
No No
∩ Yes
No No
∩ Yes
No No
∩ Yes
€ No
∩ Yes
€ No
∩ Yes
€ No

Work Ready Packages

Proponents can offer work ready packages available for Members.

Package name and number	Package description	Price	% Discount offered	Comments
N/A	N/A			

Agreement acceptance

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

Article	We agree and accept *	If no, indicate your proposed changes or N/A *
	© Yes ○ No	N/A
ARTICLE 3 FINANCIAL MATTERS	6 YesC No	N/A
	© Yes ○ No	N/A
	© Yes ○ No	N/A
ARTICLE 6 CONFIDENTIAL INFORMATION		N/A
ARTICLE 7 INDEMNITY AND LIABILITY	F YesC No	N/A
ARTICLE 8 CHANGES AND TERMINATION	YesNo	N/A
ARTICLE 9 FORCE MAJEURE	€ Yes € No	N/A
	€ Yes C No	N/A
ARTICLE 11 GENERAL	ç Yes C No	N/A

Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

L	ine tem Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	N/A
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	N/A
3	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	N/A

Delivery and pricing details

Line Item	Question	Reponse *							
1	As applicable, present additional pricing details including any volume discounts, additional discounts or rebates or incentives, etc.	 Specific manufacturers offer volume discounts but they vary per manufacturer. Typical volume discounts offer pricing in the range of Qty 1-10, 11-25 and 2 We are able to leverage fleet rebate programs on major tire manufacturers and service any National Account pricing for customer who have those programs existing 							
2	Explain your delivery or courier model.	Our delivery and courier model is designed to ensure timely, reliable service while providing flexible solutions to meet the diverse needs of our customers. For local deliveries, we rely on hot-shot couriers who offer fast, direct service within the Calgary area and surrounding regions, ensuring that critical parts or equipment are delivered the same day or next day, minimizing downtime for our customers. For longer-distance shipments, we partner with trusted logistics brokers to manage the coordination and routing of deliveries across Canada, ensuring the most cost-effective and efficient delivery options are selected. Additionally, for national and international shipments, we use major carriers like UPS, FedEx, Purolator, and Canada Post. These partnerships allow us to offer flexible delivery options, track shipments in real-time, and meet varying timelines and budget requirements for all types of products. This multi-layered approach ensures that our customers receive their orders in the most efficient manner, regardless of location or urgency.							
3	Explain your delivery costs if any, as well as any related geographical restrictions.	At Range Mobility, we work with our suppliers under bulk purchasing agreements that allow us to minimize freight expenses, ensuring that we can pass those savings onto our customers. As part of these agreements, we absorb all freight costs from suppliers to our Calgary warehouse, which helps us control expenses and keep the overall cost structure low. However, we do charge customers for freight and delivery from our Calgary warehouse to their location, which is calculated based on distance, weight, and delivery method. In terms of geographical restrictions, we serve customers across Canada, but delivery timelines and costs may vary depending on the destination. For remote							
		areas or locations with more challenging access, such as northern or rural regions, additional delivery fees may apply, and longer lead times may be required due to the nature of shipping to these locations. We work closely with our logistics partners to ensure that delivery expectations are clearly communicated and met efficiently							
4	What is your payment term? Do you offer incentives for early payments?	We currently offer NET 30/45/90 terms which are negotiated on a per-customer basis. We do not currently offer early payment incentives but are open to the discussion on a per-customer basis.							
5	Outline how prices may be subject to change over the term of the agreement.	At Range Mobility, our prices are primarily set by the manufacturers, and they are typically updated annually or sometimes quarterly to reflect changes in production costs, market conditions, and inflation. Additionally, we monitor economic shifts and currency exchange rates, particularly for imports, which may influence pricing. To mitigate the impact of fluctuations in currency values, we also work with an American banking partner to hedge the US dollar, helping to stabilize costs for our customers. In the event of significant fluctuations in the economy or exchange rates, we reserve the right to revisit and adjust pricing accordingly to ensure that our costs remain aligned with current market conditions. We will communicate any price changes transparently and work with our customers to ensure they are aware of updates well in advance, maintaining a fair and consistent pricing structure throughout the term of the agreement.							

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 Range Mobility Warranty Policy Nov 2024.pdf Thursday November 21, 2024 12:14:40
 Information on goods offered optional (optional)
 Hot item list and prices optional (optional)
 Additional Document (optional)

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;
- 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
- could, or could be seen to, exercise an improper influence over the objective, unbiased, and imparital exercise of its independent
 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
- 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:

- 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.

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

1.5.2 Confidential Information of Proponent

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

1.6 Procurement Process Non-Binding

1.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty,

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

No Contract until Execution of Written Agreement

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

1.6.3 Non-Binding Price Estimates

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

1.6.4 Cancellation

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

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

1.7 Rights of Canoe Procurement Group of Canada - General

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

- 1. make public the names of any or all Proponents;
- request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal;
- 3 waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
- contact or not contact any or all references provided by the Proponent;
- verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal:
- 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;

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

- disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 a. are subject to final judgments in respect of serious crimes or other serious offences; or
- 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;
- 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.

Governing Law and Interpretation

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

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

End of PART D

V

I have the authority to bind the Proponent.

- Craig Mannell, Vice President, Range Mobility Inc

Conflict of Interest

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

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

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	₩.	3



Range Mobility Warranty Policy

Revised - November 2024

Range Mobility offers a comprehensive manufacturer warranty program to ensure that the products we sell and the services we provide meet the highest standards of quality and performance. As an authorized warranty facilitator for all the products we sell, we handle warranty claims directly with manufacturers, streamlining the process for our customers and ensuring that claims are resolved quickly and efficiently.

Conditions and Requirements:

- To qualify for warranty coverage, products must be installed according to manufacturer guidelines and must not have been subject to negligent, willful damage, or manipulation by the customer. Warranty coverage applies only to products that fail due to defects in materials or workmanship, not damage caused by improper use or external factors beyond our control.

Claims Procedure:

- If a product covered under warranty fails, customers can simply contact Range Mobility directly. Our team will assess the issue, verify that it meets the warranty criteria, and initiate the warranty claim process with the manufacturer. This may involve providing documentation such as purchase invoices, proof of installation, and photographs of the failure. We will handle all the necessary paperwork and communication, ensuring a smooth claims experience for the customer. If the claim is approved, we will facilitate the repair, replacement, or refund of the defective product.

Lifetime Labour Warranty on Installations:

In addition to the manufacturer's warranty, Range Mobility provides a 100% lifetime labour warranty on any installation services we perform. If any item we have installed fails as a direct result of our installation practices, we will cover the cost of repairs or replacements at no charge to the customer. This lifetime warranty underscores our commitment to the quality and reliability of our workmanship and ensures peace of mind for our customers.

Exclusions from Warranty Coverage:

The only exceptions to our warranty coverage include cases where products or services have been negligently, willfully damaged, or manipulated by the customer. Any alterations or improper handling by the customer that affect the functionality or safety of the product or installation would void the warranty.

Overall, Range Mobility's warranty program is designed to provide customers with confidence in both the products they purchase and the services we provide, ensuring that any issues are addressed promptly and effectively.

Craig Mannell Vice President

126 - 61st Ave SE, Calgary AB T2H 0R4

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-IIII Month: June Year: 2024

CANOE SUPPLIER ADMIN FEE TEMPLATE Monthly Submission of Data Required

			Branch (if	Date of	Transaction					Category (Parts /								Amount eligible		Admin Fee to
Member Number	Member Name	Province	applicable)	Purchase	Date	Accounting Date	PO#	Invoice #	Item Description	Labour / Service)	Item cost	Miscellaneous	Freight	Subtotal	PST	GST/HST	Total Invoice	for Admin Fee	Admin Fee Rate	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	202403jjj	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
				The second second																
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