

## 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: Drive Products Inc.

Supplier Corporate Jurisdiction: 1665 Shawson Dr, Mississauga, ON L4W 1T7  
(the "**Supplier**"), as of

Date of Agreement: April 8, 2025 regarding

RFP No. CAN-2024-010

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

## BACKGROUND

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

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

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Term**

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

## **1.3 Rules of Interpretation**

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

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

## **1.4 Schedules**

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

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

### **1.5 Order of Priority**

In the event of any conflict or inconsistency between any of the Articles of this Agreement and the Schedules to this Agreement, that conflict or inconsistency shall be resolved in the following (descending) order of priority:

- (a) Article 1 to Article 11 of this Agreement;
- (b) Schedule A (RFP Particulars);
- (c) Schedule B (Supplier Response to the Agreement)
- (d) Schedule B1 (Pricing)
- (e) Schedule C (Marketing and Promotion of Agreement)
- (f) Schedule D (Sample Sales Report)

provided that Schedule A (RFP Particulars) will supersede Article 1 to Article 11 of this Agreement if it expressly references the specific section or Article of this Agreement that it intends to supersede.

## **ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT**

### **2.1 Program Details**

- (a) The Parties agree that Canoe administers the Program as set out in this Agreement. Through the Program, Members have the option to purchase from the Supplier, and the Supplier agrees to supply to Members, the Goods/Services at Program Pricing.
- (b) Members using the program may wish to enter into a separate Purchase Agreement or Participating Addendum negotiated directly with the Supplier that contains additional terms and conditions. The terms of that Purchase Agreement cannot be less favorable to the Member than this Agreement, nor shall they conflict with any provision of this Agreement.
- (c) All Members orders under this Agreement must be issued prior to expiration of this Agreement; however, Supplier performance, Member payment, and any applicable warranty periods or other Supplier or Member obligations may extend beyond the term of this Agreement.
- (d) The Parties agree that the Supplier is an independent supplier and is not the agent or partner of Canoe. Nothing contained in this Agreement shall create or be deemed to create the relationship of joint venture, partnership, or agency between the Parties. Neither Party shall represent itself as the joint venturer, partner or agent of the other. The Supplier has no authority to bind Canoe, and will not represent itself as having that authority.

### **2.2 Responsibilities of the Supplier**

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.

- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedules A and B.
- (c) The Supplier will execute the engagement plan set out in Schedules A and B and will refine that plan over the course of the Term, and as reasonably requested by Canoe.
- (d) The Supplier acknowledges that Articles 1-11, Schedules A and B will be posted on [www.canoeprocurement.ca](http://www.canoeprocurement.ca).
- (e) The Supplier will provide prompt cooperation to Canoe and its representatives to ensure that the Program is effective and responsive to Members.
- (f) The Supplier will manage the transition of Members into the Program, and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (g) During the Term, the Supplier will continually provide Members with the Program Pricing for all Goods/Services.
- (h) The Supplier will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (i) The Supplier will inform Canoe of important developments within the industry that affect the Program or the Goods/Services.
- (j) The Supplier will maintain the insurance required under Section 11.3 at all times during the Term.
- (k) The Supplier will provide the insurance documents, sales report and pay the administrative fee as required by Canoe on time.

### **2.3 Responsibilities of Canoe**

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

### **2.4 Program Leads**

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

## **2.5 No Guaranteed Volumes**

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

## **2.6 Exclusivity**

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

## **2.7 Conflict of Interest**

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

# **ARTICLE 3 FINANCIAL MATTERS**

## **3.1 Maximum Pricing**

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

## **3.2 Administrative Fees**

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

## **3.3 Supplier Expenses**

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

## **3.4 Billings and Payment**

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

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

### **3.5 Financial Reporting and Record-keeping**

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15<sup>th</sup>) of each month according to Schedule D (Sample Sales Report). If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to [accounting@canoeprocurement.ca](mailto:accounting@canoeprocurement.ca) in xls format.
- (c) All reports must include:
  - (i) Member name, number and address, province
  - (ii) Canoe contract number
  - (iii) Purchase order number
  - (iv) Transaction/PO date
  - (v) Accounting date



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

## **ARTICLE 4**

### **TRADE-MARKS**

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

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

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

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

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

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

Each Party represents and warrants to the other that:

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

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

The Supplier represents and warrants that:

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

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

## **ARTICLE 6**

### **CONFIDENTIAL INFORMATION**

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

The Receiving Party agrees not to:

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

#### **6.2 Protection**

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

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

#### **6.3 Mandatory Disclosure**

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

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

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

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

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

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

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

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

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

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

## ARTICLE 7 INDEMNITY AND LIABILITY

### 7.1 Liability for Representatives

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

### 7.2 Indemnity

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

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

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

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

### **7.3 Limitation of Liability**

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

### **7.4 Equitable Relief**

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

## **ARTICLE 8 CHANGES AND TERMINATION**

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

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

### **8.2 Reduction in Scope**

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

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

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

### **8.4 Termination by Canoe**

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

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

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

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

#### **8.6 Orderly Termination**

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

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

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

## **8.8 Survival**

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

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

## **ARTICLE 9 FORCE MAJEURE**

### **9.1 General**

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

### **9.2 Notice and Performance**

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

### **9.3 Right to Terminate**

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

## **ARTICLE 10 DISPUTE RESOLUTION**

### **10.1 General**

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



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

## **10.2 Election**

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

## **10.3 Arbitration Site and Arbitrator**

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

## **10.4 Procedure**

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

# **ARTICLE 11 GENERAL**

## **11.1 Notices**

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

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

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

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

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

## **11.2 Contact Information for Notices**

Any Notice to Canoe shall be addressed to:

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

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

Any Notice to the Supplier shall be addressed to:

Drive Products Inc.  
1665 Shawson Dr,  
Mississauga, ON L4W 1T7

Attention: Ivan Valverde, Channel Manager, Equipment and Sales  
Tel: 416-605-7291  
Email: [ivalverde@driveproducts.com](mailto:ivalverde@driveproducts.com)

## **11.3 Insurance Obligations**

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

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

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

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

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

#### **11.4 Public Announcements**

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

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

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

#### **11.6 Entire Agreement**

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

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

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

**11.8 Severability**

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

**11.9 Assignment**

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

**11.10 Time of Essence**

Time shall be of the essence in this Agreement.

**11.11 Further Assurances**

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

**11.12 Counterparts**

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

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

**CANOE PROCUREMENT GROUP OF CANADA**

By: \_\_\_\_\_

Name: Tyler Hannemann

Title: General Manager, Canoe Procurement Group

Supplier Legal Name: Drive Products Inc.

By: \_\_\_\_\_

Name: Ro Kumar

Title: Vice-President, Operations

**SCHEDULE "A"**

**RFP PARTICULARS**

## PART B – RFP PARTICULARS

### A. THE “DELIVERABLES”

#### SOLUTIONS-BASED SOLICITATION

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

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

#### 1. Requested goods and services

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

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

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

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

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

### FLEET VEHICLES CATEGORIES

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

## 2. Utilisation of the contract – Canoe members

Canoe Members may choose but are not obligated to utilise the services during the term of the agreement. There is no minimum guarantee of usage.

### 3. Requirements

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

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

Proponents should provide a compelling proposal that will easily and clearly show overall best value based on the scope represented in this Solicitation. Best value will include but not be limited to addressing the following in your RFP submission:

- Competitive pricing across the span of services offered beyond a defined service offering;
- Our Members ask; how fast, how much, how can I access the services, how can I set up my own review, does it matter where I'm located, how easy is it to access the services, how does this support the local economy and is this trade agreement compliant, can my entity benefit by using this contract, is there someone that can answer my questions, do you care about me as a customer, what is the level of service I can expect, how will this impact my entity's operations and bottom line effectively?

To support an industry leading value-based solution, Canoe is requesting that all interested proponents provide a thorough and comprehensive description of their ability to deliver on the goods and services when answering the questions in the Procurement Portal.

## B. MANDATORY SUBMISSION REQUIREMENTS

### 1. Submission and Specification Questionnaires

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

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

### 2. Pricing

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



**SCHEDULE "B"**

**SUPPLIER RESPONSE TO THE RFP**

# CAN 2024-010 - Fleet Upfitting and Related Accessories

Opening Date: October 28, 2024 10:29 AM

Closing Date: November 26, 2024 3:00 PM

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## Vendor Details

Company Name: Drive Products  
1665 Shawson Drive  
Address: Toronro, Ontario LW4 1T7  
Contact: IVAN VALVERDE  
Email: ivalverde@driveproducts.com  
Phone: 289-453-1090 3110  
Fax: 905-564-5799  
HST#:

## Submission Details

Created On: Thursday November 07, 2024 06:53:02  
Submitted On: Tuesday November 26, 2024 13:59:28  
Submitted By: IVAN VALVERDE  
Email: ivalverde@driveproducts.com  
Transaction #: 09abdf22-7346-492b-b4f1-af4f3b808dbe  
Submitter's IP Address: 207.219.216.56

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

Corporate Profile

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proponent Legal Name (and applicable d/b/a if any):  | Drive Products Inc.   |
| 2         | Proponent Address:   | 1665 Shawson Dr, Mississauga, ON L4W 1T7  |
| 3         | Proponent website address:   | https://driveproducts.com/  |
| 4         | Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):          | Ivan Valverde<br>Title: Channel Manager, Equipment Sales<br>Phone:289.453.1090 x3110<br>Mobile: 416.605.7291<br>Email: ivalverde@driveproducts.com<br><br>Troy Dzenkiw<br>Title: Senior Technical Manager<br>Phone: 780.960.6826 x 6130<br>Email: tdzenkiw@driveproducts.com  |
| 5         | Proponent's primary contact for this proposal (name title address email address & phone):  | Ivan Valverde<br>Title: Channel Manager, Equipment Sales<br>Phone:289.453.1090 x3110<br>Mobile: 416.605.7291<br>Email: ivalverde@driveproducts.com<br><br>Troy Dzenkiw<br>Title: Senior Technical Manager<br>Phone: 780.960.6826 x 6130<br>Email: tdzenkiw@driveproducts.com  |
| 6         | Proponent's other contacts for this proposal if any (name title address email address & phone):  | N/A   |
| 7         | Proponent GST registration number:   | #852400316 RT0001   |
| 8         | If the Proponent is representing a consortium, each member of that consortium.   | N/A   |
| 9         | Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation. | Drive Products was founded in 1983 and has grown into one of North America's leading truck body & equipment upfitter with a combination of 24 upfitting and manufacturing facilities. In Canada, we are the only national truck body & equipment solutions provider with multiple locations coast to coast. The Company's mission is to provide premium quality solutions, products and services from the best people in the industry with core values such as integrity, responsiveness, quality, and passion. Today Drive Products supports a multitude of market segments and is a preferred partner for municipalities and truck fleet operators. |
| 10        | Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.  | N/A   |

Bill S-211 declaration

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

| Line Item | Bill S-211  | Answer *   |
|-----------|---|--|
| 1         | 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"?<br><br>As per Bill S211 an "Entity" means a corporation or a trust, partnership or other unincorporated organization that<br>(a) is listed on a stock exchange in Canada;<br>(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:<br>(i) it has at least \$20 million in assets,<br>(ii) it has generated at least \$40 million in revenue, and<br>(iii) it employs an average of at least 250 employees; or<br>(c) is prescribed by regulations.<br><br>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. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |

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?<br><br>Does your business either,<br><br>i. has its headquarters or main office in Ontario, or<br><br>ii. has at least 250 full-time employees in Ontario at the time of the applicable procurement process. | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |

Geographical coverage for offering

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

| Line Item | Province/Territory        | Do you currently offer goods in this area? *                     | Is this area included in your offering for this RFP *            | Comments  |
|-----------|---------------------------|--|--|---|
| 1         | Alberta                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 2         | British-Columbia          | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 3         | New-Brunswick             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 4         | Manitoba                  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 5         | Newfoundland and Labrador | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 6         | Northwest Territories     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Yes through a nearby branch or through our dealer/distribution network. |
| 7         | Nova-Scotia               | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 8         | Nunavut                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Yes through a nearby branch or through our dealer/distribution network. |
| 9         | Ontario                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 10        | Prince Edward Island      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Yes through a nearby branch or through our dealer/distribution network. |
| 11        | Québec                    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 12        | Saskatchewan              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |   |
| 13        | Yukon                     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Yes through a nearby branch or through our dealer/distribution network. |

Experience and expertise

| Line Item | Question   | Reponse *   |
|-----------|--|---|
| 1         | Provide a high level description of your offering.   | Drive Products manufactures, upfits, and distributes truck bodies, truck equipment and related systems that provide work truck solutions for a multitude of market and specific applications.   |
| 2         | What is your Canadian public sector market share for the solutions you are proposing?  | 20% to 30% overall on majority of standard work truck solutions we provide. Our Market share is higher or lower in certain regions or market segments.  |
| 3         | What do you consider to be the top three market differentiators of your products/services relative to this solicitation?       | 1) National Footprint - Drive Products has 24 Locations in North America that either upfit or manufacture or do both.<br>2) Comprehensive Truck Body & Equipment Portfolio - Drive Products has world class brands, renowned in vocational truck segment<br>3) Manufacturing, Upfitting, and Distribution operations that are vertically integrated.  |
| 4         | Describe the depth and breadth of your experience with municipal markets.  | Drive Products has been supporting the municipal markets since 1983. We provide a vast portfolio of truck bodies and truck equipment that support every function of the municipal segment when it comes to vocational trucks and their specified applications. In addition, Drive Products directly supports municipalities in the process of procurement, tendering, and aftermarket parts and services. |
| 5         | Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America. | Drive Products works closely with all parties within the complex world of group purchasing and multi-level sourcing as it relates to tender specifications, truck procurement, financing, and OEMs. We help connect all parties to ensure that the municipality or owner/operators are getting the right truck and equipment.   |
| 6         | Describe your knowledge of Canadian regulatory environment and standards related to fleet upfitting services.                  | Drive Products is well versed in the regulatory environment and standards as it relates to fleet upfitting services. We cooperate, recommend, and adhere to best practices that is laid out or have development to ensure best practices and regulations are being met.   |
| 7         | Explain how your company ensures the upfitted vehicles meet necessary safety and compliance requirements of public clients.    | All Drive Products Upfitting facilities hold a National Safety Mark Certification (R02). When we upfit a vehicle we follow a rigorous process that is compliant to CMVSS and FVMSS. Furthermore, we have certifications such as ISO 9001:2015 and Canadian Welding Bureau.  |
| 8         | Describe your company's sales force.   | Drive Products salesforce features 20+ Territory Managers that travel and see customers on a regular basis within every major market of Canada or Drive Products Upfitting facility. They are supported by an regional and national inside sales team, product managers, and engineers that support with technical support.   |
| 9         | Describe your company's distribution network.  | Drive Products supports every major market in Canada via our local branches supported by our global distribution centre in Mississauga or Edmonton facilities. We supply truck bodies, equipment, parts strategically through select OEMs, local upfitters, service shops, or through truck dealer partnerships.  |

## Program offering

Describe your plumbing supplies offering.

| Question   | Response *   |
|--|--|
| Describe your fleet customization capabilities   | Drive Products builds work ready trucks that satisfy the general needs of municipal operators or operators in specific market segments. We build to spec or we'll build a base specification that can be customized to meet fleet needs. Drive Products upfitting facilities will install, fabricate, diagnose, and repair truck bodies, equipment, and related systems.   |
| Describe your supply chain and logistics capabilities, including relationships with key suppliers, ability to source materials, chassis and equipment efficiently. | Drive Products operations is streamlined through key departments and team members. Our infrastructure features a National Product Management team that works with Inside Sales and local upfitting shops to strategically source material and follow a "Just in Time" inventory philosophy. We have an inventory of truck bodies, equipment, and parts etc. housed at our global distribution hubs ( Mississauga / Edmonton / Tillsonburg) for our local shops to draw upon when required should local inventory need replenishing.  |
| Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles for the region(s) included in your proposal.                           | As it relates to this program and proposal, Drive Products will utilize our existing chassis pool stock with Ford, GM, Ram or work ready inventory trucks from other OEMs or local truck dealerships.<br><br>Depending on the requirement, we will have work ready trucks already in the pipeline to be built or sitting on the ground ready to go   |
| Describe your logistics strategy for sale and delivery (distribution) of up fitted vehicles using a relationship with dealer network (if applicable).              | Drive Products will work with it's dealer network to build out work ready trucks as part of this proposal. Once a unit is sold, we will work to replenish stock within a reasonable amount of time with a specified dealer partner of our choosing depending on location of canoe member looking for a work ready truck solution. Logistics and timelines will vary depending on truck and equipment stock levels at the given time.   |
| Describe your after-sales service and support offerings, including maintenance, repairs, and technical assistance.   | Drive Products provides after-sales service and support through our many locations. Each location is set up to provide after-sales parts and service, and technical support should it be required. Either via appointment base, or walk-in in the case of emergencies.<br><br>We also offer seasonal preventative maintenance programs for municipalities looking for that kind of support.  |
| Describe your project management processes, including their ability to handle large-scale projects, manage timelines, and stay within budget.                      | Drive Products has a dedicated team and an appointed team lead to handle RFPs/RFQs on a large/national scale level. RFPs/RFQs are directed and streamlined to this department that will manage and coordinate with different departments (engineering, product management, sales etc.) The team follows lean principles to: Define Scope/Value of projects, Map out timeline/budget, Create Benchmarks ,Establish Roles, and Execute defined outcomes.<br><br>Through this department we efficiently minimize and mitigate any issues and provide customers with as few contacts needed to communicate/respond with solutions to the customer. |
| Describe your communication and coordination capabilities with multiple stakeholders.  | Drive Products team is well versed in multi-sourcing. Our infrastructure is setup to streamline buying/sourcing through our Product Management team with technical sales channel manager ensuring all parties involve (internally/externally) is on task and understands the scope and timeline in order for our upfitting shops to deliver the final product. The goal is to be agile, efficient, and maintain high levels of service for all stakeholders.   |
| Summarize the innovation and use of the latest technologies in vehicle upfitting.  | Drive Products utilizes the latest ERP system to manage inventory nationally/locally across the company. All Drive Products facilities are equipped with appropriate equipment/tooling and follow the same guidelines and principles when it comes to inventory, truck upfitting , parts distribution, health & safety etc.<br><br>From an administrative view, Drive Products utilizes the latest suite of office products, project management, scheduling, and design cad software to provide high levels of customer service.   |
| Explain how advanced technologies, such as telematics, GPS, and alternative fuel systems are incorporated into your service offering.                              | Currently Drive Products works with third parties that specialize in telematics , GPS, or alternative fuel systems. It is handled on a case by case basis depending on the requirements of the customer. Drive Products has trained upfitters, technical sales and engineering team to ensure all related components of work truck has synergy and performs as intended.   |
|  | n/a  |

## 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.<br><br>a. Sales force.<br>b. Dealer Network or distribution methods.<br>c. Service personnel/teams.<br><br>Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales and service functions. | Drive Products has National Sales & Operations featuring Territory Managers, Inside Sales reps, and Customer Service reps across Canada representing our 20+ regional facilities either locally or nationally. Sales is supported by service in every facility<br><br>Drive Products Locations:<br><br>Mississauga, ON (Head Office - Manufacturing, Upfitting, Sales & Service)<br>Etobicoke, ON (Upfitting, Sales & Service - High Volume Van Upfitting)<br>Oro Medonte, ON (Manufacturing, Upfitting, Sales & Service)<br>Hamilton, ON (Upfitting, Sales & Service)<br>Tillsonburg, ON (Manufacturing, Upfitting, Sales & Service)<br>Ottawa, ON (Upfitting, Sales & Service)<br>Montreal, QC (Upfitting, Sales & Service)<br>Laval, QC (Upfitting, Sales & Service)<br>Quebec City, QC (Upfitting, Sales & Service)<br>Moncton, NB (Upfitting, Sales & Service)<br>Halifax, NS (Upfitting, Sales & Service)<br>St. John's, NS (Upfitting, Sales & Service)<br>Winnipeg, MB (Upfitting, Sales & Service)<br>Morden, MB (Manufacturing - Upfitting, Sales & Service)<br>Regina, SK (Upfitting, Sales & Service)<br>Edmonton, AB (Upfitting, Sales & Service)<br>Calgary, AB (Upfitting, Sales & Service)<br>Surrey, BC (Upfitting, Sales & Service)<br><br>Note: No dealer network or distributor is included in our proposal. Drive Products will be a direct provider. |
| 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.  | Drive Products will provide an official press release of the successful solicitation. This will be broadcasted internally and externally via our social media and website platforms.<br><br>Drive Products Territory Manager will connect directly with municipalities , distributors, truck dealers and relative end users / operators.<br><br>Marketing will conduct a email campaign notifying key stakeholders within it's email database of the partnership and program.<br><br>Drive Products will have a planned/scheduled communications program, webinars, information sessions etc. to promote and create frequency to the the program and partnership with Canoe.   |
| 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?   | Facilitating procurement for municipalities and canoe members of the standard/common specified work trucks that Drive Products builds for the program. The partnership with Canoe should be collaborative and mindful of challenges of that Drive Products faces as it relates to economic circumstances or other supply chain constraints that may occurring during the partnership/contract. Above all else, Canoe is representing Drive Products as it administers the program to it's members and should hold Drive Products in the highest regard when doing so.  |
| 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.  | Utilization of the Canoe Contract would go into our regular guidelines and practice as it relates to bids/tenders, large scale projects. Our sales force will be briefed and trained on the contract specifics so that they can communicate with the market during their regular sales activities. Our team normally reviews bids/tenders/project request regularly or as required so established cadence and engagement will already be part of our process.<br><br>Drive Products will participate or create events that educate, promote, and build up the program internally or externally.  |
| 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.   | Drive Products has a direct approach when it comes to sales. This is the reason why Drive Products has invested in brick and mortars facilities across Canada and have dedicated Territory Managers calling and seeing customers on a regular basis as part of their normal call plans. Furthermore, Drive Products has strong marketing capabilities that will utilize our National footprint and a successful Canoe Contract to bring more visibility, frequency, and understanding of solution being offered to existing and potential buyers. Measures will include general reporting as it relates sales, communications, and revenue generated.  |
| 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?   | Drive Products will measure the number of opportunities (RFQS) and conversions (Sales) on a regular basis. The Canoe contract will be treated as a sales tool for our team to communicate and utilize when approaching customers. It's performance will be measured against other sales tools in our portfolio.  |
| 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.)  | Drive Products is committed to participating in all events it deems necessary to develop particular market segments and success of the program. This will involve our appointed contract lead or sales force participating in-person or remotely or through some type of sponsorship.  |
| 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.   | Drive Products is a member of NTEA, Landscape Ontario, CTEA, ARA, APOM, APDQ. Unofficial we have been championing our solutions directly to customers/operators within many market segments such as: construction, transport, municipalities, utilities, telecom, towing, roads maintenance, building supply, agriculture, waste and recycling and more...   |

## Supply chain reliability and details

| Line Item | Question   | Response *   |
|-----------|--|--|
| 1         | Describe your capacities and inventory management strategies.  | Drive Products has a rigorous inventory management process. Currently Drive Products will have centralized warehouse for equipment and parts located at one of our corporate hubs ( Mississauga, Tillsonburg, Morden, Edmonton). Our local branches will draw upon this inventory should they need it. Each location as fixed inventory they maintain to support their local region. The principles followed are Just-in-time. Details on inventory levels are available upon request.   |
| 2         | Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions. | <p>Drive Products lead times are nuanced and dependent on many factors such as shop capacity, truck availability, truck equipment availability etc. Drive Products supply chain mitigates this with inventory on hand locally or draws upon inventory from one of our distribution centres. As it relates to contingency plans for potential disruptions, Drive Products will evaluate alternative sources or determine if we can manufacture an equivalent.</p> <p>As it relates to the program, all the work ready trucks that Drive Products is offering are available on the ground and can be delivered within a week free on board the local Drive Products Branch stocking the work truck. Delivery lead times outside of a Drive Products branch network will depend on where it is being shipped to. That information can be available at time of inquiry or order.</p> <p>For brand new work trucks, the lead time is subjective and dependent on factors mentioned above.<br/>A more definitive lead time can be provided during time of inquiry or order.</p> <p>As per general lead times, it will depend on the product whether it is in stock at one of our facilities or if it needs to be sourced and shipped from one Drive Products suppliers. A more definitive lead time can be communicated during time of inquiry or order.</p> |
| 3         | Explain your shipping and delivery details, timelines including any exceptions.  | <p>All offerings in this proposal is free on board at select Drive Products locations. Drive Products has its own fleet of delivery trucks that deliver product across our many branches, this service is available to Canoe members at a cost to be determined during time of inquiry or order. Timelines or exceptions are available upon request during time of inquiry or order.</p> <p>As it relates after market parts, we typically ship same day as long as it's within business operations time.</p>  |

## Warranty, Risk Mitigation & Service Excellence

| Line Item | Question  | Response *   |
|-----------|---|--|
| 1         | Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.   | For products that Drive Products upfits on trucks, it will follow a general manufacturers guideline that can 1 to 3 years warranty of coverage. This is often limited to workmanship and certain components of the truck equipment that the manufacturer specifies in their guideline. This specific information is available upon request during inquiry or time of order. Conditions apply such as no warranty on common wear/tear and operator misuse. Warranty is subject to inspection. Those requesting warranty will be directed to an appointed Drive Products team member at the nearest Drive Products branch who will provide a guideline on what is required and will aid in the administrative process. |
| 2         | What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?   | <p>Drive Products will can provide information related to preventative maintenance or create a preventative maintenance program depending on the product being sold to a member.</p> <p>For warranty related matters, if Drive Products deems a claim successful, it will provide a replacement product or service as part of remediation at an agreed upon cost if any.</p>   |
| 3         | Describe in retails the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises. | <p>Drive Products will appoint a team lead to support the Canoe Contract and Canoe members.</p> <p>In addition, Drive Products has local branches and a national support team that can respond to inquiries in a timely manner usually same day or within 12-24 hours. We will provide direct contacts to our local team and provide national general contact emails and phone numbers to reach our national support team.</p>   |

## Member access to goods and services

| Line Item | Question   | Response   |
|-----------|--|--|
| 1         | List the necessary steps for a Canoe member to set up an account and access your goods and services for the first time should you be awarded a contract.   | A canoe member simply needs to connect with our team (Territory Manager, Inside Sales, Appointed contact etc.) and they will be given credit app to fill out. Our finance team will run a background check if necessary and communicate status of their account. |
| 2         | Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.   | A canoe member simply needs to connect with our team (Territory Manager, Inside Sales, Appointed contact etc.) and they will provide 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. | <p>Our products are not available through an e-marketplace platform. However they are promoted the company website or work ready trucks website.</p> <p>driveproducts.com<br/>workreadydp.com</p>  |
| 4         | In a case where one your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you adress this situation?  | We would facilitate their onboarding should they desire it.  |

## Reporting

| Question   | Response   |
|--|--|
| Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with CANOE including validating that CANOE Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract. | All Canoe related RFQs will be directed to and monitored by our national inside sales team. This will ensure all pricing and information communicated is accurate.   |
| Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.  | Drive Products will have an appointed team member that will communicate information as requested.  |
| Provide the name and contact information of the person who will be responsible for reporting if awarded an agreement.  | <p>Ivan Valverde<br/>Title: Channel Manager, Equipment Sales<br/>Phone:289.453.1090 x3110<br/>Mobile: 416.605.7291<br/>Email: ivalverde@driveproducts.com</p> <p>Troy Dzenkiw<br/>Title: Senior Technical Manager<br/>Phone: 780.960.6826 x 6130<br/>Email: tdzenkiw@driveproducts.com</p> |
| Do you allow public entities to order from multiple contracts and GPOs?  | It can be visited and reviewed on a case by case basis.  |
| If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe?   | Drive Products ERP system can track bill to and ship-to information during time of order and invoicing.  |

Value added goods and services

| Question  | Response *  |
|---|---|
| Describe any other vehicle categories you offer not currently specified in the RFP.           | Drive Products builds work truck that support many market segments in : construction, transport, municipalities, utilities, telecom, towing, roads maintenance, building supply, agriculture, waste and recycling more.   |
| Describe any value added goods you offer.   | The vehicle categories are : Chipper Trucks, Utility Trucks, Hook-Lifts, Roll-Offs, Crane Trucks, Service & Mechanics Trucks, Work Vans, Stake Trucks, Tractor Trucks<br><br>Drive Products carries world class truck bodies and equipment. Either ones we manufacture or nationally distribute such as:<br><br>Manufactured Products - Voth Truck Bodies, Kargo King Roll-Offs, Bigmax Roll-Offs, Bigmax Cranes, ORO Truck Bodies, Tradesman Toolboxes & Tanks<br><br>Distributed Products - Western Plows & Spreaders, Muncie PTOs & Pumps , HMF Cranes, Jerr-dan Towing Equipment, Posi + Cable Placers, Versalift Aerials,Stellar Cranes and Mechanics Bodies, Brandon Heavy Dump Bodies , VMAC / Vanair Compressors, Waltoo, Tommygate, Dholandia Liftgates , Warn Winches |
| Describe any value added services you offer.  | Drive Products is your work ready trucks advisor. We provide the following services:<br>Truck & Equipment Specifications<br>Aftermarket parts/services - including crane certification, training, and preventative maintenance service plans upon request   |
| Describe any other preferential rates or pricing structure included as part of your offering. | Rates and pricing will be specific to the Canoe Program.  |
| Describe your pricing model when leveraging your dealer network (if applicable).              | N/A   |

Shop rates

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

| Province                  | Shop in province? *  | Maximum Hourly Shop Rate | Comments   |
|---------------------------|--|--------------------------|--|
| Alberta                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| British-Columbia          | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| New-Brunswick             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| Manitoba                  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| Newfoundland and Labrador | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| Northwest Territories     | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                          | NA - Currently no Drive Products facility, neighbouring branch rates will apply here |
| Nova-Scotia               | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| Nunavut                   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                          | NA - Currently no Drive Products facility, neighbouring branch rates will apply here |
| Ontario                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| Prince Edward Island      | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                          | NA - Currently no Drive Products facility, neighbouring branch rates will apply here |
| Québec                    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| Saskatchewan              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                          | NA   |
| Yukon                     | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                          | NA - Currently no Drive Products facility, neighbouring branch rates will apply here |

Work Ready Packages

Proponents can offer work ready packages available for Members.

| Package name and number              | Package description  | % Discount offered | Comments   |
|--------------------------------------|--|--------------------|--|
| Brandon 20.5' Dump Body              | 2024 Kenworth T880 - Tri-axle, Engine - Cummins x15 Diesel, Transmission - Allison 4500 RDS, CA - 186" Wheelbase - 260", GAWR FR - 20, 000 lbs. GAWR RR - 46,000 lbs.Total GVWR - 140,000 lbs.Brake - Air<br>20'6" BRANDON Heavy Dump Body<br>Air Tarp system and 50T Hoist<br>Muncie A20 PTO and Dump pump<br>LED Light package to CMVSS standards<br>Dump Body Vibrator kit / Tailgate locking assembly<br>Custom Console for in cab controls<br>Pintle plate/hook w/ brake chambers and glad hands/couplers<br>Trailer plugs and wiring |                    | At time of bid, 5 units available<br>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br>REF# OTTORD005979<br>Additional information can be supplied upon request |
| Duralift DTAX39 w/ Voth Service      | 2025 Ford F550 84"CA<br>Voth 84CA Aerial device body c/w DTAX-39FP AERIAL LIFT<br>Max working height range: 44' – 49'<br>Max side reach range: 28' – 30'<br>Telescopic articulating bucket truck<br>Single-person, personnel<br>Insulated or non-insulated<br>Fiberglass or aluminum basket<br>Up to 400# basket capacity<br>180-degree basket rotator<br>Torsion bar, F-550 2006-2019+, Under frame behind rear axle<br>Rubber Wheel Chock 8"x6"x5"   |                    | At time of bid, 2 units available<br>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br>REF# DARORD002114<br>Additional information can be supplied upon request |
| Duralift DTAX45 w/ Voth Service Body | 2024 Ford F550 84"CA<br>Voth 84CA Aerial device body c/w DTAX-45FP AERIAL LIFT<br><br>Height to bottom of platform: 45'<br>Working height: 50'<br>Side reach: 30'<br>Stowed travel height: 11.1'<br>Basket Capacity: 350 lb<br>Articulating arm travel: 0° to 80°<br>Main boom travel:-25° to +78°<br>Extension travel: 120'   |                    | At time of bid, 2 units available<br>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br>REF# DARORD002545<br>Additional information can be supplied upon request |
| HMF 13 t/m 18 foot deck, Alum/Steel  | 2024 Peterbilt 537 Engine: PACCAR PX-7 250@2400 GOV@2600 660@1600<br>Transmission: PACCAR TX-8 8AP660 Auto 8spd<br>Wheelbase: 235" / CA 167" / AF: 72"<br>GVWR: 33,000 lbs , Front 12,000 lbs, Rear 21,000 lbs<br>HMF 1330K5-RCS Crane 13 t/m with Remote control<br>Norcan - 18' Aluminum Flatdeck,<br>60" Headboard 102" W w/RR, Wood floor, Fixed<br>ICC Bumper, winch track on passenger side with 8 winches and straps. Winch bar and holder<br>48W x 24"H x 24"D -Cam-Lock Box Aluminum Smooth Dual Barn Door                        |                    | At time of bid, 1 unit available<br>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br>REF#HALORD130818<br>Additional information can be supplied upon request   |

|                         |   |  |  |  |
|-------------------------|---|--|--|--|
| HMF 16 t/m 20' deck     | <p>2024 Freightliner M2106, Engine: Cummins B6.7L 260HP, 660 LB-FT ,Transmission: Allison 2500 RDS C/W PTO Prov, Brakes: Hydraulics</p> <ul style="list-style-type: none"> <li>• Straight Truck (252" WB)</li> <li>• GVWR = 33,000 lbs</li> <li>• FAWR = 12,000 lbs. RAWR: 21,000 lbs.</li> </ul> <p>HMF 1620-K5- 16 t/m knuckleboom crane w/ 5 extensions</p> <ul style="list-style-type: none"> <li>• 5290 PSI - 18-26 GPM REQUIRED</li> <li>• Radio Remote Control</li> </ul> <ul style="list-style-type: none"> <li>•Load Movement (tm) 13.5</li> <li>•Hydraulic Reach (m) 15</li> <li>•Weight excl. stabilizers (kg) 1895</li> <li>•Weight of stabilizers, standard (kg) 200</li> <li>•Lift-to-weight ratio 6,4</li> <li>•Slewing angle (°) 400</li> <li>•Slewing torque (kgm) 1795</li> <li>•Working pressure (bar) 365</li> <li>•Height above mounting surface (mm) 2250</li> <li>•Width, folded (mm) 2500</li> <li>•Length of crane, no extra valves (mm) 830</li> </ul> <ul style="list-style-type: none"> <li>• 20' Long x 102' Wide Voth flat deck</li> <li>Apitong Wood Floor, 40" Headboard with Window</li> <li>Black, Epoxy Primer and Polyurethane Paint</li> <li>Winch Track Passenger Side</li> </ul> |  |  | <p>At time of bid, 1 unit available</p> <p>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model</p> <p>REF# EDWORD334451</p> <p>Additional information can be supplied upon request</p> |
| HMF 23 t/m 22' deck     | <p>2024 Freightline 108SD, Engine - DD8 7.7L 330 HP</p> <p>Transmission - Allison 3500 RDS, Tandem Axle, FAWR - 20,000 lbs RAWR - 46,000 lbs.Front Tire Size - 425/65R22.25, Air Brakes</p> <p>2320-K5-RCS HMF knuckleboom crane</p> <p>23 t/m rating w/ 5 Extensions</p> <p>Electronic speed adaptation, HDL-d</p> <p>Slew braking control</p> <p>Progressive crane control</p> <p>Priority flow control</p> <p>Dual Power plus link arm system</p> <p>Proportional control valve PVG 32</p> <p>Internal hose routing</p> <p>Environmentally friendly quality coating</p> <p>RCL safety system</p> <p>Class 6/7 Voth Steel Flatdeck</p> <p>22' Steel Flat deck - wood apitong flooring</p> <p>100.75" outside rails ( 96" Inside rails)</p> <p>Sliding winch track with 8 winch straps,</p> <p>40" High Headboard</p> <p>Painted Black w/epoxy primer and polyurethane paint</p> <p>2 x Aluminum Barn Door Toolboxes 60"W x24"Hx24"D</p>   |  |  | <p>At time of bid, 1 unit available</p> <p>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model</p> <p>REF# EDWORD329861</p> <p>Additional information can be supplied upon request</p> |
| HMF 4 Story 24' 6" deck | <p>2023 Kenworth T480 ENGINE PX-9 350 350@1750 1050@1200 / ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION / HYD BRAKE PACKAGE / 302" WB, 232" CT, 100" rear frame overhang / Expected GVWR 60,000lb</p> <p>HMF 2530L5RCS wallboard Crane</p> <p>wireless remote, outriggers, pallet forks</p> <p>Hydraulic cooler, crane mounted on rear hydraulic extensions reach 15.4m</p> <p>radio remote control, stabilizer legs with beams</p> <p>Oiler cooler and power finish coating</p> <p>24'6" Steel Deck with wood floor</p> <p>102" Wide x 25' long</p> <p>5"x3"x1/4" Angle side rails</p> <p>Exterior side pockets with 3/8" x 3" rub rails</p> <p>3" structural steel channel cross members on 12" centres</p> <p>Full length torque box 3/8" top and bottom plates</p> <p>Additional shear-plating for support</p> <p>Solid 24" High Rear Headboard (removable)</p> <p>Sliding track on the passenger side and 8 winches with 3"x30' straps</p>   |  |  | <p>At time of bid, 1 unit available</p> <p>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model</p> <p>REF# EDWORD324530</p> <p>Additional information can be supplied upon request</p> |
| HMF 6 Story 24' 6" deck | <p>2025 Kenworth T880</p> <p>Crane Rating: 18.2 t/m</p> <p>Horizontal Reach: 62'3"</p> <p>Vertical reach: 71'4"</p> <p>Lifting height: 75'6"</p> <p>Max Lift: 5700lbs.</p> <p>Rotation: 420 Degrees</p> <p>Hydraulic Extension: 35'4"</p> <p>Crane Storage Height: 13'5"</p> <p>Radio Remote, Wallboard Hydraulic Forks, Rear Mount</p> <p>24'8" Steel Deck with Checker Plate Floor</p> <p>102" Wide x 25' long</p> <p>5"x3"x1/4" Angle side rails</p> <p>Exterior side pockets with 3/8" x 3" rub rails</p> <p>3/16" Steel checkerplate floor</p> <p>3" structural steel channel cross members on 12" centres</p> <p>Full length torque box 3/8" top and bottom plates</p> <p>Additional shear-plating for support</p> <p>Solid 24" High Rear Headboard (removable)</p>   |  |  | <p>At time of bid, 1 unit available</p> <p>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model</p> <p>REF# TORORD719050</p> <p>Additional information can be supplied upon request</p> |
| Kargo King C6 RS        | <p>2025 Freightliner M2-106, Engine: CUM B6.7 300 HP @ 2600 RPM.</p> <p>Trans: Allison 2500RDS, 31,000lbs GVWR - Front 10,000lbs, Rear 21,000lbs</p> <p>Single Axle, CA: 121" / WB: 187" / AF: 89"</p> <p>Hydraulic Brakes</p> <p>Kargo King - 14', cSix, Rental SystemKit Includes: Kargo King cSix RS System, Pump, PTO, Fenders, Bumper-Hitch, Pylon Light Bar, 16' Rental Deck w/Railing, LESS Winch Kit, Dock</p> <p>Rental Deck Features:</p> <ul style="list-style-type: none"> <li>• Understructure: Voth Long Sill Design</li> <li>• Dump: Kargo King Dump &amp; Roll System (max dump angle of approx. 42 degrees)</li> <li>• Material: Steel (checker plate): SOW High Tensile</li> <li>3/16" Floor, 12g (outer), 10g (inner) Double Wall</li> <li>• Rubrails: Both Sides</li> <li>• Stake Pockets: Outside</li> <li>• Headboard: Full Cab Protection</li> <li>• Standard Features: Multiple Tie-Downs, Chain</li> </ul> <p>Options:</p> <p>Front Racking &amp; Rear Racking (propane delivery)</p> <p>Removable Warn M8000 Winch</p>  |  |  | <p>At time of bid, 1 unit available</p> <p>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model</p> <p>REF# TORORD721090</p> <p>Additional information can be supplied upon request</p> |



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| Kargo King C7 RS Roll Off  | <p>2020 Freightliner M2106 Engine - Cum B6.7 325HP @2400 RPM<br/>Allison 3000 RDS Auto Transmission.<br/>Front Axle 16,000 lbs / Rear Axle 23,000 lbs.<br/>2600 GOX 750lb/ft @1800 RPM<br/>Front Tire Size - 315/80R22.5<br/>Kargo King - 16", cSeven Rental System<br/>Installed: Pump, PTO, Fenders, Bumper-Hitch, Pylon Light Bar<br/>18" Rental Deck w/Railing, Winch Kit<br/>Brake controller 91-4 axle) Package Installed<br/>Bolt on Pylon Holder</p> <ul style="list-style-type: none"> <li>• Payload Capacity on the deck 20,000 lbs. / 9.0 T (Excludes estimated deck weight of 4,000 lbs./ 1,814 kg)</li> <li>• Subframe = 16' / 4.87 Meters</li> <li>• Deck Length = 18' / 5.4 Meters</li> <li>• Frame to deck floor measurement = 13.25" / 25.4 mm</li> <li>• Working Pressure = 3000 PSI / 206.84 Bar</li> <li>• Dual Cylinder</li> <li>• Features and options equivalent to cSix models</li> </ul>  |  |  | <p>At time of bid, 1 unit available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# TORORD664632<br/>Additional information can be supplied upon request</p>        |
| Kargo King C8 RS Roll Off (RoTron)                                   | <p>2023 PETERBILT 348 ENGINE PACCAR PX-9 360@2000, Transmission Allison 3000 RDS-P, GEN 5, Tandem Axle, 60,000Lbs GVWR. Air Brakes<br/>Kargo King cEight Rental System<br/>OVERALL LENGTH 29'<br/>USABLE LENGTH 25'<br/>BEAVERTAIL LENGTH 39"<br/>BEAVERTAIL ANGLE 8.5"<br/>RUB RAIL N/A<br/>TIE DOWNS<br/>48" Dual Chain Slots,<br/>10.5" from Centers &amp; Heavy Duty<br/>D-Rings along Side of Deck<br/>4 Chain Slots in Beavertail<br/>D-Rings along Ps and Ds<br/>RECOVERY WINCH (OPTIONAL)<br/>Mounting Plate for Warn G2 (104520) Winch<br/>DECK HEIGHT FROM CHASSIS FRAME* 10.5"<br/>CHASSIS FRAME TO UNDER DECK FRAME* 10"<br/>FLOOR MATERIAL 3/16" Checker Plate on top of 3/16" Hardox 500 Tuff<br/>FLOOR COATING Gator Guard on Beavertail and Runway Strips on Deck<br/>HEADBOARD HEIGHT Fixed 53 1/16 "<br/>CABLE ATTACHMENT STYLE Hook<br/>DECK WEIGHT 6,500 lbs / 2,950 kg<br/>TYPICAL CHASSIS SPEC Tandem, with Lift Axle</p>  |  |  | <p>At time of bid, 1 unit available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# TORORD687907<br/>Additional information can be supplied upon request</p>        |
| Stellar 14' Mechanics Body & Crane                                   | <p>STELLAR TMAX2-14 Aluminum Machanic Body Package<br/>Aluminum Mechanic Body, All compartments 60", full size oxy bottle holders,<br/>Exterior DOT light package, Master-Lock system, Rear Stabilizer, (4) recessed cargo tie-downs, (6) rear mounted handles, sealed doors,<br/>point stainless steel latches, billet style hinges, 21" work bench bumper with thru-compartment,<br/>Stellar Hydraulic Driven Air Compressor, produces 46 CFM at 175 PSI. Includes 30 gallon air tank, back up alarm, Stellar 12630 Crane.<br/>Spray on bed liner, Mud Flaps, Heavy duty aluminum drawer set, shelves, dividers, Installed<br/>This build includes a Trailblazer 330 Generator<br/>Amperage 20 A - 330 A<br/>Weldable Metals Aluminum<br/>Stainless Steel<br/>Steel<br/>Rated Carbon Diameter 1/4 in (6.4 mm)<br/>Current Type DC<br/>Max Open Circuit Voltage 107 VDC<br/>Portability Lift Eye (Standard)<br/>Running Gear / Cart (Optional)<br/>Trailer (Optional)<br/>Engine Brand Kohler<br/>Engine Idle Speed 2400 RPM</p>  |  |  | <p>At time of bid, 1 unit available<br/>Chassis is not included on this package. Equipment only. It needs a 33,000 GVWR with a CA 120" chassis<br/>REF# MTNORD005836<br/>Additional information can be supplied upon request</p> |
| Stellar Mechanics Body & Service Crane 11 Foot Body 84" CA 19500gvwr | <p>2024 Ford F550 84" CA 19,500 GVWR<br/>Stellar TMAX1, 11' Aluminum, 52" Body.<br/>Stellar 7630 Crane: 7500lb maximum capacity. 30' Full hydraulic reach, Spray on bed liner, Mud Flaps, Heavy duty aluminum drawer set, shelves, dividers, Installed.<br/>(4) recessed cargo tie-downs, (2) rear mounted, handles, sealed doors, 12'-fold down tailgate, point stainless steel latches, billet style hinges, 21" work bench bumper with thru compartment, Stellar 40P Hydraulic Driven Compressor, produces 40 CFM at 100 PSI. Includes 25-gallon air tank, back up alarm, Stellar 7630 Crane</p> <p>Crane Rating*: 44,840 ft-lb (6.2 tm)<br/>Boom Length: 13' 4" (4.06 m) from CL of crane<br/>Boom Extension:<br/>• 1st Stage:Hydraulic 100" (254 cm)<br/>• 2nd Stage: Hydraulic 100" (254 cm)</p> <p>Maximum Horizontal Reach: 29' 8" (9.04 m) from CL of crane<br/>Maximum Vertical Lift: 31' 6" (9.62 m) from crane base<br/>Lifting Capacity*: 7,500 lbs @ 5' 10" (3,400 kg @ 1.78 m)<br/>1,535 lbs @ 29' 2" (696 kg @ 8.89 m)<br/>Boom Elevation: -10° to +80°<br/>Stowed Height (crane only): 38.6" (98 cm)<br/>Mounting Space Required: 20" x 21" (50.8 x 53.3 cm)<br/>Approximate Crane Weight: 1,715 lbs (778 kg)</p> |  |  | <p>At time of bid, 1 unit available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# TILORD000212<br/>Additional information can be supplied upon request</p>        |

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| <p>Sterling 15T 28' Beavertail</p>                               | <p>2025 Freightliner M2-106+, Engine: DD8 7.7L 6 CYL DUAL STAGE 350 HP<br/>Transmission: ALLISON 3000 RDS, Tandem Axle, 58,000lbs GVWR<br/>Front: 18,000lbs / Rear: 40,000lbs. CT:204" / WB: 270" / AF:120"<br/>STERLING GP - LOW PROFILE BEAVERTAIL BODY<br/>-Body Length: 28" / Body Width: 102"<br/>-26T / 52,000 lbs Capacity Deck<br/>- Low profile beavertail body built with I-beam crossmembers threaded through the channel runners, spaced at 300mm centres.<br/>- 8mm Angle side raves fitted to the sides of the body<br/>- Double bend beavertail fitted to the rear of the body, giving a minimal loading angle of approx. 12 degrees<br/>-Round breakbar fitted to each break-point of the sloping deck for enhanced strength and ease of use<br/>-Hydraulic steady legs fitted to the rear of the body, with auto-lower<br/>-Safety &amp; warning decals fitted to the body and ramp<br/>- Low 1000mm front headboard with steel infill to window height, hot dip galvanized.<br/>- Set/s of chain hooks fitted to the headboard<br/>- Recessed Chain Trays fitted in the two outer bays of the deck at the front of the body<br/>- 2 Fold-out LED worklights fitted to the headboard to illuminate the deck area<br/>- Slide out access steps &amp; grab handle/s fitted to the front of the body<br/>- Post &amp; socket edge protection system fitted. Stowage provide for the posts when not in use.<br/>- With extension brackets for slope mounted sockets<br/>- Yellow tensioned webbing straps included with handrail system<br/>- Pairs of heavy duty lashing rings recessed into the top of the side rave along the flat deck<br/>- 3 Pairs of heavy duty lashing rings recessed into the top of the side rave on the slope<br/>- Heavy duty lay flat lashing ring/s set into the centre of the deck<br/>- 3x Heavy duty lay flat lashing rings set into the centre of the slope deck<br/>- 2.5M x 1.0M twin hydraulic fold forward Cheese wedge ramps fitted to the rear of the body. Ramps fully hot-dip galvanized to give maximum protection against corrosion<br/>- Ramps powered by an electro-hydraulic powerpack.<br/>- Ramp control button box and spool valve fitted to the nearside of body<br/>- 28mm Keruing hardwood fitted to flat deck surface<br/>- 28mm Keruing hardwood fitted to slope surface<br/>- 32mm Keruing hardwood fitted to the Ramp surface<br/>- Expanded mesh fitted over the beavertail slope, running to 610mm forward of the breakpoint<br/>- Expanded mesh fitted to the rear tread-plate of the backend<br/>- Winch Plate Only Fitted at the front of the body, recessed into the headboard space permitting<br/>Aluminum Toolbox 60"Wx20"Hx24"D, Smooth, installed<br/>Pylon Holders for equipment deck<br/>Back Up Camera Package Installed<br/>Sterling 28ft Deck Rubrail addition<br/>Composite Outtrigger Pad, 18"x18"x1" (x2)</p> |  |  | <p>At time of bid, 1 units available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# CALORD139557<br/>Additional information can be supplied upon request</p> |
| <p>Versalift 29' Van Mounted<br/>Telescopic Boom Splice pkg.</p> | <p>2024 Ford T350 Transit, 9500 GVWR, 148" wheelbase RWD Low Roof Cargo Van<br/>VERSALIFT - Model VANTEL29NE<br/><br/>Non-insulated end mounted 29 ft. 9 in. telescopic aerial platform lift, including the following items:<br/>Increased platform capacity of 300 lbs<br/>Upper electric controls, platform interior mounted , including master control and emergency stop<br/>Remote hand-held electric lower controls including 30 ft. cable and override<br/>Engine stop/start control at platform and lower controls<br/>Non-continuous 360 degree rotation with electric limit system<br/>Two gpm open center hydraulic system<br/>Heavy duty aluminum inner boom<br/>Boom articulation from 8 degree below horizontal to 80 degree above horizontal<br/>Multi-link hose carrier system through booms<br/>Non-lube bearings used at all pivot points<br/>Integral hydraulic oil reservoir with dual sight glasses and 7 gallon capacity<br/>Hydraulic leveled walk-in 24" x 24" x 42" platform with L/H hinged door on curbside<br/>GFCI receptacle for 120 v power at platform<br/>Emergency power 12 VDC hydraulic system<br/>Manual 180 degree platform positioner<br/>Drop down boom tip, Rubber tube bucket rest,<br/>Boom cradle and ratchet type tie down strap, Two operators manuals and two service manuals, ANSI A92.2 data plate<br/><br/>Upfitting Includes:<br/>Partition w/ PDK1 door kit<br/>Partition Wing Kit f/ Ford<br/>Single extension ladder rack<br/>Data desk<br/>Steel adjustable shelf - 44"w x 46"h x 14"d (3)<br/>Rail kit for shelf units<br/>Bolt in dividers for shelf units(36)<br/>Harper-Deweze underhood pump assy.<br/>Hydraulic hose and fittings f/ boom</p>   |  |  | <p>At time of bid, 1 units available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# DARORD002890<br/>Additional information can be supplied upon request</p> |

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| Versalift 40' Truck Mounted Cable Placer Boom VST40                           | <p>2024 Ford F550 4X4 Chassis Cab DRW 169<br/>6.7L Power Stroke V8 Diesel. 10 speed Automatic 10R140<br/>19,500 lbs. GVW 225/70R19.5G Traction Tires<br/>VERSALIFT - VST40<br/>Working Height: 45.33 ft (13.72 m)<br/>Height to Bottom of Platform: 40.33 ft (12.19 m)<br/>Horizontal Reach: 30.17 ft (8.46 m)<br/>Stowed Travel Height: 10.5 ft (3.05 m)<br/>Platform Capacity: 600 lbs (272.15 kg)<br/>Insulated or non-insulated: Insulated<br/>Hydraulic hose and fittings f/ main outriggers<br/>Hydraulic hose and fittings f/ boom<br/>Voth 84CA Aerial/Mechanics Body w/aluminum tailshelf and handrail</p> <p>Hydraulic System<br/>Hydraulic Controls - Full Hydraulic<br/>Operating Pressure - 3000 psi (210.92 kg/cm<sup>2</sup>)<br/>Flow Rate - 6 gpm (22.71 lpm)<br/>Filtration - 10 micron return   100 mesh suction<br/>Power Source - PTO Pump</p> <p>Voth Service body for Aerial devices<br/>-Body Length: 132" / Body Width: 95" / Body Height: 42"<br/>-0.125" Welded 5050-H32 Aluminum - Powder coated White<br/>-LED Stop/Tail/Turn Lights<br/>-Stainless Whale Tail Handles<br/>-Three point locking system<br/>-Dual Automotive Door Seals<br/>-Formed Drip Edge<br/>-Shelving: 2 Per Vertical. 1 on Horizontal<br/>-6 J-Hooks in right rear inlieu of shelving<br/>-Master Locking System<br/>-Six 2000lb Swivel Tie Downs in load space<br/>-Two Rear Grab Handles<br/>-LED Strip lighting in all compartments</p>  |  |  | <p>At time of bid, 1 unit available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# DARORD002548<br/>Additional information can be supplied upon request</p> |
| Versalift 44' Truck Mounted Articulated Telescopic Boom SST40                 | <p>2024 Ford F550, 19,500lbs GVWR PTO provision 84"CA<br/>VERSALIFT SST-40-EIH, an insulated, end mounted 40 ft. telescopic articulating aerial platform lift, 45 ft. working height including the following standard and optional features:</p> <p>Standard platform capacity of 350 lbs. (158.7 kg).<br/>VERSALIFT TruGuard™ dielectric isolating system with right hand single stick control. All control handles are isolated and tested per ANSI A92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages.<br/>180° hydraulic platform rotator.<br/>Full pressure turret mounted lower controls including override.<br/>Engine start/stop system with controls at platform and lower controls.<br/>Continuous unrestricted rotation including three pass collector ring.<br/>Three gpm (11.4 lpm) open center hydraulic system.<br/>Chassis insulating system (lower boom insert) including fiberglass compensation link providing 12 inches (0.30 m) insulation gap.<br/>Fiberglass inner boom and patented ELECTROGUARD providing 42 in. (1.07 m) insulation gap fully retracted meeting ANSI A92.2 requirements for Category C, 46 KV and below.<br/>Hydraulic tool power at bucket. Quick disconnect couplers not included<br/>Voth Service body for Aerial devices<br/>-Body Length: 132" / Body Width: 95" / Body Height: 42"<br/>-0.125" Welded 5050-H32 Aluminum - Powder coated White<br/>-LED Stop/Tail/Turn Lights<br/>-Stainless Whale Tail Handles<br/>-Three point locking system<br/>-Dual Automotive Door Seals<br/>-Formed Drip Edge<br/>-Shelving: 2 Per Vertical. 1 on Horizontal<br/>-6 J-Hooks in right rear inlieu of shelving<br/>-Master Locking System<br/>-Six 2000lb Swivel Tie Downs in load space<br/>-Two Rear Grab Handles<br/>-LED Strip lighting in all compartments</p> |  |  | <p>At time of bid, 1 unit available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# DARORD002539<br/>Additional information can be supplied upon request</p> |
| Versalift 52' Truck Mounted Articulated Telescopic Boom w/ Material jib VST47 | <p>2024 Ford F550 19,500 GVWR 4x4 Reg Cab<br/>VERSALIFT VST47-I<br/>Working Height 51.83 ft (15.54 m)<br/>Height to Bottom of Platform 46.83 ft (14.02 m)<br/>Horizontal Reach 30.75 ft (9.14 m)<br/>Stowed Travel Height 11 ft (3.35 m)<br/>Platform Capacity 500 lbs (226.8 kg)<br/>Insulated</p> <p>Operating Pressure 3000 psi (210.92 kg/cm<sup>2</sup>)<br/>Flow Rate 6 gpm (22.71 lpm)<br/>Filtration 10 micron return   100 mesh suction<br/>System Type Open Center<br/>Power Source PTO Pump</p> <p>Lower Boom Articulation 0 to +84°<br/>Inner/Outer Boom Articulation -25° to +85°<br/>Inner Boom Extension 103 in (2.62 m)<br/>Upper Boom Insulation Gap 64 in (1.63 m)<br/>Lower Boom Insulation Gap 12 in (0.3 m)<br/>Lower Boom Lift Eye Capacity 1000 lbs (453.59 kg)<br/>Boom Rotation Continuous<br/>SBA132DRW84B-GWA - VOTH 84CA AERIAL BODY<br/>-Body Length: 132" / Body Width: 95" / Body Height: 42"<br/>-0.125" Welded 5050-H32 Aluminum<br/>-LED Stop/Tail/Turn Lights<br/>-Stainless Whale Tail Handles<br/>-Three point locking system<br/>-Dual Automotive Door Seals<br/>-Formed Drip Edge<br/>-Shelving: 2 Per Vertical. 1 on Horizontal<br/>-6 J-Hooks in right rear inlieu of shelving<br/>-Master Locking System<br/>-Six 2000lb Swivel Tie Downs in load space<br/>-Two Rear Grab Handles<br/>-LED Strip lighting in all compartments<br/>-Front Gravel Guards<br/>-Gas Shock Door Holders (Vertical) Chains (Horizontal)<br/>-11" Tailgate<br/>-Powder Coat White<br/>- Voth 24" Aluminum Tailshelf and Handrail</p>   |  |  | <p>At time of bid, 1 unit available<br/>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>REF# DARORD002550<br/>Additional information can be supplied upon request</p> |

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| Voth 11'9" Dump Body Aluminum  | <p>2025 Ford F550 84"CA 19,500 GVWR</p> <p>Voth Aluminum 11'9" Dump Body 20" Folding Sides, 26" Two Way Tailgate, 53" Headboard with Cabshield, Pull Tarp, 12 ton Eagle Telescopic Cylinder</p> <p>Body Features:<br/>         6" V-shaped long sills<br/>         1" Lower Center of Gravity of payload<br/>         Sides &amp; Tailgate: Double Wall for Heavy Duty Application<br/>         Tailgate: Single Lever Latch means improved safety to operator<br/>         Light weight floor design &amp; heavy-duty sides/tailgate ensures long lasting work life<br/>         Single Level/Latch Tailgate<br/>         Voth Dump Install Kit, 12 VS Power Pack and wiring Kit Includes: Power Pack (12VS) with Enclosure and Breaker, Gas Filler Extend Brackets, Mudflaps w/ Anti-Sail Brackets, Installed with Dump Body</p> <p>Hitch Plate, 10T Pkg w/10T C-Hook, Installed kit Includes:<br/>         1/2" Welded Pintle Plate with choice of 6 or 7 pin trailer plug, 10 ton M.G.T.W., 1 ton tongue weight, 10 ton C-Hook (bolt on), Installed</p> <p>Aluminum 36" toolbox package kit Includes:<br/>         Aluminum Toolbox 36" x 18" x 18" with Cam Lock, Dual Barn Doors mounted to Truck Frame, Steel Brackets. with Installation<br/>         Aluminum Toolrack mounted on headboard</p>  |  | <p>At time of bid, 1 unit available<br/>         Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model<br/>         REF# TILQTE000383<br/>         Additional information can be supplied upon request</p>                                       |
| Voth 13'9" Dump Body Aluminum  | <p>FORD F650 120"CA</p> <p>Voth Aluminum 13'9" Dump body, 20" Folding sides, 26" two way tailgate with gravel chute. 66" headboard with cabshield, Pull tarp, 12 Ton Eagle Telescopic Cylinder</p> <p>PTO/pump for Ford transmission<br/>         Fabricated 1/2" Pintle plate with 15ton Hook<br/>         Aluminum Toolbox 36" x 18" x 18" with Cam Lock, Dual Barn Doors<br/>         Aftermarket Brake controller</p>   |  | <p>At time of bid, 1 unit available<br/>         Chassis is not included on this package, chassis supplied by Capital Ford Lincoln in Regina that would be priced at time of purchase.<br/>         REF# REGORD015961<br/>         Additional information can be supplied upon request</p> |
| Voth 18FT Galvanized Dumping Deck  | <p>Voth 18FT Job boss Galvanized Dumping deck<br/>         48"Headboard, Wood Floor, drive and passenger side winch track and straps<br/>         ICC Bumper<br/>         Power up, power down power pack with enclosure and breaker. Gas filler extend brackets, mudflaps with Anti sail brackets<br/>         Aluminum Toolbox 48" x 18" x 18" with Cam Lock, Dual Barn Doors</p>   |  | <p>At time of bid, 1 unit available<br/>         Chassis is not included on this package, chassis supplied by Downey Ford Sales in Moncton, that would be priced at time of purchase.<br/>         REF# MTNORD004381<br/>         Additional information can be supplied upon request</p>  |
| Voth Mechanics Body & Service Crane 60" High Front 11 foot (84"CA) 19500gvwr | <p>SBA132DRW84C7-60-A 53k ft-lbs Crane Structure, 60" front cabinet</p> <p>STANDARD FEATURES</p> <ul style="list-style-type: none"> <li>-Body Length: 132" / Body Width: 95" / Body Height 42" or 60"</li> <li>-0.125" Welded 5050-H32 Aluminum</li> <li>-LED Stop/Tail/Turn Lights</li> <li>-Stainless Whale Tail Handles</li> <li>-Three point locking system</li> <li>-Dual Automotive Door Seals</li> <li>-Formed Drip Edge</li> <li>-Shelving: 2 Per Vertical (42" and 3 on 60"). 1 on Horizontal</li> <li>-Shelving: 60" Passenger side vented w/ bottle bracket</li> <li>-6 J-Hooks in right rear inlieu of shelving</li> <li>-Master Locking System</li> <li>-Six 2000lb Swivel Tie Downs in load space</li> <li>-Two Rear Grab Handles</li> <li>-LED Strip lighting in all compartments</li> <li>-Front Gravel Guards</li> <li>-Gas Shock Door Holders (Vertical) Chains (Horizontal)</li> <li>-11" Tailgate</li> <li>-Powder Coat White</li> <li>ROLLUP COVER</li> </ul> <p>CRANE MOUNT SPEC:</p> <p>Cobra 5500 – 3,4 tm</p> <p>two telescopic extensions with fully hydraulic stages</p> <p>horizontal extension (from center of rotation)m 6,08</p> <p>Crane Tower Rating: 30'000 to 53,000 ft.lbs</p> <p>Rear Mount Cabinet Material: STRENX 100 XF ½" Thick and 5/16" thick Steel</p> <p>Rear Cabinet Dimensions: 21.50"W x 36.25"H</p> <p>Type E 0B-TD-EML-PMS-BIG 45K Manual out/down stabilizer</p> <p>Tank 15G Aluminum Side</p> <p>E-TRACK,HORIZONTAL,(10FT)GREYGrip Strut Grating, Alum, 5052-H32</p> <p>diamond Luverne - 17+ FORD SD W2W GRIP/RGL BRK Set of 2 Grip Step</p> <p>End</p> <p>Caps plus hardware</p> <p>Miller 302 Air pak</p> <p>Output Range DC stick 25–300 A</p> <p>MIG/flux-cored 13–35 V, 350 A</p> <p>DC TIG 10–300 A</p> <p>AC TIG/stick 10–225 A</p> <p>Auxiliary Power Output Rated at 104°F (40°C)</p> <p>13,000 watts peak, 11,000 watts continuous</p> <p>Air Compressor</p> <p>31 cfm, 100% duty cycle, 80–160 psi</p> <p>Battery Charge/Crank Assist</p> <p>Battery charge: 12/24 V, 10–75 A</p> <p>Battery crank assist: 12/24 V, 450 A /350 A</p> |  | <p>At time of bid, 1 unit available<br/>         Chassis is not included on this package, chassis supplied by Capital Ford Lincoln in Regina that would be priced at time of purchase.<br/>         REF#REGORD015682<br/>         Additional information can be supplied upon request</p>  |

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| Voth Mechanics Body & Service<br>Crane 60" High Side 11 Foot<br>Body 84" CA 19500gvwr | <p>Voth 84CA Crane body, 60" Sidepacks, 53000 ftlb crane mount</p> <p>STANDARD FEATURES</p> <ul style="list-style-type: none"> <li>-Body Length: 132" / Body Width: 95" / Body Height 42" or 60"</li> <li>-0.125" Welded 5050-H32 Aluminum</li> <li>-LED Stop/Tail/Turn Lights</li> <li>-Stainless Whale Tail Handles</li> <li>-Three point locking system</li> <li>-Dual Automotive Door Seals</li> <li>-Formed Drip Edge</li> <li>-Shelving: 2 Per Vertical (42" and 3 on 60"). 1 on Horizontal</li> <li>-Shelving: 60" Passenger side vented w/ bottle bracket</li> <li>-6 J-Hooks in right rear inlieu of shelving</li> <li>-Master Locking System</li> <li>-Six 2000lb Swivel Tie Downs in load space</li> <li>-Two Rear Grab Handles</li> <li>-LED Strip lighting in all compartments</li> <li>-Front Gravel Guards</li> <li>-Gas Shock Door Holders (Vertical) Chains (Horizontal)</li> <li>-11" Tailgate</li> <li>-Powder Coat White</li> <li>Type B Outrigger, 10-23 t-m, adj. height, hydraulic lock, manual extension</li> <li>Stellar Crane, Telescopic, 5521, Electric CDT</li> <li>Crane Rating (with Boost): 29,500 ft-lb (4.1 tm)</li> <li>Standard Boom Length: 11' (3.35 m) from CL of crane</li> <li>Boom Extension: <ul style="list-style-type: none"> <li>• 1st Stage: Hydraulic 60" (152.4 cm)</li> <li>• 2nd Stage: Manual 60" (optional)</li> </ul> </li> <li>Maximum Horizontal Reach: 21' (6.4 m) from CL of crane</li> <li>Maximum Vertical Lift: 22' 11" (6.99 m) from crane base</li> <li>Lifting Capacity*: 5,000 lbs @ 5' 10" (2,268 kg @ 1.78 m)</li> <li>1,400 lbs @ 21' (635 kg @ 6.4 m)</li> <li>Boom Elevation: -10° to +80°</li> <li>Stowed Height (crane only): 33" (83.8 cm)</li> <li>Mounting Space Required: 20" x 21" (50.8 x 53.3 cm)</li> <li>Approximate Crane Weight: 2H: 1,390 lbs (631 kg)</li> <li>1H1M: 1,275 lbs (578 kg)</li> <li>Winch: <ul style="list-style-type: none"> <li>• Rope Diameter: 5/16" (0.794 cm)</li> <li>• Line pull speed: 70 ft/min (21.34 m/min)</li> <li>• Max. single part line: 2,500 lbs (1,135 kg)</li> <li>• Max. double part line: 5,000 lbs (2,268 kg)</li> </ul> </li> <li>Rotation: 400° power (worm gear)</li> <li>Power Supply Required: 12V Power Unit: 2 gpm @ 2,500 psi (7.6 lpm @ 172 bar)</li> <li>PTO &amp; Pump: 8 gpm @ 2,500 psi (30.31 lpm @ 173 bars)</li> </ul> |  |  | <p>At time of bid, 1 unit available</p> <p>Chassis is not included on this package, chassis supplied by a dealer at time of purchase</p> <p>REF# TILORD000252</p> <p>Additional information can be supplied upon request</p>       |
| Voth 11'9" Dump Body - Steel  | <p>2025 Ford F550 84"CA 19,500 GVWR</p> <p>Voth Steel 11'9" Dump Body</p> <p>14" Folding Sides, 20" Two Way Tailgate</p> <p>53" Headboard with Cabshield and Pull Tarp</p> <p>12 ton Eagle Telescopic Cylinder, Black</p> <p>Power Pack (12VS) with Enclosure and Breaker,</p> <p>Gas Filler Extend Brackets, Mudflaps w/ Anti-Sail Brackets, Installed with Dump Body</p> <p>1/2" Welded Pintle Plate with choice of 6 or 7 pin trailer plug, 10 ton M.G.T.W., 1 ton tongue weight, 10 ton C-Hook (bolt on), Installed</p> <p>Aluminum Toolbox 36" x 18" x 18" with Cam Lock, Dual Barn Doors mounted to Truck Frame, Steel Brackets. with Installation</p> <p>Aluminum Toolrack mounted on headboard</p>   |  |  | <p>At time of bid, 1 unit available</p> <p>Price is Chassis specific. Price subject to change based on a different Chassis Year/Make/model</p> <p>REF# TILQTE000382</p> <p>Additional information can be supplied upon request</p> |
| Voth 9'9" Steel Dump - City of Winnipeg Configuration                                 | <p>S1099-DPM014-VTB - 9'9" Voth Steel Dump, Custom, Black (City of Winnipeg Configuration)</p> <p>4 x aluminum fold down sides bumper stops for 14/20" Voth/Gen doors</p> <p>2 x Bolt On, Retractable Step with Tray, 2 Rungs, Black</p> <p>2 x Bolt On, 36" Grab Bar, Yellow</p> <p>4 x Bolt On, Lumber Rack, Black</p> <p>2 x Heavy Duty Cast Aluminum Folding Step</p> <p>1 x SINGLE AXLE POLY MOUNTING KIT</p> <p>1 x POLY RND SNGL AXLE FENDER BLK Pair 21" W</p> <p>1 x Responder LP 500 LIN6 Amb Perm PN# R2LPFA</p> <p>1 x Titan 50" Fleet High Profile Arrow Bar PN# 57748-2</p> <p>1 x 57xxx Traffic Dir/Arrow Fleet Harness, 50 Feet and Controller</p> <p>2 x Strobe Lights PN# 5GA00FAR</p> <p>Voth - Pintle/Hitch Plate, 10 ton, Ford/Dod class 5, 16", Rec'r - Bolt On</p> <p>Eagle - Power Pack, PUPD, 12 vDC, 6.24 gal, 3000 psi up, 750 psi down</p> <p>pump box steel w/ alum cover complete for 12 volt power pack Mounting</p> <p>COMBINATION HITCH C/W 2 5/16" BALL 8 TON with PINTLE BALL 2"</p> <p>BODY UP INDICATOR, Buzzer Alarm 12V</p> <p>CONSPICUITY TAPE, 2" , RED/WHITE</p> <p>Custom Running board - as Per City Of Winnipeg Specs</p> <p>Backup alarm 99202</p>   |  |  | <p>This will be offer upon request. Chassis is not included.</p> <p>REF# WINQTE003725</p> <p>Additional information can be supplied upon request</p>   |

Agreement acceptance

Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

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

Documents

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

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

The maximum size is 10 MB.

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

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

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

- Warranty information - optional (optional)
- Information on goods offered - optional (optional)
- [Hot item list and prices - optional](#) - Canoe WRDP Packages.pdf - Tuesday November 26, 2024 13:26:57
- Additional Document (optional)

**Addenda, Terms and Conditions**

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

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

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

**1.1.1 Ability to Provide Deliverables**

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

**1.1.1.2 Non-Binding Pricing**

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

**1.1.2 Proposals in English**

All proposals are to be in English only.

**1.1.3 No Incorporation by Reference**

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

**1.1.4 Past Performance**

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

**1.1.5 Information in SOLICITATION Only an Estimate**

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

**1.1.6 Proponents to Bear Their Own Costs**

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

**1.1.7 Proposal to be Retained by Canoe**

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

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

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

**1.1.9 Trade Agreements**

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

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

**1.2 Communication after Issuance of Solicitation**

**1.2.1 Proponents to Review Solicitation**

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

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

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

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

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

**1.2.4 Verify, Clarify, and Supplement**

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

**1.2.5 Restricted Communications**

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

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

**1.2.6 Authorized Communications, Amendments, Waivers**

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

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

**1.3 Notification and Debriefing**

### 1.3.1 Notification to Other Proponents

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

### 1.3.2 Debriefing

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

### 1.3.3 Procurement Protest Procedure

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

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

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

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

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

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

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

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

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

## 1.4 Conflict of Interest and Prohibited Conduct

### 1.4.1 Conflict of Interest

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

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

### 1.4.2 Disqualification for Conflict of Interest

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

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

### 1.4.3 Disqualification for Prohibited Conduct

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

### 1.4.4 Prohibited Proponent Communications

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

### 1.4.5 Proponent Not to Communicate with Media

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

### 1.4.6 No Publicity or Promotion

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

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

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

### 1.4.7 No Lobbying

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

### 1.4.8 Illegal or Unethical Conduct

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

### 1.4.9 Supplier Suspension

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

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



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

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

## **1.5 Confidential Information**

### **1.5.1 Confidential Information of Canoe**

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

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

### **1.5.2 Confidential Information of Proponent**

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

## **1.6 Procurement Process Non-Binding**

### **1.6.1 No Contract A and No Claims**

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

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

### **1.6.2 No Contract until Execution of Written Agreement**

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

### **1.6.3 Non-Binding Price Estimates**

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

### **1.6.4 Cancellation**

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

### **1.6.5 Competition Act**

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

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

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

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

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

### **1.7.1 No Prohibited Conduct**

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

### **1.7.2 Disclosure of Information**

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

## **1.8 Governing Law and Interpretation**

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

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

End of PART D



I have the authority to bind the Proponent.

- Ivan Valverde, Channel Manager Equipment Sales, Drive Products

Conflict of Interest

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

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

☒ Yes ☐ No

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

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

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

**Schedule “B1”**

**PRICING**

**Schedule "C"****MARKETING AND PROMOTION OF AGREEMENT**

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

## Schedule "D"

## SAMPLE SALES REPORT



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

CANOE SUPPLIER ADMIN FEE TEMPLATE  
 Monthly Submission of Data Required

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