

## 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: Staples Professional Inc.

Supplier Corporate Jurisdiction: 550 Pendant Drive, Mississauga, ON L5T 2W6  
(the "**Supplier**"), as of

Date of Agreement: August 1, 2024 regarding

RFP No. CAN-2024-007

RFP Title Janitorial Supplies and Related Equipment  
(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 until July 31, 2027, 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

### **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)

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) 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 by Member**

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

#### **8.2 Reduction in Scope**

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

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

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

#### **8.4 Termination by Canoe**

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

- (a) at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days notice to the Vendor;

- (b) on written notice to the Supplier where the Supplier: (i) commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or equivalent legislation; (ii) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (iii) has a receiver and/or manager appointed over its assets or makes an application to do so; (iv) has a resolution or a petition filed or an order made for its winding up; or (v) ceases to carry on business;
- (c) on thirty (30) days' written notice to the Supplier, following the occurrence of any material change in Canoe's requirements which results from regulatory or funding changes or recommendations issued by any Governmental Authority; or
- (d) on written notice to the Supplier if the Supplier breaches in any material respect any of its obligations or covenants hereunder with respect to Confidential Information or privacy.

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

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

#### **8.6 Orderly Termination**

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

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

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

#### **8.8 Survival**

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

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

## **ARTICLE 9 FORCE MAJEURE**

### **9.1 General**

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

### **9.2 Notice and Performance**

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

### **9.3 Right to Terminate**

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

## **ARTICLE 10 DISPUTE RESOLUTION**

### **10.1 General**

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



## 10.2 Election

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

## 10.3 Arbitration Site and Arbitrator

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

## 10.4 Procedure

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

# ARTICLE 11 GENERAL

## 11.1 Notices

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

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

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

- (i) if delivered in person, on the day it was delivered;

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

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

## **11.2 Contact Information for Notices**

Any Notice to Canoe shall be addressed to:

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

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

Any Notice to the Supplier shall be addressed to:

Staples Professional Inc.

Attention: Kevin Kraiger  
Tel: 780-915-5064  
Email: [Kevin.Kraiger@staples.com](mailto:Kevin.Kraiger@staples.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

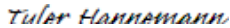
Each Party will take all necessary actions, obtain all necessary consents, file all necessary registrations and execute and deliver all necessary documents reasonably required to give effect to this Agreement.

#### 11.12 Counterparts

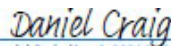
This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by Electronic Transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by Electronic Transmission) 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 Hanneman  
 Title: General Manager, Canoe Procurement Group

Supplier/Legal Name: **STAPLES PROFESSIONAL INC.**

By:   
 Name: Daniel Craig  
 Title: VP, Sales, Account Management and Unes of Business

**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 services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by industry standards.

#### **1. Requested goods**

The scope of this RFP is Janitorial Supplies and Related Equipment.

#### **2. Utilization of the contract – Canoe members**

Canoe members may choose but are not obligated to order the goods during the term of the agreement. There is no minimum guarantee of usage.

Canoe is seeking proposals for Janitorial Supplies and Equipment ideally to include a digital catalog system permitting Members to make web-based purchases, and receive delivery of:

- a. Cleaning supplies and chemicals, including, general purpose cleaners, restroom cleaners, disinfectants, institutional products, and floor care products;
- b. Janitorial equipment, including scrubbers, floor machines, vacuums, rider sweepers, steam cleaners, sanitizing and electrostatic sprayers, disinfectant foggers, UV disinfection lights, supplies and accessories;
- c. Consumable items, including facial tissue, toilet tissue, dispensers, towels, liquid soap, foam soap, hand sanitizer, and antibacterial wash;
- d. Facility and sanitary maintenance products, including brooms, mops, brushes, trash receptacles, and liners;
- e. Breakroom supplies, including paper or tissue products and cleaners;
- f. Safety supplies, including gloves, masks, goggles, face shields, disposable aprons, and signage;
- g. Purchase and rental of janitorial related equipment; and,
- h. Customer support, training or assessment services related to the purchase of the supplies, products or equipment offered.

### **Delivery and Logistics**

When warranted, delivery arrangements, cadence will be determined at the member level. Each member organization will have its own unique requirements and preferences regarding delivery schedules, shipping methods, and logistics.

### **3. Requirements**

Proponents should provide a compelling proposal that will easily and clearly show overall best value based on the scope represented in this RFP. 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 Deliverables when answering the questions in the Procurement Portal.

## **B. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form and Specification Questionnaires**

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

Proponents must input their answers directly to the Specification Questionnaires into the Procurement Portal.

Proposals submitted in another manner than into the procurement portal will not be reviewed and deemed non-compliant.

### **2. Pricing**

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

## **C. MANDATORY TECHNICAL REQUIREMENTS**

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

## **D. PRE-CONDITIONS OF AWARD**

- Submission of proof of insurance

**SCHEDULE "B"**

**SUPPLIER RESPONSE TO THE RFP**



# CAN 2024-007 - Janitorial Supplies and Related Equipment

Opening Date: April 30, 2024 3:22 PM

Closing Date: June 6, 2024 3:00 PM

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## Vendor Details

Company Name: Staples Professional Inc.

Does your company conduct business under any other name? If yes, please state: Staples Professional Inc.

Address:

Contact:

Email:

Phone:

HST#:

## Submission Details

Created On: Wednesday May 01, 2024 11:15:06

Submitted On: Wednesday June 05, 2024 10:34:39

Submitted By:

Email:

Transaction #: da3e4618-9c24-4280-93b5-f3310fac8c59

Submitter's IP Address: 170.37.121.130

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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):	Staples Professional Inc.
2	Proponent Address:	550 Pendant Drive, Mississauga, ON L5T 2W6
3	Proponent website address:	<a href="https://www.staplesprofessional.ca/">https://www.staplesprofessional.ca/</a>
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	-
5	Proponent's primary contact for this proposal (name title address email address & phone):	Becky Sheppard Strategic Account Leader Becky.Sheppard@staples.com 780-468-8829
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	Jonathan Yap      Kevin Kraiger Sales Manager Kevin.Kraiger@Staples.com 780-915-5064
7	Proponent GST registration number:	
8	If the Proponent is representing a consortium, each member of that consortium.	N/A
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	<p><b>Brief History of Our Company</b> Staples Professional Inc. is wholly owned by Staples Canada ULC. For 38 years, since 1986, Staples has been the industry pioneer, making it easy for businesses of all sizes to get the products and services they need. We've grown to become the leader in all business channels—retail, online and business-to-business delivery.</p> <p>For over 30 years, Staples Professional has been a proud supporter of Canoe. Claudette Barton, who has supported Canoe for almost 35 years, is excited about the opportunity to leverage her experience and continued success with Canoe to best support your Janitorial Supplies and Related Equipment needs.</p> <p>Claudette is dedicated to continuing to find you the best solutions, making purchasing easier and helping to bring control to operational expenses. Claudette's years of experience with Canoe enable her to leverage best practices and provide solutions to all members.</p> <p><b>Geographical Coverage</b> Staples Professional provides full service to all provinces and territories through our sales offices and distribution centres located across the country – including two distribution centres in Alberta and one in Saskatchewan. We have nationwide coverage to best serve Canoe.</p> <p>Our Canadian locations are strategically located close to our delivery partners, vendors, and customers to keep our network costs low while providing incomparable service.</p> <p><b>Core Values and Business Philosophy</b> Our vision at Staples Professional Inc. is simple: Together we make the workplace work. To achieve this vision, our associates focus on our three core values:  - Put the customer first. Always.  - Work together. Be inclusive.  - Stay curious. Be your best.</p> <p>Our business is driven by operating with the highest levels of integrity, creating a strong culture of diversity and involvement, strengthening the communities where we live and work, and continually improving our environmental performance. At Staples, corporate social responsibility continues to be a key priority for our business and is woven into our company objectives and targets. Setting corporate social responsibility goals and tracking our performance against our metrics is one of our most important functions. Our holistic approach is to ensure we consider not only our bottom-line results, but also how we can amplify our impact to the environment and community while strengthening our diversity.</p> <p>Our corporate social responsibility programs focus on four pillars: community, environment, ethics, and diversity. Our associates are proud to engage in these programs as they know change comes from within and leading by example is the best way to make a long-lasting impact. We're dedicated to making an impact to create meaningful change in these four pillars</p> <p><b>Community</b>  - We reach out to and support the communities in which our customers and associates live and work.  - We deepen associate community engagement by increasing awareness and participation in local volunteer opportunities.  - We increase associate involvement in our philanthropic initiatives.  - We focus on supporting local organizations to maximize impact in communities.  - We increase customer engagement in community giving through support of cause marketing campaigns.</p> <p><b>Environment</b>  - Help our customers reduce their environmental impact by offering more sustainable products and services.  - Continue to improve sourcing, identification, and the promotion of a wider assortment of greener products to customers.  - Offer easy customer recycling solutions of ink and toner cartridges, batteries, e-waste and gently used Staples boxes.  - Reduce the use of outbound packaging materials and optimize delivery routes to reduce emissions.  - Reduce waste sent to landfills by organics/recycling in garbage separation, recycling of ink and toner cartridges, e-waste, batteries, cardboard boxes, coffee pods and pen recycling.  - Maximize energy efficiency and renewable energy.  - Eliminate internal use of bottled water and plastic straws and provide associates with reusable water bottles and straws.</p> <p><b>Ethics</b>  - Continue to provide easy access to associate ethics training on policies and other training resources so associates have the tools needed to act with integrity.  - Promote our Code of Ethics and hold all our associates, from the boardroom to the office, warehouse, and transportation, to the highest standards of honesty, fairness and integrity.  - Continue to encourage associates to speak up and raise questions and concerns through our global ethics helpline or other options.  - Our commitment to the Staples Supplier Code of Conduct assures our customers that our products are responsibly sourced to ensure compliance.</p> <p><b>Diversity</b>  - We seek to develop a workforce that reflects the diversity of the communities and customers we serve all over the world by embracing diversity in all its forms—race, gender, thought and experience. We promote a culture of inclusion within our workforce.  - We have created a Diversity and Inclusivity Policy to develop our business to reflect the diversity of our customers through the diversity of our own workforce, suppliers, and partners. By developing new programs, we will enhance and leverage our workforce diversity and promote diversity among our suppliers.  - We recognize that being a successful company requires people with rich backgrounds and diverse perspectives. We know that our differences promote creative thinking and problem-solving. With an invigorated focus on inclusion, we strive to operate in a way that each associate feels comfortable bringing their whole self to work. Our desire to attract, develop and retain associates that reflect our diverse customer base is essential to our growth and evolution.</p> <p><b>Longevity in the Industry</b> In 2003, we entered the facility solutions line of business as a national competitor based on the demand from customers. Over time, we expanded our product offerings and brought in field sales specialists so that we not only understood the unique needs of our customers but were able to support the solutions that they required.</p> <p>Our vision is to be the market leader in facilities solutions by providing businesses with a dedicated partner for all their facility needs. Our facility solutions offering includes everything businesses need to keep their buildings clean and their people safe. Our goal is for organizations to choose Staples Professional as their preferred custodial supplier, so they can benefit from our consultative support, personalized service, and substantial product assortment.</p> <p>Staples believes our growth and competence as an organization flows from a bedrock commitment to service. We take a specialized approach to custodial supplies. We have a dedicated facilities team that focuses exclusively on this category. Each account manager under the Staples sales team is assigned a facility solutions (FS) specialist who represents the entire facility product category.</p> <p>The FS specialist is an expert in all subcategories of facility supplies, including, but not limited to:  - Cleaning chemicals and floor care  - Cleaning and sanitation consumables  - Safety supplies  - First aid</p>

		<p>- Personal protective equipment</p> <p>Corporate Historic Milestones</p> <ul style="list-style-type: none"><li>- 2023 – Staples Professional Inc. acquires Beattie Stationery Ltd. and Monarch Office Supply Inc.</li><li>- 2022 – Staples Professional Inc. acquires two Canadian office supplies dealers, Denis Office Supplies and Furniture and Supreme Basics.</li><li>- 2021 – Staples Professional aligns with Staples Canada ULC and rebrands to Staples Professional.</li><li>- 2017 – Returned to our roots and became a private company again.</li><li>- 2016 – Staples Advantage changes its name to Staples Professional to emphasize the many advantages its breadth of products, services, and expertise offered to business buyers.</li><li>- 2010 – Staples Advantage is awarded ISO 9001 and ISO 14001 certification across Canada.</li><li>- 2009 – Rebranded Staples' contract division as Staples Advantage; Corporate Express Canada, Inc. now operates as Staples Professional Canada.</li><li>- 2008 – Acquired Corporate Express and Coastwide Laboratories, allowing us to expand into janitorial and facilities supplies, contract furniture, and other product categories.</li><li>- 2003 – Entered the facility solutions market.</li><li>- 2002 – Became the world's largest seller of office supplies, with revenues topping \$11 billion; issued an industry-first environmental paper procurement policy, formalizing Staples' commitment to the environment.</li><li>- 1997 – Launched EWay.ca in Canada as our contract e-procurement website.</li><li>- 1994 – Corporate Express Canada, Inc. became incorporated in Canada.</li><li>- 1991 – Helped found Canada's first office superstore, The Business Depot LTD.</li><li>- 1986 – Invented the office products superstore with the opening of its first store in Brighton, Massachusetts.</li></ul> <p>As a leading North American supplier, Staples Professional has the resources and technical ability in place to manage Canoe 's demand for Janitorial Supplies and Related Equipment. As mentioned above, we are a long standing partner of Canoe with 30+ years experience serving your members and can continue to provide exceptional services in this new contract.</p> <p>With our consistent financial performance, we are able to continually invest in our programs, technology, and people to stay ahead of our customers' evolving requirements.</p> <p>Given our industry-leading buying power, Staples Professional has established a strong position as a Tier I supplier with our manufacturers (including Diversey, Cascades, GOJO, and many more), allowing us to support Canoe with high service levels and fill rates as your custodial supplies requirements expand. Our strategy is to provide our customers great-value products that we source globally by leveraging the buying power of Staples.</p> <p>To provide you with an understanding of the value we can offer we have highlighted key program elements that will enable Canoe to realize these benefits. The most critical elements include:</p> <ul style="list-style-type: none"><li>- Access to an extensive assortment of custodial products to meet your every business need—paper products, garbage bags, janitorial supplies, and housekeeping products.</li><li>- Access to a specialized and dedicated team that understands your complex business requirements and can leverage a strong record of experience in facilities supplies to help you maximize your team's efficiency while driving down supply costs.</li><li>- A vast and tightly integrated support network that mirrors your organizational footprint, improving delivery accuracy, productivity, compliance, and user satisfaction.</li><li>- The ability to access a large number of vendors for one-off or special orders.</li></ul> <p>We are confident that our capacity in all resource areas—experience, product inventory availability, electronic ordering, sales, warehousing, delivery, administration, etc.—will enable us to fulfill all of the requirements of this Janitorial Supplies and Related Equipment RFP. Our service network covers the entire province of Alberta and is deep enough to handle the volume anticipated in this RFP.</p> <p>It is our intention to work diligently to ensure that all users are informed, aware, and participating in this Janitorial Supplies and Related Equipment program as soon after the initial go-live date as possible. We have the ability to ramp up our resources to accommodate all participation in this agreement with no negative impact on our service level.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	N/A

Bill S-211 declaration

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

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

Geographical coverage for offering

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

Experience and program offering

Line Item	Question	Reponse *
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1	Provide a high level description of the goods that you are offering in your proposal. Provide information on the quality standards and certifications of your goods. You can attach a more detailed list in the procurement portal.	<p>We maintain strong relationships with the leading Facility vendors and as such, we offer a wide breath of Janitorial offerings and categories with high-quality, trusted products to best serve Canoe. To best showcase our quality standards tracked, we have attached a detailed list to the portal.</p> <p><b>Service Delivery</b> Our Facility Specialists are Global Biorisk Advisory Council (GBAC) certified. GBAC Star is the gold standard of high performance cleaning and maintenance regimen for facilities. Should any products on this contract be out of stock – or, if alternative, better products are available - your dedicated, GBAC STAR™ certified facility solutions specialist will work with you to identify suitable, equivalent products</p> <p><b>Supplier Code of Conduct</b> To ensure we are providing our clients with high quality products, Staples Professional has a thorough process for qualifying and onboarding new suppliers. We seek to work with suppliers that source their products in a manner that protects workers' human rights, workers' health and safety, and the environment. Suppliers providing us with owned-brand products, for example, are required to strictly comply with our Supplier Code of Conduct.</p> <p>The initial vendor onboarding process begins with a new vendor evaluation form. This form is used to collect information pertaining to the supplier's environmental and quality policies to ensure alignment to Staples' Supplier Code of Conduct. Part of the qualification process also includes a review of the organization's financial stability and operational capabilities. We regularly audit supplier factories to ensure compliance using independent third-party auditors. Staples Professional partners with Bureau Veritas ("BV"), a world leader in laboratory testing, inspection, and certification services. All imported products are tested by BV for safety and social accountability.</p> <p>We partner with manufacturers and merchandising partners to ensure we are supporting high quality products for our customers. We work closely with top North American and International brands such as Diversy, Kimberly Clark, GoJo, Purell, Rubbermaid, Cascades, Proctor and Gamble, and SC Johnson. As such, we are now a recognized top janitorial supplier for the products requested in the RFP in Canada.</p> <p><b>Environmental</b> From an environmental standpoint, we strive to make it easy for you to join us in protecting the environment. Our eco products may fall into one or more of the following categories:</p> <ul style="list-style-type: none"> <li>- Third-Party Standard – Products that are certified to be environmentally preferable by a credible third-party organization such as Forest Stewardship Council, Green Seal, ENERGY STAR, ECOLOGO and/or that meet the standards set forth by a credible third-party organization.</li> <li>- Biodegradable/Compostable – Products that meet or exceed ASTM standards for biodegradation and/or are compostable in current municipal facilities.</li> <li>- Bio-Based – Products that are made with biological materials or renewable domestic agricultural materials (including plant, animal and marine materials).</li> <li>- Recycled Content – Products that contain post-industrial and/or post-consumer recycled material, diverting them from waste streams and landfills.</li> <li>- Renewable/Reduced Energy – Products that are made in a facility that is powered by a renewable energy source such as wind, solar, or biomass, or in a facility that purchases renewable energy credits and/or products that use less energy than their conventional counterparts.</li> <li>- Reusable/Recyclable – Products that can be refilled and/or reused, as opposed to disposed of, and/or products that can be easily recycled.</li> </ul>
2	Provide a high level description of equipment rental program you offer if applicable.	While rental programs are not prevalent in this industry, Staples Professional can refer Canoe to a leasing company and facilitate the equipment rental as needed. We can leverage RCAP® Leasing, to satisfy this requirement. Our customers that have utilized this program have had great successes with RCAP® Leasing.
3	What is your Canadian public sector market share for the solutions that you are proposing?	<p>For proprietary reasons, we do not disclose our market share by specific category (office supplies, paper, ink, janitorial supplies, etc.).</p> <p>As the industry leader, we do have a significant share of the total market across many specific janitorial categories, and we leverage our extensive buying power and scale to continually offer our customers the lowest total delivered cost.</p> <p>We are a trusted provider for other GPO's similar to Canoe including four contracts with major Canadian healthcare GPOs and other education-focused GPOs.</p> <p>Given our industry-leading buying power, we have established a strong position as a Tier I supplier with our manufacturers, allowing us to support our customers with high service levels and fill rates as their requirements change and expand.</p> <p>Our strategy is to provide our customers great-value products that we source globally by leveraging the buying power of Staples Professional Inc. suppliers want to be a part of this offering as it enhances their growth with the industry leader. As a supplier with local, national, and global presence, we will leverage the scale and resources of our entire organization for Canoe.</p>
4	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	<p>For the last 38+ years, Staples has strived to develop tailored programs for Canoe members.</p> <p>.</p> <p>Staples takes pride in the strength of our associates, who are spread across provinces, covering all major markets across Canada. For each target market, we will engage outside business development managers, account managers and inside business development managers, where needed. The business development managers will provide marketing support, from reaching out to potential members, explaining the benefits of Canoe's program to member onboarding. At the next stage, we will engage our local account managers, who will be Canoe's representatives providing live, in-person support, communication, and client management. A dedicated national account manager will have an oversight of the entire program. They will ensure that the unique needs of all members are met, service levels are maintained, and clients remain satisfied with the value we offer.</p> <p>How will they do this? They will leverage our vast suite of tools to best serve Canoe compared to other providers.</p> <p><b>E-commerce Capabilities</b> Offering flexibility and connectivity, our online ordering system, EWay.ca, will enable you to find, order, and pay for products in one system with the capability to consolidate your vendor base and reduce procurement costs. EWay is immediately available to any Staples Professional customer with Internet access. There's no need to purchase special software or equipment. As soon as you are logged in, you can access the user-friendly electronic catalogue and begin ordering. EWay.ca is available for 24/7 secure online ordering at your convenience. The online catalogue includes an index, photos, and detailed descriptions of thousands of products. You'll enjoy speed, flexibility, and selection—all at no added cost. With EWay, Canoe will benefit from a robust e-commerce solution that reduces the time users spend ordering, lowers your internal ordering costs, provides greater spend control and management, works with your existing ERP, e-procurement, or financial systems, and is scalable to grow as new users join. To make the online ordering process even more environmentally friendly, our e-commerce services through EWay are powered with 100% clean, green electricity through Bullfrog Power®.</p> <p>From an inventory management and purchasing perspective, Staples Professional operates on a centralized proprietary enterprise resource planning (ERP) system called Alpha. The Alpha platform allows Staples Professional accessing capabilities that significantly improve Customer Care and purchasing across the country. This state-of-the-art platform is fully integrated with our warehousing management system E3, providing end-users with real-time inventory information across Canada.</p> <p>E3 is a forecasting replenishment system used to manage our inventories. It forecasts future demand, tracks supplier lead times and adjusts for seasonality; it also automatically alerts Inventory Analysts to potential out-of-stocks and shifting sales trends. This technology has enabled Staples to consistently achieve a nationwide fill rate for next-business-day deliveries of 98.5% and higher for catalogue items.</p> <p><b>Quality</b></p>

We are confident in our ability to provide services due to our trusted People and Tools. We are governed by our National Registrations for ISO 9001 (Quality) and ISO 14001 (Environment). These corporate registrations assure Canoe that we deliver superior service in every element of our business. Our ISO 14001 certification is evidence of our commitment to sustainability and documents our process to reduce environmental impact within our business. More detail on these registrations is provided below:

- ISO 9001 (Quality): Quality is the key to our customer satisfaction and our way of life at Staples Professional. We maintain high levels of quality by following our corporate ISO 9001 Quality Management System. This means adherence to a set of standards and formal processes that ensure the highest level of service and accuracy within each area of our operations. We are rigorous in tracking our performance in every facet of operations, from distribution to Customer Care to product listings in our catalogues.
- ISO 14001 (Environment): As a corporation, we place major importance on our sustainability, green products and initiatives. Across Canada, we are ISO 14001 certified (Environmental Management System), which means we must not only meet demanding environmental standards, but actively seek out vendors and products that share these practices. Our award-winning green programs are designed to lead sustainability initiatives with our customers, including green products that offer environmentally sound alternatives at competitive prices. Recycling programs, route optimization software, the Fifty Green Program and our partnership with Tree Canada are all examples of our leadership approach to making our business Easy-on-the-Planet.

## 2. Product Offering

As a leading supplier for custodial supplies, office products and furniture, combined with our expertise in the janitorial market, we are confident that our capacity in all resource areas—experience, product inventory availability, electronic ordering, sales, warehousing, delivery, administration, etc.—will enable us to fulfill all of the requirements of this Janitorial RFP.

We are a trusted partner of many reliable vendors to ensure we are consistently providing the best quality products for our customers, including Canoe.

Our service network covers the entire nation and is deep enough to handle the volume anticipated in this RFP. It is our intention to work diligently to ensure that all users are informed, aware, and participating in this Janitorial program as soon after the initial go-live date as possible. We have the ability to ramp up our resources to accommodate all participation in this agreement with no negative impact on our service level.

We are confident that our assortment of over 160,000 products will meet the needs of your members across industries. Staples Professional offers an unmatched selection of products and services, saving you the time, expense, and hassle of dealing with multiple vendors. With delivery available for a curated selection of more than 76,000 products on our e-commerce site, EWay.ca, Staples Professional is the single source for everything your business needs to run smoothly.

Performance, safety, and value are the hallmarks of our facility and sanitary products. We leverage our extensive national distribution network and direct relationships to get competitive prices on all the best brands. In addition to our account management teams we have dedicated facility supplies specialists averaging 15 years of industry experience to support you. Our specialists can solve your toughest building and maintenance challenges using their expertise along with our wide selection of products. Staples Professional is the only facility solutions expert that can provide Canoe with the program solutions and benefits outlined here:

- Comprehensive site audits to reveal hidden cost savings opportunities as well as safety and hygiene concerns in your program.
- Customized training programs that increase your workforce productivity and efficiency and save you the time, resources, and money you might normally spend on training.
- Expert coaching for your facility personnel on the latest innovative techniques and products in the field, and a suite of product training materials customized to your needs.
- Fast and seamless deployment of your program nationally with local experts to ensure the highest levels of compliance and make your supplier transition easy.
- A supplier in your community to provide local service, inventory, and delivery.
- Access to national chemical brands and our own line of sustainable green chemicals designed and developed specifically for Staples.

In an effort to save time, resources and cost, more organizations are looking to streamline and consolidate their vendor network. They increasingly want to work with one supplier who can cost-effectively serve their many sourcing needs. With a broad range of products and services, Staples has truly become the one-source supplier for our customers, enabling them to achieve reduced procurement and invoicing costs through consolidation.

Our extensive offering includes office supplies, facilities cleaning and maintenance, breakroom snacks and beverages, technology, furniture, interior design and print & marketing products and services. Staples Professional offers an unmatched selection of products and services, saving your members, expense, and hassle of dealing with multiple vendors. With delivery available for over 160,000 products, our catalogue is the most exhaustive in the industry. We can source specialty products; we are the single source for everything your members will ever need to run smoothly.

## 3. Technological Advancements

Staples Professional is the industry leader in technology and continues to significantly invest in its infrastructure and technology. Continuous improvement processes within this field have led Staples Professional to add many new technologies over the years. In recent years we've made a variety of systemic improvements including automation/robotic picking technology in our fulfillment centres as well as upgrading our delivery route optimization, least-cost routing systems and package tracking solutions.

### Order Placement

Customers can place orders by phone, fax, our e-commerce platform or third-party integration. When an order is submitted through our e-commerce platform or via third party, the order information is automatically entered into our order entry system that manages business processes including customer set up and maintenance, customer orders, supplier, and products maintenance, purchasing and accounting.

For customers placing an order by phone or fax, technologies at customer care locations enable Salesforce.com to automatically recognize their customer number and launch their account information on a computer screen. This technology allows the customer service representative to see customer information before they begin speaking or entering the order.

Using Salesforce.com for customer information, our e-commerce platform for product information and our order entry system, the customer service representatives have all the tools they need at their desktop to assist customers. The representatives also use our order entry system to check product availability, pricing, estimated delivery times and delivery status. In short, we can track your shipment at any time regardless of carrier.

### Radio Frequency ("RF") Technology

RF technology provides real-time access to inventory quantities and locations, allowing end users to view stock availability as they order. In addition, RF technology is used to manage receiving, put-away and other warehouse inventory functions, including pick location replenishment and cycle counting. It instantly verifies operator entry and allows associates to catch errors before they happen.

### Order Sourcing

From our order entry system, the order goes through systematic sourcing logic, which determines how the order will be fulfilled—whether through inventory in the distribution centre or through a wholesaler. Our system automatically picks the best fulfillment source and sends this information to our Warehouse Management System.

### Warehouse Management System

Our proprietary Warehouse Management System ("WMS") tracks—in real time—the inventory level of each item in each of our regional fulfillment centres. WMS links each location to a minimum of two local wholesalers so we can quickly procure items not stocked at the warehouse facility. The products are picked and packaged overnight and delivered by the corresponding wholesaler to each facility before 5:00 a.m. the next business morning. These items are merged with the stock items at our facility and shipped the same day. We can sort and batch orders by multiple routes and sub-routes, further speeding along the order fulfillment process. The system allows us to process orders of any size, from a single flash drive to hundreds of three-ring binders, without impacting speed of delivery.

### Warehousing

The orders then run through a Pick Generator, or "Pick Gen," which is a logic engine within WMS that creates picking tasks. These tasks tell warehouse pickers where the product is located in the warehouse by zone, rack, aisle, bay and shelf. As the order passes through each step in the process, a status code is sent back to our order entry system so that the customer service representatives can track the progress of the order.

Next, the Pick Gen logic engine "cartonizes" the order, which means it chooses the optimal box size for each order. Then, Pick Gen prints the carton contents on a paper pick ticket and simultaneously downloads the instructions to the pick-to-voice technology. Again, the most efficient warehouse location is always selected for order fulfillment. Depending on where the order is going, one of our dedicated fulfillment centres in Canada will be assigned to meet the order requirements.

### Delivery Route Planning

Before the task of picking the order begins, the transportation analyst at the distribution centre creates routes for all the next business day's deliveries. Using Roadnet route optimization technology, Staples Professional maps out recommended delivery routes for each driver to maximize time and fuel efficiencies.

### Pick, Pack and Load

From approximately 4:00 p.m. to midnight, orders are picked and packed in the warehouse and loaded on trucks. Picking and packing orders is a sophisticated science in itself. Staples Professional has invested in pick-to-voice technology to ensure the highest level of accuracy for every order. Using a seemingly endless system of flow racks, static shelving, hand-stack racks and pallet racks, products are picked and verified using a paperless and hands-free system that directs pickers to products through voice-recognition technology.

### Pick-to Voice Technology

Information from WMS is transferred to employees' headsets, telling them which products and quantity to pick in a specific area to maximize efficiency. As orders are completed, they are loaded directly onto the trucks, stocked, and sequenced from the first delivery to the last.

### Delivery

From 5:00 a.m. to 7:00 a.m. drivers arrive and prepare for the business day. Drivers check out their load documents and handheld scanning devices and they are ready to roll. As drivers make deliveries, they use handheld Mobile Proof-of-Delivery ("MPOD") scanning devices to collect valuable information for both our customers and transportation managers. The time stamp and name of the person that signs for the delivery are uploaded to WMS as soon as the driver "cradles" the MPOD scanner in the truck. This reconnecting of the handheld to the system allows our customer service representatives to access up-to-the-minute delivery status information throughout the course of the day.

		<p><b>Invoicing</b> When drivers return to the warehouse, all orders are marked as "delivery confirmed" in WMS, which alerts our order entry system to initiate invoicing. During this data upload, the actual signatures become visible to the customer service representatives. To guarantee in-stock product availability for your end users, our national purchasing team utilizes E3 inventory management technology to forecast and develop purchasing patterns.</p> <p>Furthermore, we are able to customize our invoicing and reporting to meet any unique needs Canoe or its members may have. For example, Claudette Barton currently provides a weekly and monthly report to Canoe to transparently showcase activity. This can continue – or be further customized as needed to meet the needs of the Janitorial Supplies opportunity.</p> <p><b>E3 Inventory Management</b> Our inventory management system, E3, forecasts demand for each item in each region and calculates the optimum quantity needed to fulfill customer orders. It forecasts future demand, tracks supplier lead times and adjusts for seasonality; it also automatically alerts inventory analysts to potential out-of-stock products and shifting sales trends. All inventory analysts go through a comprehensive 30-day E3 training program taught by experts dedicated to this responsibility.</p> <p><b>Continuous Improvement</b> A new tool has recently rolled out at Staples Professional to create an even more efficient delivery operation for our customers: Roadnet.</p> <p>Roadnet is a software application that receives daily order data, map information, customer address information and delivery requirements from our order management system. The Staples delivery planning team uses Roadnet to plot each day's orders on the map and schedule the deliveries so that each route is equally balanced. Roadnet takes into account daily order volume, customer requirements, performance goals, available trucks and drivers, service time based on historical productivity, physical customer location, route travel time and driver feedback.</p> <p>Staples Professional has one of the most advanced distribution infrastructures in the industry. Our goal is to execute the most effective and efficient delivery plan to meet your needs.</p>
5	If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?	With over 38 years experience, Staples Professional Inc. can be best described as a distributor and recognized leader nationwide.
6	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>As a business-to-business supplier, we hold all necessary certifications and licenses to support Canoe. This includes various licenses and certifications to support our service delivery for the goods requested in this RFP.</p> <p>At the forefront, all of our Facility Specialists are GBAC certified. They will use this certification to provide guidance and expertise on your Janitorial program and provide free site audits to find cost saving and/or to suggest alternative, higher performing products if applicable. They are trained on how to establish and maintain a streamlined program for cleaning to minimize risks associated with infectious germs, sustainable practices and cleaning protocols to combat biohazards and infectious diseases, and are highly informed cleaning professionals with access to continuous improvement programs to further their education.</p> <p><b>ISO Certifications</b> Staples Professional holds both National Registrations for ISO 9001 (Quality) and ISO 14001 (Environment). These corporate registrations assure Canoe that we deliver superior service in every element of our business. Our ISO 14001 certification is evidence of our commitment to sustainability and documents our process to reduce environmental impact within our business. More detail on these registrations is provided below:</p> <ul style="list-style-type: none"> <li>- ISO 9001 (Quality): Quality is the key to our customer satisfaction and our way of life at Staples Professional. We maintain high levels of quality by following our corporate ISO 9001 Quality Management System. This means adherence to a set of standards and formal processes that ensure the highest level of service and accuracy within each area of our operations. We are rigorous in tracking our performance in every facet of operations, from distribution to Customer Care to product listings in our catalogues. Please refer to the attached document demonstrating our registration.</li> <li>- ISO 14001 (Environment): As a corporation, we place major importance on our sustainability, green products and initiatives. Across Canada, we are ISO 14001 certified (Environmental Management System), which means we must not only meet demanding environmental standards, but actively seek out vendors and products that share these practices. Our award-winning green programs are designed to lead sustainability initiatives with our customers, including green products that offer environmentally sound alternatives at competitive prices. Recycling programs, route optimization software, the Fifty Green Program and our partnership with Tree Canada are all examples of our leadership approach to making our business Easy-on-the-Planet</li> </ul> <p><b>Ensuring Safe Transportation of Goods</b> We understand that our drivers are expected to uphold our reliable delivery and high level of customer service. To support this, we provide our drivers with the necessary training to meet their job requirements. To join the elite Staples Professional team, new associates must pass a GARDA background check prior to completing the hiring application process and, before drivers begin working independently, they must complete our rigorous training programs.</p> <p>All of our associates are required to take Transportation of Dangerous Goods ("TDG") training. Any fully regulated good required TDG paperwork is supplied by our fulfillment centre, with copies placed with the product as well as the delivery driver. Our drivers are trained in WHMIS and TDG regulations. We meet all TDG regulations with regard to the required packaging, labels, and paperwork.</p> <p>During the implementation of your custodial supplies program, our team will provide Canoe's personnel with training on the safe and effective use of the products we provide. We will also create awareness of any applicable SDS and any other specialized product information. SDS are available on EWay for easy access at any time. Moreover, as we do site visits or training, our facilities specialists will work to ensure that staff are following SDS guidelines</p>
7	Within this RFP category there may be subcategories of products. List subcategory titles that best describe your products and services.	<p>Staples Professional offers an unmatched selection of products and services, saving you the time, expense, and hassle of dealing with multiple vendors. With delivery available for a curated selection of more than 76,000 products on our e-commerce site, EWay.ca, Staples Professional is the single source for everything your business needs to run smoothly.</p> <p>Specific to the RFP, Staples Professional is a leading provider in Janitorial supplies, (Chemicals and accessories, Floors, and equipment, General janitorial, Ice melt and road salt, Air fresheners, Carts and cart equipment Toilet/roll paper, paper towels and tissues, Wash cloths, sponges, Washroom supplies/equipment, Waste bags, cans and bins, Wipes etc.)</p> <p>Performance, safety, and value are the hallmarks of our Janitorial products. We leverage our extensive national distribution network and direct relationships to get competitive prices on all the best brands. In addition to our account management teams we have dedicated facility supplies specialists averaging 15 years of industry experience to support you. Our specialists can solve your toughest building and maintenance challenges using their expertise along with our wide selection of products.</p> <p>Staples Professional is one of the only facility solutions experts that can provide Canoe with the program solutions and benefits outlined here:</p> <ul style="list-style-type: none"> <li>- Comprehensive site audits to reveal hidden cost savings opportunities as well as safety and hygiene concerns in your program.</li> <li>- Customized training programs that increase your workforce productivity and efficiency and save you the time, resources, and money you might normally spend on training.</li> <li>- Expert coaching for your facility personnel on the latest innovative techniques and products in the field, and a suite of product training materials customized to your needs.</li> <li>- Fast and seamless deployment of your program nationally with local experts to ensure the highest levels of compliance and make your supplier transition easy.</li> <li>- A supplier in your community to provide local service, inventory, and delivery.</li> <li>- Access to national chemical brands and our own line of sustainable green chemicals designed and developed specifically for Staples.</li> </ul> <p>Our overall objective is to become a close partner and trusted advisor to Canoe.</p>
8	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	<p>As the business-to-business division of Staples, Staples Professional delivers on our promise to make more happen for companies of all sizes.</p> <p>We're fortunate enough to work with customers across most industries including other government purchasing organization (GPOs) and public purchasing co-operatives.</p> <p>Due to customer confidentiality, we are unable to disclose the sales volumes for any of the groups. However, we can confirm that we work with the majority of the largest North America GPOs across many sectors beyond the public sector. As such, we can leverage the best practices and strategies learned across all sectors including banking, veterinary, and more.</p> <p>.</p>

#### Sales and distribution network

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1	<p>Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area that the Proponent wishes to do business in. Your response should address at least the following areas.</p> <p>a. Sales force. b. Dealer Network or distribution methods. c. Service personnel/teams.</p> <p>Please include details, such as the locations of your network of sales and service providers, and any overlap between the sales and service functions.</p>	<p>Staples Professional covers all major Canadian geographic regions including Pacific (BC), Prairies (AB, SK, and MB), Ontario (ON), Quebec (QC) and Atlantic (NB, NS, PEI and NL).</p> <p>We have two large distribution centres in Alberta and one in Saskatchewan to serve Canoe. We can deliver to 100% of urban locations and 85% of rural areas with no issues – this includes extremely rural areas that may require the use of ice roads, barges, ferries, and more.</p> <p>We do around 10,000 shipments a day and our delivery network can get to 85% of the Canadian population the next business day. We are headquartered in Mississauga, Ontario, and provide nationwide coverage through our sales offices and distribution centres located across the country. Our Canadian locations are strategically located close to our delivery partners, vendors, and customers to keep our network costs low while providing incomparable service. Our delivery experience—combined with our advanced distribution network—makes us the industry leader. Operating our own fulfillment centres means we purchase in bulk and stock most of the products our customers need, reducing our dependence on wholesalers, keeping our product costs low, and ensuring the fastest possible delivery to our customers.</p> <p>We use a supply-chain model that sources directly from manufacturers, with most of our customer orders shipping from our network of fulfillment centres or directly from a manufacturer. Our model contrasts with most dealers that source principally from wholesaler facilities. This dealer model means products travel through three steps in the supply chain before they get to the customer—manufacturer, wholesaler, local dealer—which translates into three markups when developing a customer's end price. By sourcing directly from manufacturers, Staples bypasses one stop in the supply chain. This translates to one less markup for our customers.</p> <p>We have multiple distribution facilities across Canada that we use to service our B2B customers. With this extensive network, we have over 550,000 square feet of storage space in our primary distribution centres as well as 150,000 square feet of storage space in our secondary distribution centres.</p> <p>Delivery that exceeds your expectations is the hallmark of our brand. We operate a fleet of more than 200 company-owned or leased delivery trucks out of seven fulfillment centres throughout Canada. Our distribution model not only ensures accurate, on-time deliveries, but we continually remove cost, waste, and environmental impacts from your supply chain and internal shipping and receiving processes.</p> <p>In addition to maintaining our own fleet, we work with couriers for territories more effectively reached by their delivery networks. We maintain deep relationships with a core group of carefully selected third-party courier providers to ensure they can meet all our service and quality standards. We provide documented procedures and training materials to couriers and we measure their performance using all the same metrics we use for our own delivery service.</p> <p>No matter where in Canada your business operates, our associates are committed to providing unparalleled service to all your locations.</p> <p>Sales Force, Dealer Network and Service Force Our sales force is a combination of business development executives, account managers, inside sales representatives and multiple backend teams that bring Canoe the best service possible. We have over 250 members in different sales departments, with minimum overlap so that everyone can dedicatedly focus on his/her responsibilities to ensure maximum productivity. Canoe will continue to be supported by Claudette Barton, just as she has supported Canoe for over 35 years. Supporting Claudette will my Jonathan Yap, a trusted Facilities Solution Specialist. Jonathan's responsibilities include:</p> <ul style="list-style-type: none"> <li>- Working with Claudette to provide technical expertise on all facilities supplies.</li> <li>- Attending meetings and conducting site audits to identify appropriate facility solutions.</li> <li>- Working with you to educate your end users on the use of products, safety and efficiency benefits.</li> <li>- Taking part in business reviews and addressing any individual questions or concerns.</li> </ul>
2	If applicable, describe how your distribution partners will be leveraging the contract? If not applicable please write N/A	N/A
3	Describe your how you manage government sales. Include details on the sales and training structure and how you specifically address sales and marketing with public sector clients.	<p>Staples Professional's team includes government specialists for each unique market we serve. We deeply understand Canoe's requirements.</p> <p>Our specialized approach ensures each entity (governments, schools, small towns, etc.) has access to robust expert advice and guidance throughout their interactions with Staples Professional.</p> <p>For example, as outlined in the following article published by the Rural Municipalities of Alberta, and featuring a quote from Staples Sales Manager, Kevin Kraiger, municipalities have similar needs – it is beneficial for municipalities to be supported by a team that understands their specific nuances. (<a href="https://www.municipalworld.com/feature-story/economies-of-scale-joint-purchasing/">https://www.municipalworld.com/feature-story/economies-of-scale-joint-purchasing/</a>)</p> <p>One of the key differentiators that we offer is the service and support of our vertical sales leaders (VSLs). A VSL is a seasoned sales professional who works exclusively with our customers in the unique fields. The VSL strategizes with our customers to ensure the success of their programs and strives to deliver unparalleled value. As the subject matter expert, the VSL can share best practices and commonalities with all our customers in this market segment.</p> <p>The VSL administers and fosters the growth of national contracts as well as delivering training to and working with our field sales organization to drive success with our customers. They also establish and administer relationships with cooperative contract partners, contract management, supply chain and field staff within the vertical market co-operative organizations and participating members and business partners they support.</p> <p>f</p>
4	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>Staples Professional offers an in-depth Customer Service program with incentives to help our providers meet our service goals and promises.</p> <p>As part of your Janitorial contract, your facilities solutions specialists, sales managers, national trainer, and vertical sales leader for facilities will all provide layers of support and work with our vendor partners to ensure the success of your program.</p> <p>In addition to the aforementioned facilities solutions specialists, local account managers, and extended team, Canoe will benefit from the informed, consistent support of our skilled and professional customer service associates. With 120+ customer service representatives, we have built a customer service network structured to support Canoe and provide the highest levels of satisfaction at all times.</p> <p>Staples Professional invests significant resources in the ongoing training of staff. All of our customer care and sales support personnel receive ongoing training in product detail and solution-providing skills. Our customer service representatives undergo 120 hours of hands-on classroom training where they learn both the technical and service skills needed. To constantly upgrade the skills of our associates and to continually exceed the expectations of our customers, we have national training specialists dedicated to the needs of our customer service associates and leaders. In close collaboration with customer service leadership, the training specialists identify and prioritize training needs and engage members of the team to constantly reevaluate and improve the program.</p> <p>Our customer service team possesses an intimate understanding of Canoe and provide your staff with reliable, knowledgeable support. We aim to provide first-contact resolution on every inquiry we receive. We understand you expect fast, dependable, and well-informed customer service that keeps your people focused on your business. With more than 100 customer service representatives, Staples Professional has built a customer service network structured to support you and provide the highest levels of satisfaction at all times.</p> <p>All customer service transactions can be accessed by representatives across the country, resulting in transparency and efficiency and the highest levels of satisfaction always. When a Canoe member contacts customer care through our 1-800 number, their call is routed to the Canadian call centre closest to their location.</p> <p>Our bilingual team is fully trained in product detail/distribution and ordering and is available every business day from 8:00 a.m. to 5:00 p.m. local time through our toll-free number. Local support will allow for your members to be supported across different time zones in Canada. This team will be able to assist with the following matters:</p> <ul style="list-style-type: none"> <li>- Placing orders.</li> <li>- Expediting rush orders.</li> <li>- Checking order and delivery status including tracking back orders.</li> <li>- Cross-referencing stock numbers.</li> <li>- Processing returns and credits.</li> <li>- Providing warranty information.</li> <li>- Handling special service requests.</li> </ul> <p>Staples Professional provides service-level agreements ("SLAs") that cover all aspects of performance. Upon award of this contract, we will work with Canoe and the members to design an SLA that encompasses all requirements. Some key performance indicators that we can commit to are fill rate, back-order rate, delivery commitment, return pick-up time, customer service support, sales representative assignment, sales representative response time, billing accuracy, and</p>

		<p>reporting accuracy.</p> <p>Any issues encountered with customer service support can be escalated to your account manager, Claudette Barton. She will ensure that the issues are addressed on priority and resolved quickly.</p> <p>We believe that any issue that causes a customer to pick up the phone is an issue that deserves immediate treatment. Our team can handle all customer-specific issues and they will have access to all data concerning order transactions to allow for first-call resolution. Should an inquiry need further research, our customer care team will reach out directly to the appropriate functional department for support. We strive to resolve all issues referred to our associates and will advise on the time frame required.</p> <p>Key differentiators that result in higher satisfaction:</p> <ul style="list-style-type: none"><li>- A One &amp; Done service commitment – Our associates are empowered and trained to resolve the majority of issues upon first contact, without having to transfer customers to another person. On average, we resolve close to 95% of the most common issues upon first contact.</li><li>- A direct connection to a live Customer Service Representative – You will not be transferred to an overseas call center or automated computer system.</li><li>- A knowledgeable, highly-trained customer service team – With an average tenure of six years with Staples, our associates offer the experienced insight and solutions you expect. Every new call center associate is required to attend an extensive three-week training program that includes customer service skills, procedures, product information and problem resolution.</li><li>- A continuous feedback loop – We review all customer feedback and if you're not satisfied, we'll follow up directly with you to make things right.</li><li>- In-house support team – Unlike some suppliers who outsource their call center operations, our customer service call centers are staffed with Staples Professional associates, which results in a more consistent customer service experience for your organization. We conduct regular audits to assess our Customer Care performance and identify process improvements to make the experience even easier.</li><li>- Customer Satisfaction Surveys – Staples Professional conducts regular customer satisfaction survey with all of our customers. They consist of several questions that ask the customer to rate their shopping, ordering and delivery experience using a scale of 1 to 5, with 1 being Extremely Dissatisfied and 5 being Extremely Satisfied. Customers are invited via a box insert in our delivery boxes to take the survey online. Survey results are reviewed by our customer satisfaction team in order to measure our performance and the quality of our customer relationships over time.</li></ul> <p>Staples Professional goes to great lengths to ensure the quality of our products and the service we provide to our customers. Our success is proven by our longstanding history of high service level achievements we have met for all of our customers, including fill rates, on-time delivery, and returns. We are rigorous in our quest for performance improvement in every facet of operations, from distribution to call centres to product listings in our catalogues.</p> <p>Staples Professional provides service-level agreements ("SLAs") that cover all aspects of performance. Upon award of this contract, we will work with Canoe to design an SLA that encompasses all requirements. Some key performance indicators that we can commit to are fill rate, back-order rate, delivery commitment, return pick-up time, customer service support, sales representative assignment, sales representative response time, billing accuracy, and reporting accuracy.</p> <p>We maintain high service levels through a responsive, dependable, and knowledgeable customer service team. Below are some statistics on our speed of response:</p> <ul style="list-style-type: none"><li>- Phone calls – 70% answered within 30 seconds</li><li>- Emails – 80% answered within 4 hours</li><li>- Live Chat on EWAY – 80% responded to within 30 seconds</li></ul> <p>In addition, we conduct regular internal audits for each of our associates, these audits focus on:</p> <ul style="list-style-type: none"><li>- Ability to properly assess the request</li><li>- Ability to find an appropriate solution</li><li>- Ability to use systems, tools, resources as efficiently as possible</li><li>- Ability to minimize level of effort required by the customer to resolve the issue</li><li>- Ability to resolve the issue "one and done"</li></ul> <p>Below are some incentives and methods to help our service providers meet SLAs:</p> <ul style="list-style-type: none"><li>- New hire training – A 10 week-long training is conducted for each of our associate. This includes three weeks of in-class training followed by 7 weeks of practice / nesting</li><li>- Our managers and team leads conduct one-on-one coaching sessions, scheduled on a weekly and monthly basis</li><li>- We maintain a performance dashboard for both managers and associates – they can see their quality performance metrics anytime they want</li><li>- Team meetings</li><li>- Team building events such as barbeques, customer service week, holiday celebrations (pre-Covid-19); periodic zoom parties, work-at-home challenges such as group Bingo, themed meetings (during Covid-19) etc.</li><li>- Stretch assignments</li><li>- Pay for performance merit structure</li></ul> <p>Additional Supporting Teams</p> <p>In addition to our account management and customer service teams, Canoe is also supported by the following teams:</p> <ul style="list-style-type: none"><li>- A sales operations team that ensures a seamless transition for new members and provide ongoing support services.</li><li>- Marketing experts who provide communication support and develop customized campaigns and materials to maximize compliance.</li><li>- A team of reporting analysts that will work with the implementation and sales leads to assess Canoe's needs and provide guidance on business reporting capabilities.</li><li>- A team of billing analysts that will review billing requirements and recommend a billing process that works for your organization.</li><li>- Professional and courteous delivery drivers who excel in providing accurate and reliable next-business-day delivery for most members.</li></ul> <p>EWay Help Centre</p> <p>We are committed to providing Canoe with a level of support unmatched by others in the industry. We invest our own expert resources into your organization so you can manage your program more strategically and proactively while trusting us to run it smoothly for you. We take on the responsibility of your program, allowing you to focus on more critical areas of your business.</p> <p>In addition to the hands-on support from the account management and customer service teams, the Help Centre on EWay.ca includes the answers to popular questions and troubleshooting tips. Our "Contact Us" page outlines the various ways in which we can help and includes "Quick Help Options" to keep things simple. If Canoe's members require instant additional support for EWay.ca, the site features explainer videos and reference guides that cover everything from basic site functions to advanced features.</p> <p>Customer Satisfaction Surveys ("CSAT")</p> <p>Providing our customers with an exceptional experience is very important to us. Each month we survey thousands of customers using CSAT to monitor our service in key areas where we strive to constantly improve. These areas include overall satisfaction, selection of merchandise, clarity of product descriptions, ease of checkout process, quoted date when order placed, way order was packaged, helpfulness of delivery driver, problem-free order, and other metrics. Customers are asked to rate our various services on a scale of 1 to 5, with 5 being "extremely satisfied." We report on CSAT scores each period, continually striving to meet and exceed our goals.</p> <p>The responses in these surveys provide us with input and feedback from our end users about their perception of our service. It is not enough to only review our internal documents on our order entry accuracy, filling accuracy, fill rate, and returned goods—we must make sure that our customers are satisfied with the service and products that we deliver.</p> <p>We want all of our customers to be extremely satisfied with Staples Professional and on the occasional times we are unable to obtain a rating of 5, we use our internal problem-solving methodologies to determine the root cause and implement a viable solution.</p> <p>Survey results are reviewed by our customer satisfaction team in order to measure Staples Professional's performance and the quality of our customer relationships over time. The team identifies improvement areas and presents these findings to the executive leadership team for prioritizing as improvement opportunities.</p> <p>If a customer gives us a rating of four or lower and agrees to be contacted, we take immediate steps to follow up with the customer and resolve the issue. Many customers are pleasantly surprised to learn that we not only read their comments but quickly reach out to remedy their issues. Our customer satisfaction team reviews survey results in order to measure our performance and the quality of our customer relationships over time. The team identifies improvement areas and presents these findings to the executive leadership team as improvement opportunities. Our target goal is to receive an overall satisfaction score of four and five combined at least 90% of the time.</p> <p>Through regular business reviews and on an ongoing basis, your Staples Professional account management team can provide survey results for your company. In this way, we can proactively present the business changes we have made based on your feedback and concerns. Also, these surveys may provide an opportunity to address any unmet goals or future needs.</p>
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Supply chain reliability and details

Line Item	Question	Response *
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1	Describe your capacities and inventory management strategies.	<p>Staples Professional is headquartered in Mississauga, Ontario, and we provide full service to all provinces and territories through our sales offices and distribution centres located across the country. Our Canadian locations are strategically located close to our delivery partners, vendors, and customers to keep our network costs low while providing incomparable service.</p> <p>Seven of our locations are each a combination of sales office and distribution centre. Some of our locations are a combined sales office and furniture-specific distribution centre, which enables us to have more space to focus on our key services.</p> <p>No matter where in Canada your business operates, our 544 associates are committed to providing unparalleled service to all your locations.</p> <p>Our locations are listed below:</p> <ul style="list-style-type: none"><li>- Distribution Centre/Sales Office: 1845 Kingsway Ave 1105-1140, Port Coquitlam British Columbia, V3C 1S9, 116,000 ft2</li><li>- Distribution Centre/Sales Office: 4990 92 Avenue NW, Edmonton Alberta T6B 2W1, 118,000 ft2</li><li>- Distribution Centre: 25a Aero Drive NE, Calgary Alberta, T2E 8Z9 147,000 ft2</li><li>- Distribution Centre/Sales Office: 310 Henderson Drive, Regina Saskatchewan, S4N 5W7, 97,949 ft2</li><li>- Distribution Centre/Head Office: 550 Pendant Drive, Mississauga Ontario, L5T 2W6, 131,776 ft2</li><li>- Distribution Centre/Sales Office : 1616 Rue Eiffel, Boucherville Québec, J4B 8N3, 150,000 ft2</li><li>- Distribution Centre/Sales Office: 9 Tantramar Crescent, Amherst Nova Scotia, B4H 4J6, 65,000 ft2</li><li>- Distribution Centre/Sales Office: 465 East White Hills Road, St. John's Newfoundland, A1A 5X7, 41,000 ft2</li></ul> <p>Coast to coast, Staples Professional operates on a centralized proprietary enterprise resource planning (ERP) system called Alpha. The Alpha platform allows Staples Professional accessing capabilities that significantly improve Customer Care and purchasing across the country. This state-of-the-art platform is fully integrated with our warehousing management system E3, providing end-users with real-time inventory information across Canada. E3 is a forecasting replenishment system used to manage our inventories. It forecasts future demand, tracks supplier lead times and adjusts for seasonality; it also automatically alerts Inventory Analysts to potential out-of-stocks and shifting sales trends.</p> <p>We have a centralized national purchasing team that monitors our systems to replenish all fulfillment centres across Canada. The Alpha and E3 systems allow the purchasing team to better manage and adjust product inventory levels, improve customer reporting and to provide better invoicing and consumption reporting.</p> <p>Inventory is categorized into the following groups:</p> <ul style="list-style-type: none"><li>- Top 1000 moving Catalogued Items</li><li>- Top 5000 moving Catalogued Items</li><li>- Slower moving items – not necessarily Catalogued items</li><li>- Slowest moving items – not Catalogued</li></ul> <p>Our inventory system automatically generates orders for products approaching a reorder point. Re-order points are based on a six-month sales history with pre-determined minimums and maximum settings, a safety stock factor and vendor lead time. In addition to the above system generated reorder process, the purchasing team performs a daily system check on the top 1000 moving items.</p> <p>Routine usage data will be communicated to Canoe during the scheduled procurement business reviews conducted by your account manager/strategic account leader.</p> <p>Ensuring Distribution Quality</p> <p>Our automated warehouse processes ensure the highest levels of order accuracy and on-time delivery for all Canoe locations. These technologies include:</p> <ul style="list-style-type: none"><li>- Radio frequency – items are tagged with radio frequency tags for easier tracking and identification</li><li>- Pick-to-voice – operators use voice activated technology to identify product and receive instructions</li><li>- Smart-size packaging – packaging is customized to the size of the order, reducing waste</li></ul> <p>Your account manager/strategic account leader will work with Canoe to make sure we're providing the service levels you expect to keep your business running smoothly, regardless of location.</p> <p>Delivery Operations</p> <p>In addition to our own fleet, we maintain deep relationships with carefully selected third-party courier providers where they can more effectively serve our customer base. This decision was based on the caliber of their management and delivery drivers, their equipment, and more specifically, their ability to provide timely and excellent customer service. Each third-party carrier is selected after a rigorous evaluation process, and each is contractually required to meet the service level agreements we commit to our customers.</p> <p>Additionally, we use one package system, regardless of carrier, to ensure consistent quality and service for your locations. Your satisfaction is our top priority. It's our goal to ensure a positive delivery experience, no matter how you get your order.</p>
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2	<p>Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.</p>	<p>Staples Professional's offices and fulfillment centres are strategically located across Canada. As your trusted supplier for office products and beyond, we currently provide next-business-day delivery of all in-stock items to most Canoe members located across the province. Staples Professional can deliver on ice roads, can complete barge deliveries, and can meet unique requirements put forth by Canoe. We are accustomed to unique requirements and can face any challenge, including satisfying the needs of Northern deliveries.</p> <p>Since location and delivery requirements may differ for different Canoe members, your account team, led by Claudette Barton and Jonathan Yap, will be happy to work with your members individually to understand their specific delivery requirements.</p> <p>Delivery that exceeds your expectations is the hallmark of the Staples Professional brand. We operate a fleet of more than 200 company-owned or leased delivery trucks out of seven fulfillment centres throughout Canada, now with 10 zero-emission vehicles that arrived in 2022. Our distribution model not only ensures accurate, on-time deliveries, but we continually remove cost, waste, and environmental impacts from your supply chain and internal shipping and receiving processes.</p> <p>As the last touch point to our customers in the ordering process, our drivers are expected to uphold our reliable delivery and high level of customer service. To support this, we provide our drivers with the necessary training to meet their job requirements. To join the elite Staples Professional team, new associates must pass a GARDA background check prior to completing the hiring application process and, before drivers begin working independently, they must complete our rigorous training programs.</p> <p>In addition to maintaining our own fleet, Staples Professional works with couriers for territories more effectively reached by their delivery networks. We maintain deep relationships with a core group of carefully selected third-party courier providers to ensure they are able to meet all our service and quality standards. We provide documented procedures and training materials to couriers and we measure their performance using all the same metrics we use for our own delivery service.</p> <p>Our typical order fulfillment process is outlined below:</p> <ul style="list-style-type: none"> <li>- Orders are automatically entered into our order management system, which manages customer requirements and validates each order as it is placed.</li> <li>- Once in our order management system, the order goes through a standardized process that determines how the order will be fulfilled.</li> <li>- The warehouse management system determines the optimal packaging option for each order. The system considers the dimensions and weights of every product in your order to ensure they are protected against damages without excess packaging material. Each carton or oxo-degradable bag is assigned a unique bar code that is tracked throughout the order cycle and uploads to our package tracking system.</li> <li>- Fulfillment associates pick orders, inspect for quality, and pack orders for shipment.</li> <li>- Sophisticated conveyor systems direct cartons through the required pick zones, through quality control for final inspection, and onto the correct truck. Our order management system then determines the best method to deliver that particular order at the lowest possible cost and packages are uploaded into our package tracking system.</li> <li>- The most efficient delivery route is determined based on the number of cartons/bags, the order weight, customer postal code, and carrier rates, allowing us to keep fuel costs low. Shipments are scanned by drivers at delivery destination, capturing the time-stamp, name, and signature of the person receiving the delivery.</li> </ul> <p>Delivering your order complete, correct, undamaged, and on time is as important to us as it is to you. We call this the "perfect order" and it forms the basis of how we measure quality and service throughout our fulfillment and delivery operations. We have made it our mission to achieve a perfect order 100% of the time. Our sophisticated tracking reports are monitored and reviewed daily by our warehouse managers. As a result of process efficiencies and new technology, we have steadily increased our perfect order rate year after year which means our customers are experiencing the highest service levels ever.</p> <p>As a subset of the perfect order, we measure the following:</p> <ul style="list-style-type: none"> <li>- Fill rate—core list, catalogue, non-catalogue, etc.</li> <li>- Error rates and reasons.</li> <li>- Order efficiency—order size, number of orders below given dollar values.</li> <li>- Warehouse accuracy.</li> <li>- Average telephone call times, hold times.</li> <li>- One-call resolution statistics.</li> </ul> <p>Next to meeting your on-time delivery requirements, delivering products to you sustainably is our top priority. We are constantly looking for creative new ways to reduce the carbon impact of your deliveries and have been early adopters of this rapidly developing technology. Our ongoing fuel efficiency initiative started back in 2006 and each year since we have achieved a significant improvement in fleet fuel economy. In an effort to minimize the effects of transportation we focus on optimizing routing. Our route optimization software helps us reduce our carbon intensity per kilometre traveled. The software considers the goals we have for budgeted stops per driver hour, truck and driver availability, daily order volume, customer requirements, location and road speeds for each part of the route, and the distances between. Additionally, our vehicles are equipped with governors that limit their top speed to 100 km/hour. We also have a firm "no idling" policy for all delivery vehicles, ensuring that we reduce emissions at every stop.</p> <p>At all times, our goal will be to execute the most effective and efficient delivery plan to meet Canoe's needs. During implementation, your Staples Professional account management and transportation teams will assess your delivery requirements in more detail and design a plan that drives continual efficiencies to your program.</p> <p><b>Disaster Recovery</b></p> <p>Worldwide factory shutdowns, port congestions, labour shortages, commodity price increases, fuel price increases coupled with high demand have created an imbalance. This has resulted in industry-wide supply constraints, longer lead times, and higher overall product prices.</p> <p>The ongoing industry phenomena have posed supply chain challenges which have certainly been felt in all areas of our business as well. Due to the size and scope of our business, collective buying power, stronger negotiation we are generally first in line with our vendors to get out orders fulfilled. We have no issues using ice roads, barges, ferries, and more to meet the needs of our customers.</p> <p>Working with the largest facilities supplier in North America enables you to access the global inventory in a restrained market. Staples Professional has the highest volume allocation with several top tier nationally recognized vendors which ensures our inventory gets filled first versus our competitors.</p> <p>As a national corporation with multiple fulfillment centres across Canada we will be able to provide business continuity even in the event of inclement weather, logistics shortcomings and disasters. In the event of catastrophic damage or a force majeure event (fire, flood, earthquake, etc.), we have the ability to redirect orders normally filled by one fulfillment centre to the next closest fulfillment centre.</p> <p>Once the fulfillment centre is repaired, we would reinsert it into the search logic and resume normal operation. To handle brief power interruptions our fulfillment centres have UPSs on all communications equipment. All facilities also have redundant dial backup data circuits that are tested quarterly and our larger fulfillment centres have fully redundant data circuits and communications equipment. Backup fulfillment centres are fully capable of handling customer orders, though it may take longer than normal to process orders given the extra volume demands placed on that fulfillment centre's staff.</p> <p>In cases where delivery trucks cannot access a customer location due to a force majeure event, drivers will report the problem. Staples' customer service representatives will contact the customer to notify them of the delay and provide an opportunity to cancel the order or determine a new location for delivery.</p> <p>There is always a chance that an unforeseen disaster or event will impact operations, but it is how your supplier handles these situations that make the difference. All of Staples locations maintain a business continuity/disaster recovery plan to ensure the continued operation of our business should a disaster strike. The plans integrate business risk management, operational risk management and business continuity, and are formally reviewed and updated every quarter. Key components include:</p> <ul style="list-style-type: none"> <li>- Development and testing of well-structured and coherent plans enabling Staples locations to recover as quickly and effectively as possible from an unforeseen disaster or emergency that interrupts normal business operations.</li> <li>- Cohesive emergency response and crisis management plan.</li> <li>- Internal communications plan to notify teams, activate the plan, assemble personnel, assess damages and declare a disaster.</li> <li>- Plan to recover and restore the technical infrastructure to Staples.</li> <li>- Organizational structure for implementing the plan.</li> <li>- Information concerning the types of personnel who will be required to implement the plan and definitions of the skills and knowledge required.</li> <li>- Plan to address a pandemic, including travel restrictions for Staples employees and alternate site work plans.</li> <li>- Crisis communications plan to notify customers, associates and all key stakeholders of a disaster and Staples' response.</li> </ul> <p>We can also support Canoe as your needs may evolve in relation to disasters and other unexpected changes. An example of strong disaster recovery support we provided involves the onset of the COVID-19 Pandemic. Staples was quick to market pandemic supplies for municipalities to put our customers, including the Rural Municipalities of Alberta, with PPE and related supplies. Further details can be viewed at <a href="https://rma.alberta.com/wp-content/uploads/2020/10/RMA-Annual-Report-2019-2020-web.pdf">https://rma.alberta.com/wp-content/uploads/2020/10/RMA-Annual-Report-2019-2020-web.pdf</a></p>
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3	Explain your shipping and delivery details, timelines including any exceptions.	<p>Through our fulfillment centres and delivery network in Canada, Staples Professional will effectively process and deliver orders for in-stock, catalogue items to your location within one to three business days. For most locations, deliveries will arrive the next business day. The cut-off time for standard deliveries is 4:00 p.m. local time. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding holidays). Note that orders may be placed online via EWay 24 hours a day for your convenience.</p> <p>Additionally, we can set up repeat, standing orders to limit the carbon footprint of multiple deliveries, maximize receiving times and drive administrative efficiencies.</p> <p><b>Remote Locations</b> Remote locations are locations that are not as easily reached by Staples Professional or our trusted third-party carriers. These locations may experience longer delivery times. We are aware of the impact that shipping has on the environment and your business. We recommend minimizing potential shipping costs by increasing your order size (for example, placing one large order per month instead of several small orders throughout the month). We can also help you implement "hard stop" order controls that prevent users from placing orders under a minimum amount. Please note that while some satellite locations may take longer to deliver to, all are serviceable.</p> <p><b>Drop Shipments</b> Staples Professional can procure, manage, and deliver every product you need, including unique proprietary products. We have relationships with hundreds of suppliers who offer drop-ship capabilities for many of these items.</p> <p><b>Rush Orders</b> Same-day (rush) delivery may be arranged for some urban locations by contacting customer service. We require a lead time of four hours in order to process same-day delivery requests with a cut-off time of 1:00 p.m.</p>
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Sustainable and green products

New Column	Response
Describe environmentally friendly and sustainable products certified by an independent third party such as EcoLogo and Green Seal offered by your company.	<p>We are ISO 14001 Environmental Management System (EMS) certified, which drives sustainability across our organization and governs our relationships with suppliers. In addition, as a whole, Staples Canada has a Supplier Code of Ethics; "Suppliers must meet all applicable environmental laws and regulations in their jurisdiction to manage hazardous materials and all waste and emissions materials. In addition, suppliers are encouraged to have environmental policies and environmental management systems containing goals with targets that are focused on the continuous improvement of overall environmental performance."</p> <p>Our award-winning eco-responsible programs are designed to lead sustainability initiatives with our customers. We offer many green products that match the high-performance characteristics of a standard product with less environmental impact. Our commitment to a greener future is emphasized by our large selection of eco products and services. An example of our efforts can be seen through our "Switch to Eco" feature in EWay.ca, which can identify a similar green product as an option to order for our customers. Our customers are always looking for options to be more environmentally friendly and we are committed to providing them with the sustainable alternatives that they desire. Increasing our selection of eco products each year, we plan to continue to provide more sustainable alternatives to our customers now and into the future.</p> <p>The up-to-date impacts we have made from a sustainability standpoint can be viewed at any time at - Sustainability Dashboard (sustainability-enerfrog.ca).</p> <p>We strive to make it easy for you to join us in protecting the environment. Our eco products may fall into one or more of the following categories:</p> <ul style="list-style-type: none"> <li>- Third-Party Standard – Products that are certified to be environmentally preferable by a credible third-party organization such as Forest Stewardship Council, Green Seal, ENERGY STAR, ECOLOGO and/or that meet the standards set forth by a credible third-party organization.</li> <li>- Biodegradable/Compostable – Products that meet or exceed ASTM standards for biodegradation and/or are compostable in current municipal facilities.</li> <li>- Bio-Based – Products that are made with biological materials or renewable domestic agricultural materials (including plant, animal and marine materials).</li> <li>- Recycled Content – Products that contain post-industrial and/or post-consumer recycled material, diverting them from waste streams and landfills.</li> <li>- Renewable/Reduced Energy – Products that are made in a facility that is powered by a renewable energy source such as wind, solar, or biomass, or in a facility that purchases renewable energy credits and/or products that use less energy than their conventional counterparts.</li> <li>- Reusable/Recyclable – Products that can be refilled and/or reused, as opposed to disposed of, and/or products that can be easily recycled.</li> </ul> <p>In 2022, Staples Professional introduced the Coastwide Professional cleaning line to their customers, supporting the transformation of facilities to more sustainable cleaning solutions with ultra concentrated single use pods exclusively available at Staples. These products not only outperform other mass market cleaning brands but are also certified by Green Seal, meaning they contain zero single-use plastics and come in fully recyclable packaging.</p> <p>Our OWN brand products are created with the health of people and the planet in mind, including recyclable paper towels, reusable cups, reusable food and beverage containers and high-quality ink + toner made from manufactured parts.</p> <p>In addition, our eco-friendly products are classified internally into two categories: Eco-Level 1—products with 40%+ recycled content and Eco-Level 2—those with less than 40% recycled content. We offer over 2,500 products in-store and many more online through staples.ca and Staples Professional (eway.ca) within these two categories.</p> <p>Our packaging is Forestry Stewardship Council (FSC®) and Sustainable Forestry Initiative (SFI®) certified. We are currently engaged in a re-packaging initiative for all Staples® brand products to reduce packaging materials and increase the capacity of shipping boxes. The initiative will eliminate PVC, replace clamshell packs with recycled cardboard packaging where possible, and establish post-consumer recycled content minimums for all packaging. So far, we have eliminated the use of PVC packaging in 95% of the Staples® brand products we sell.</p> <p>Once complete, we will engage other major suppliers in the same process.</p>

<p>Explain your expertise in assisting Canoe members with their sustainability goals in creating or updating their market basket in order to incorporate sustainable products.</p>	<p>Eco-conscious products combined with our industry expertise, guidance, and reliability will help Canoe achieve sustainability goals.</p> <p>Staples Professional can provide Canoe with janitorial supplies and services that align with your environmental principles and ours. We are committed to achieving our long-term vision of offering more sustainable choices and offering convenient environmental services to our customers, eliminating operational waste, and maximizing energy efficiency and the use of renewable energy. We recognize that implementation of this vision is a process of continuous improvement. We use a foundation of collaboration, integrity, and transparency with our customers to achieve our shared vision for sustainability.</p> <p>Throughout our 35+ year partnership with Canoe, we have taken strides to incorporate sustainable products into your market basket. This includes a recent promotion of Sugar Sheet Paper in an April 2023 flyer, in hopes to switch members over to sustainable products. We have also promoted the use of compostable cutlery and will continue to promote sustainable product offerings in future flyers with Canoe.</p> <p>Duane Gladden once said, "The AAMDC (Alberta Association of Municipalities, Districts and Counties) has seen Staples Business Advantage™ as great partner for many years. Staples ... has always been both responsive to and proactive in dealing with Alberta's municipal sector, [focusing] on environmental sustainability and environmentally conscious products is a continuation of that model. Our membership base easily accesses these products through the very effective service structure we have always enjoyed".</p> <p>Furthermore, we have assisted the Edmonton Public School Board under Canoe to include the use of Compost Bins in their operations. We supported the Edmonton Public School Board in their Organics Disposal Program by supplying varying Sorting Stations, bins and appurtenant accessories including compostable bags. Jonathan Yap led this operation and effectively suggested sustainable products and assisted with the sustainable swap.</p> <p>We are able to customize our online platform, EWay.ca, to organize and showcase sustainable products at the top of all search results. If users would like to purchase products that are not sustainable, this will require a manual search. This can promote sustainability and we have done this with major Universities such as Western University in Ontario. To do this, we will work with Canoe to establish a core list of preferred eco-products to highlight to all Canoe members. We can provide reports to Canoe that report on sustainable product usage and more.</p> <p>Our award-winning green programs are designed to lead sustainability initiatives with our customers. We offer many green products that match the high-performance characteristics of a standard product with less environmental impact. Our commitment to a greener world is evidenced by our large selection of eco products and services.</p> <p>Our "Switch to Eco" feature in EWay.ca, for instance, can identify a similar green product available as an option to order. Our customers are always looking for more options to be more environmentally friendly and, to meet these demands, every year we have increased the number of products in our Eco Guide. Our eco-responsible products make up approximately 26% of all sales. By increasing our selection of eco products each year we hope to provide more sustainable alternatives to our customers</p> <p>The following are environmentally friendly initiatives that we will provide at no charge:</p> <ul style="list-style-type: none"> <li>- Site audits conducted by our facilities solutions specialists to eliminate product waste through the recommendation of the correct types of dispensers for each area. In addition, our facilities solutions specialists will identify garbage bag "overage" to identify areas where a garbage bag is too large for a container and is not fully used. Many facilities use bags that are not suited for the task. Oftentimes they may not be the right size or quality as these are dependent on the container and refuse being deposited. Doing a full garbage bag audit enables us to identify efficiencies in size, strength, and potential consolidation, which can result in environmental efficiencies and significant cost savings.</li> <li>- A no-charge waste audit to help facilities understand where they can make changes with respect to custodial supplies waste as it pertains to this contract. Education on waste reduction can be accomplished through training and analysis of usage. During our business reviews we can share key product usage and service-level metrics such as average order size and green product spend. We and our vendor partners also have calculators and tools to help determine the best program.</li> <li>- Experienced facilities solutions specialists who can make product recommendations and provide training to increase sustainable practices and purchases while promoting hygiene, efficiency, and cost savings. It's our goal to partner with you to ensure your sustainability goals are met.</li> <li>- Order consolidation campaigns to encourage end users to eliminate waste. Order consolidation is made particularly easy using the "Group Orders" feature on EWay.ca™. Consolidation initiatives have reduced packaging and shipping material waste by up to 20% for some Staples Professional customers.</li> <li>- An assortment of products that meet our customers' needs for quality, features and value while delivering reduced environmental and social impacts. We increase the number of products in our Eco Guide each year to provide more sustainable alternatives to our customers.</li> <li>- Access to many environmentally preferable products including products that are rigorously tested and certified by independent organizations such as Green Seal, Environmental Choice and GreenGuard.</li> <li>- Convenient environmental services such as recycling programs, delivery box take-back and responsible waste disposal. We have helped many of our customers create and enhance their recycling and composting initiatives, from providing recycling units and signage to offering compostable trash can liners and breakroom supplies. The programs we help create can be as involved as a no-trash initiative, or as minimal as providing recycling bins alongside facility trash cans.</li> <li>- Extensive reports that break down the Canoe's environmental purchases and explain where improvements can be made.</li> <li>- A "Switch to Eco" ordering function on our online website, EWay.ca, that recommends a similar green product to the end user when a regular product is ordered to help improve and increase your volume of environmentally friendly purchases.</li> <li>- The elimination of multiple trucks delivering products to end users. As your current supplier for office supplies, vendor consolidation through these custodial supplies contract will reduce the environmental footprint of your procurement processes. Our route optimization software helps us reduce our carbon intensity per kilometre traveled, further reducing impact on the environment.</li> </ul> <p>We tailor our campaigns around Canoe's initiatives. For example, we can conduct an environmental awareness campaign to help educate your members on sustainability and promote recycled products. This can help Canoe meet your sustainability goals.</p> <p>Introducing New and Innovative Products</p> <p>Your account manager Claudette Barton will serve as the key source of information for your team. Throughout the term of your contract, she will assess your purchasing patterns, meet with your stakeholders, and conduct regular procurement business reviews ("PBR") during which time she will introduce new and improved products to Canoe.</p> <p>As your account manager interacts with individual end users and sites, new products needs will be identified. The PBR and regular meetings with facility management can be an opportunity to address those needs with new and innovative products in the marketplace. If your team opts to purchase new products, we can also schedule training events to introduce these to your end users. Methods to present new items and innovations include:</p> <ul style="list-style-type: none"> <li>- A customized communication plan, including eye-catching flyers, posters, emails and other materials to communicate new products.</li> <li>- Online ordering guides, new feature brochures and other training tools educating your employees on EWay.ca, increasing program adoption and reducing time spent ordering supplies.</li> <li>- Onsite product demonstrations and productivity fairs providing product education and resources to help your employees find the right products, minimizing returns.</li> <li>- Campaigns to raise awareness around topics such as green cleaning products and health and wellness initiatives.</li> <li>- Cleaning efficiencies.</li> <li>- Reducing your environmental footprint with green product and cleaning solutions.</li> </ul> <p>We can also set up interval events to specifically discuss new products. Our product selection is always evolving as our merchandising teams work to source new and improved products to best meet our customers' needs.</p>
<p>As part of updating their market basket, Members may require samples and products for testing and evaluation purposes to ensure the sustainable products are suitable for their requirements. At the end of the evaluation, members are under no obligations to purchase these products if the products are not suitable for their requirements. Do you agree?</p>	<p>Staples Professional has read, understood, and will comply.</p>

Engagement , Marketing and Training

Line Item	Question	Response *
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1	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.	
2	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?	We expect Canoe to continue to support Staples as we promote your new Janitorial program. Historically, Canoe has given us their full attention, participation, and support as we roll out new programs and we anticipate this mutually beneficial collaboration will continue. Our expectation is that we continue our strong relationship to bring Canoe new members and vice versa.

3	Describe how you will train your sales force and distribution network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	<p>We will work with Canoe to establish region specific targets and train our teams on how to best achieve these targets. We will train our teams to thoroughly understand the value of the Canoe program in order to best present the value to existing and new members.</p> <p>Our first steps will include contacting all current Canoe members on other agreements in attempt to penetrate them into this new Janitorial contract. For example, if we have 400 Canoe members currently, we will contact them all individually to excite them on our new deal before expanding to new customers without current relationships.</p> <p>We will host in person and virtual webinars and events to promote the launch of the Janitorial program. We will ensure ongoing communications with Canoe and consistently share best practices.</p> <p>The cadence will vary based on call cycles for Account Managers and their teams however it will include in person communications, phone calls, email marketing, and more to stay in touch with Canoe members.</p>
4	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	<p>A new supplier who does not understand Canoe and its members may pose risk to your business goals, profitability, expansion plans and most importantly end-user satisfaction. Should Canoe decide to continue our partnership, these risks are automatically mitigated. Since we already have 1000+ members on board, we are well-positioned to continue to serve.</p> <p><b>Implementation Plan</b> Thanks to the longstanding relationship between Canoe and, a strong integration already exists between our teams, processes, and systems.</p> <p>Your account team understands you and your member organizations. Our sales teams in various provinces are trained on your programs and are experts in marketing the benefits of the same to potential members. Hence, Canoe will not have to spend valuable time and effort training and onboarding a new supplier.</p> <p>In addition, by choosing to award the Janitorial program to Staples Professional, your members wouldn't need to spend considering and potentially implementing a new vendor for their organizations. Your trusted and knowledgeable account team will ensure that operational efficiencies are maintained, and we start working on the next phase of your program right from the date of award.</p> <p>Using the training plan outlined in our response to question #3 above, we will continue to train our team, train the Canoe team, and ensure a strong launch for the Janitorial program.</p> <p><b>Ongoing Review and Monitoring</b> Your account team, including Claudette and Jonathan, consults with you regularly to ensure the program is exceeding your expectations and proactively suggest improvement opportunities. The team's ongoing activities include:</p> <ul style="list-style-type: none"> <li>- Sharing transparent weekly and monthly reports as requested</li> <li>- Measuring program performance (service and savings) through strategic cost analysis and periodic business reviews.</li> <li>- Working collaboratively to maximize efficiencies in your supply ordering (for example, minimizing small orders and maximizing online orders).</li> <li>- Conducting campaigns to maintain and increase end user program compliance, if needed.</li> <li>- Identifying opportunities to maximize vendor consolidation.</li> </ul> <p><b>Tracking Initiatives and Progress</b> We make it easy for Canoe to track the benefits of your program. Your account team will continue to analyze your spend and product usage data to identify applicable cost-saving strategies, which could include:</p> <ul style="list-style-type: none"> <li>- Rationalizing product assortments.</li> <li>- Shifting demand to Staples® brand and other alternate products that offer better cost value.</li> <li>- Increasing end user compliance to the program (addressing "rogue spend").</li> <li>- Improving online ordering rates.</li> <li>- Mitigating potential industry-wide price increases.</li> <li>- Improving delivery and payment processes on your end.</li> <li>- Reducing packaging waste to minimize facility costs.</li> <li>- Minimizing returns.</li> </ul>

5	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?	<p>Staples Professional will continuously monitor the adoption and utilization of the Canoe contract by our sales and distribution network using the KPIs we have determined with Canoe at the onset of contract award. Our reporting capabilities ensure that you always have:</p> <ul style="list-style-type: none"> <li>- Easy Access – Our reports are accessible through a variety of methods and in a variety of formats.</li> <li>- Timely Information – Reports are delivered on demand or at pre-determined intervals.</li> <li>- Comprehensive Results – Measure everything from product usage to service levels.</li> <li>- Detailed Insight – Gain a complete view of your spend—from individual purchasers across all your departments, budget centres, and locations to overall spend.</li> </ul> <p>Common Reporting Formats</p> <ul style="list-style-type: none"> <li>- Number of Active Sites</li> <li>- Number of Active Buyers</li> <li>- Net New Customers Ordering Janitorial Supplies for the First Time</li> <li>- Order Data</li> <li>- PBR Metrics</li> <li>- Usage</li> <li>- Usage by total dollars</li> <li>- Year-to-date usage report by item</li> <li>- Contract versus non-contract items</li> <li>- Cost centre/PO number</li> <li>- Fill rates/back orders</li> <li>- Invoice detail</li> <li>- Analysis of usage by requisition</li> <li>- Summary by department by requisition</li> <li>- Expenditures</li> <li>- Recycled product expenditures</li> <li>- Spend optimizer</li> <li>- Smart consumption</li> </ul> <p>Standard Reports</p> <p>Staples Professional can provide a selection of standard reports such as:</p> <ul style="list-style-type: none"> <li>- Usage</li> <li>- Fill Rates</li> <li>- Customer Performance Summary</li> <li>- Backorder</li> <li>- Invoice/ Invoice Detail</li> </ul> <p>Backorder Reports</p> <p>Backorder reports are created and monitored daily. Customer orders are created for items automatically when the outstanding items are received into our warehouse, and then they are delivered to the customer. EWay.ca, our proprietary Internet ordering tool, provides inventory knowledge in real-time. The site also offers equivalent substitute recommendations at the point of purchase so our customers are never left without the tools they need.</p> <p>Usage Reports</p> <p>The most valuable report is the usage report. The Usage Report will allow you to control consumption, monitor compliance and attain your goals for contract purchases. These reports are updated regularly and can be delivered to you in several different formats including: hard copy, data download or spreadsheet, upon request, or at regular reporting intervals pre-determined.</p> <p>Custom Reports</p> <p>In Canada, through our Data Warehouse, we can create almost unlimited custom reports on demand. The Staples Professional account management team works with our clients to create customized reporting based on the client's criteria. Some of the custom reports we have created of late allow our clients to:</p> <ul style="list-style-type: none"> <li>- Focus on employees who have a higher than acceptable rate of return for credit.</li> <li>- Focus on employees who have a lower than acceptable average order size.</li> <li>- Focus on employees or cost centres that do not appear to be using Staples Professional as their office product provider.</li> <li>- Focus on high spend items that have cost effective alternatives that could be introduced into the product mix and perhaps even replace originals on the core list.</li> <li>- Focus on "order source" (phone, fax, EWay.ca) in order to identify end users who require EWay.ca encouragement.</li> </ul> <p>Environmental Reports</p> <p>We make it easy for the Agencies to measure the impact of your sustainable initiatives through environmental reporting that quantifies the benefits achieved through the following:</p> <ul style="list-style-type: none"> <li>- Recycled paper spend</li> <li>- Increased usage of online catalogues over paper versions</li> <li>- Consolidation of orders and deliveries</li> </ul> <p>Business Reviews</p> <p>Staples Professional makes it easy for you to quantify the value of your program through business reviews that highlight your savings and service levels. We will work with you to establish clear performance benchmarks that we track against using our global reporting systems. These metrics provide actionable information we can use to make ongoing improvements to your program.</p> <p>Benefits of Business Reviews</p> <ul style="list-style-type: none"> <li>- Measure compliance to the program and identify strategies and opportunities for increasing compliance (end-user communications or educational campaigns).</li> <li>- Demonstrate our performance in achieving objectives—compliance, savings, and service levels.</li> <li>- Share key product usage and service-level metrics such as average order size, green product spend, order method, fill rate, return rate.</li> <li>- Benchmark your purchasing data with industry peers so you know how you measure up and where there are opportunities for improvement.</li> <li>- Highlight new products and services of value to Canoe—green products, new Staples® brand items.</li> <li>- Identify cost-saving opportunities such as rationalizing product assortments, reducing invoice and administrative costs, improving online ordering percentages, and setting goals for minimizing returns and small orders to decrease overall program costs.</li> </ul>
6	Describe your commitment to attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	<p>Staples Professional has attended the following events for Canoe GPO and we are excited to continue to support your members at various engagement events:</p> <ul style="list-style-type: none"> <li>- Spring Convention (Including our own section dedicated to Furniture)</li> <li>- Fall Convention</li> <li>- Provided Vests for Safety Insurance Program Support</li> <li>- Sponsored a Hole at Golf Tournaments for 10+ years</li> <li>- Participation in Canadian Association of Municipal Administrators (CAMA) Trade Show</li> <li>- Ad-Hoc Support: Main Sponsor For a Virtual Tradeshow Software During Pandemic</li> <li>- Key Suppliers Advisory Group</li> <li>- Monthly Newsletters and Campaigns</li> </ul> <p>Staples Professional is open to further discussions regarding attending and sponsoring Canoe member engagement events such as reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc. We will happily participate in any events we can.</p>
7	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	<p>Staples Professional is a proud member of the following Industry and Association Partnerships that will be beneficial in promoting the Canoe contract in Canada:</p> <ul style="list-style-type: none"> <li>- Canadian Association of Municipal Administrators (CAMA): A non-profit association dedicated to improving municipalities across Canada. We have access to a toolkit allowing us to support the development of municipalities as an expert.</li> <li>- ISSA: ISSA is the world's largest trade association for the cleaning industry. As an Industry Partner, Staples Professional is granted many benefits such as access to tradeshow and digital events (such as receiving unlimited expo badges to the ISSA North American show), product and service promotions (such as joining the ISSA mailing list, access to member directories, etc.), advertising and media (such as discounts on advertising in ISSA's magazines, access to guest speaker opportunities on ISSA's podcast, etc.), education and certifications (such as group discounts on certification courses, complimentary subscriptions to ISSA's learning platform, etc.) and access to business tools and innovation (such as consultations, case studies, and more)</li> <li>- Ontario Association of School Business Officials (OASBO): OASBO brings together Ontario schools and facilitates information sharing throughout its members. They offer professional development opportunities through workshops, conferences, and annual meetings. OASBO assists Staples in promoting efficiency in our school business operations and related areas. They provide advice on various Ministries and other provincial Governments to promote the interest and management of education systems in Ontario.</li> <li>- Alberta Education Facility Administrators Association (AEFAA): The Alberta Educational Facility Administrators Association (AEFAA) is a professional organization that supports educational administrators. AEFAA members gain access to exclusive professional development, employment opportunities, equipment purchasing and networking opportunities province wide. This includes invitations to conferences and workshops, opportunities to connect with other professionals, and provide exclusive access to resources such as discussion forums and file sharing.</li> </ul>

#### Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Response *
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1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	<p>All products are guaranteed against manufacturing defects and are covered by each manufacturer's guarantee. Defective products other than technology can be exchanged within 30 days of receipt. In the unlikely event you receive defective Staples® brand products, you may return these products at any time for a full refund or replacement. Your satisfaction is 100% guaranteed.</p> <p>Ensuring your suppliers are providing the highest-quality products is important. We strive for complete customer satisfaction. In the event your purchase does not meet your expectations, simply contact us by emailing EasyService@Staples.com, by calling 1-877-272-2121, or by accessing our online chat and providing your account number and the invoice number. You can also submit a request for return in EWay. We will work with you to ensure the affected products are repaired or replaced as quickly as possible.</p> <p>We will accept returns of a product in saleable condition, within the applicable terms and return period noted below. Credit will be issued only when the item has been returned to us. Pick-up charges may apply if outside our local delivery areas. All credit claims for damaged products, sales errors, and short shipments should be requested immediately after receiving and verifying your order and no later than 10 business days from the invoice date. All requests for proof of delivery must be received within 60 days of the invoice date.</p> <p><b>Janitorial and Sanitation Products</b> For health and safety reasons these products can be returned only if the packaging is unopened and unaltered. Open containers of hazardous products (defective or damaged) cannot be returned. For the safety of our drivers, spilled liquid, broken glass, or damaged hazardous materials will not be picked up. A credit or replacement will be issued.</p> <p><b>Defective Products and Limited Warranty</b> All products are guaranteed against manufacturing defects and are covered by each manufacturer's guarantee. Defective products other than technology can be exchanged within 30 days of receipt. In the unlikely event you receive defective Staples® brand products, you may return these products at any time for a full refund or replacement. Your satisfaction is 100% guaranteed.</p>
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	<p>Staples Professional strives for complete customer satisfaction. In the event that your purchase does not meet your expectations, simply contact us by email at easyservice@staples.com, by calling 1-877-272-2121, or through our online chat and provide your account and the invoice number.</p> <p><b>General Terms</b> We will accept returns of a product in saleable condition, within the applicable return period, with its complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts where applicable, and a copy of the packing slip. Credit will only be issued when the item has been returned to us. Pick-up charges may apply if outside our local delivery areas. All credit claims for damaged products, sales errors and short shipments should be requested immediately after receiving and verifying your order and no later than 10 business days from invoice date. All requests for proof of delivery must be received within 60 days of the invoice date.</p> <ul style="list-style-type: none"> <li>- Janitorial and Sanitation Products: For health and safety reasons, these products can be returned only if the packaging is unopened and unaltered within 30 days of purchase. Open containers of hazardous products (defective or damaged) cannot be returned. For the safety of our drivers, spilled liquid, broken glass, or damaged hazardous materials will not be picked up. A credit or replacement will be issued.</li> <li>- Hazardous and Oversized Materials: Partial cartons or opened Containers of hazardous materials cannot be returned. It is your responsibility to ensure the products are used and/or disposed of in accordance with all applicable local, provincial, federal laws and environmental rules and regulations.</li> </ul> <p>Staples® brand products have been frequently rated the most trusted brand in office supplies in North American customer surveys &amp; are available in over 25 countries. We proudly back Staples® brand office supplies &amp; facilities products with a 100% Satisfaction Guarantee. If at any time you're not absolutely satisfied with your Staples® brand purchase, just return it. We make it that easy.</p> <p>In addition to the terms outlined, Staples Professional can offer programs to Canoe to ensure our products are performing as expected and provide feedback for improvements, thus reducing the potential need for returns, reimbursements, and remediations. One of the key benefits of partnering with Staples Professional for your Janitorial needs, is the support and expertise of your facilities solutions specialist (FSS). As an expert in our full line of facilities solutions, from product selection through to their optimal uses, the FSS can work with Canoe to select the right products to meet your specific needs. Some considerations that we can work through with you include:</p> <ul style="list-style-type: none"> <li>- Location traffic</li> <li>- Space constraints</li> <li>- Availability of your facilities maintenance resources</li> <li>- Users</li> <li>- Aesthetics</li> <li>- Price points</li> </ul> <p>What paper dispenser will work best in a high-traffic public space may not be the same product that you choose to use in an executive office space. Similarly, some larger institutions may require more robust chemical dispensing solutions than others.</p> <p>Prior to implementing your custodial supplies program, we will complete a full facility assessment at each location using our site audit process. During the site audit, our facilities experts will conduct a walkthrough of the buildings with your team and look for opportunities for savings, efficiency, and increased productivity. We will discuss any challenges you are having with your current custodial program and will work together to provide solutions to help you standardize, consolidate, and reduce your overall operational costs. Our site audits will ensure that there are no surprises. Our project-based planning helps keep everyone informed and enables us to make changes quickly when the unexpected happens. This is completed in an attempt to reduce returns, reimbursements, and remediations.</p> <p>For example, when we were engaged by Capilano University to supply their janitorial paper the first step was to conduct a site audit. Our facilities solutions specialist found that the University had multiple different hand and toilet tissue dispensers onsite, meaning that they needed to carry a large breadth of SKUs to fill these dispensers. We worked closely with the University to choose a single dispenser for hand tissue and a single dispenser for toilet tissue. We presented various options based on their needs and advised on the best solution. This allowed the University to consolidate purchases and reduce the need for stocking so many different products. Finally, not only were the new dispensers more aesthetically pleasing, but they also allowed the University to reduce consumption through smart dispensing options.</p> <p>Our site audits, conducted by our own facilities experts, will assist in reducing Canoe's labour and product costs. We use these audits to identify areas for efficiency and cost-saving improvements and we help you implement solutions. We'll analyze the products currently in use as well as your staffing requirements to ensure you have the right products in place for the most cost-effective program without sacrificing quality, cleanliness, health, or hygiene. To help achieve more value, we will assist and train your staff to choose the right products that will increase efficiencies and productivity. Staples Professional will work with Canoe to assess current procedures, identify opportunities for improvement, and help develop standard operating procedures based your specific needs. We invest significant time and resources in our programs to minimize waste and reduce cost-in-use.</p> <p>When it comes to find suitable substitute products, we are confident that with more than 76,000 products available, we can find the product you need. However, should you require something that isn't available, our merchandising team can work to source it by leveraging our extensive network of manufacturer partners.</p> <p>Once your program is running smoothly and implementation is complete, your Staples Professional team will consult with you regularly to ensure the program is exceeding your expectations and proactively suggest improvement opportunities. We will measure program performance through strategic cost analysis and regular business reviews. We will continuously analyze your spend and product usage data to identify applicable cost-saving strategies, which could include the following:</p> <ul style="list-style-type: none"> <li>- Rationalizing product assortments.</li> <li>- Shifting demand to Staples® brand and other alternate products that offer better cost value.</li> <li>- Identifying opportunities to maximize vendor consolidation.</li> <li>- Increasing end-user compliance to the program (addressing "rogue spend").</li> <li>- Improving online ordering rates.</li> <li>- Minimizing small orders.</li> <li>- Mitigating potential industry-wide price increases.</li> <li>- Improving delivery and payment processes on your end.</li> <li>- Reducing packaging waste to minimize facility costs.</li> <li>- Minimizing returns.</li> </ul>
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>Staples Professional offers an in-depth Customer Service program with incentives to help our providers meet our service goals and promises.</p> <p>As part of your Janitorial contract, your facilities solutions specialists, sales managers, national trainer, and vertical sales leader for facilities will all provide layers of support and work with our vendor partners to ensure the success of your program.</p> <p>In addition to the aforementioned facilities solutions specialists, local account managers, and extended team, Canoe will benefit from the informed, consistent support of our skilled and professional customer service associates. With 120+ customer service representatives, we have built a customer service network structured to support Canoe and provide the highest levels of satisfaction at all times.</p> <p>Staples Professional invests significant resources in the ongoing training of staff. All of our customer care and sales support personnel receive ongoing training in product detail and solution-providing skills. Our customer service representatives undergo 120 hours of hands-on classroom training where they learn both the technical and service skills needed. To constantly upgrade the skills of our associates and to continually exceed the expectations of our customers, we have national training specialists dedicated to the needs of our customer service associates and leaders. In close collaboration with customer service leadership, the training specialists identify and prioritize training needs and engage members of the team to constantly reevaluate and improve the program.</p> <p>Our customer service team possesses an intimate understanding of Canoe and provide your staff with reliable, knowledgeable support. We aim to provide first-contact resolution on every inquiry we receive. We understand you expect fast, dependable, and well-informed customer service that keeps your people focused on your business. With more than 100 customer service representatives, Staples Professional has built a customer service network structured to support you and provide the highest levels of satisfaction at all times.</p> <p>All customer service transactions can be accessed by representatives across the country, resulting in transparency and efficiency and the highest levels of satisfaction always. When a Canoe member contacts customer care through our 1-800 number, their call is routed to the Canadian call centre closest to their location.</p>



Our bilingual team is fully trained in product detail/distribution and ordering and is available every business day from 8:00 a.m. to 5:00 p.m. local time through our toll-free number. Local support will allow for your members to be supported across different time zones in Canada. This team will be able to assist with the following matters:

- Placing orders.
- Expediting rush orders.
- Checking order and delivery status including tracking back orders.
- Cross-referencing stock numbers.
- Processing returns and credits.
- Providing warranty information.
- Handling special service requests.

Staples Professional provides service-level agreements ("SLAs") that cover all aspects of performance. Upon award of this contract, we will work with Canoe and the members to design an SLA that encompasses all requirements. Some key performance indicators that we can commit to are fill rate, back-order rate, delivery commitment, return pick-up time, customer service support, sales representative assignment, sales representative response time, billing accuracy, and reporting accuracy.

Any issues encountered with customer service support can be escalated to your account manager, Claudette Barton. She will ensure that the issues are addressed on priority and resolved quickly.

We believe that any issue that causes a customer to pick up the phone is an issue that deserves immediate treatment. Our team can handle all customer-specific issues and they will have access to all data concerning order transactions to allow for first-call resolution. Should an inquiry need further research, our customer care team will reach out directly to the appropriate functional department for support. We strive to resolve all issues referred to our associates and will advise on the time frame required.

Key differentiators that result in higher satisfaction:

- A One & Done service commitment – Our associates are empowered and trained to resolve the majority of issues upon first contact, without having to transfer customers to another person. On average, we resolve close to 95% of the most common issues upon first contact.
- A direct connection to a live Customer Service Representative – You will not be transferred to an overseas call center or automated computer system.
- A knowledgeable, highly-trained customer service team – With an average tenure of six years with Staples, our associates offer the experienced insight and solutions you expect. Every new call center associate is required to attend an extensive three-week training program that includes customer service skills, procedures, product information and problem resolution.
- A continuous feedback loop – We review all customer feedback and if you're not satisfied, we'll follow up directly with you to make things right.
- In-house support team – Unlike some suppliers who outsource their call center operations, our customer service call centers are staffed with Staples Professional associates, which results in a more consistent customer service experience for your organization. We conduct regular audits to assess our Customer Care performance and identify process improvements to make the experience even easier.
- Customer Satisfaction Surveys – Staples Professional conducts regular customer satisfaction survey with all of our customers. They consist of several questions that ask the customer to rate their shopping, ordering and delivery experience using a scale of 1 to 5, with 1 being Extremely Dissatisfied and 5 being Extremely Satisfied. Customers are invited via a box insert in our delivery boxes to take the survey online. Survey results are reviewed by our customer satisfaction team in order to measure our performance and the quality of our customer relationships over time.

Staples Professional goes to great lengths to ensure the quality of our products and the service we provide to our customers. Our success is proven by our longstanding history of high service level achievements we have met for all of our customers, including fill rates, on-time delivery, and returns. We are rigorous in our quest for performance improvement in every facet of operations, from distribution to call centres to product listings in our catalogues.

Staples Professional provides service-level agreements ("SLAs") that cover all aspects of performance. Upon award of this contract, we will work with Canoe to design an SLA that encompasses all requirements. Some key performance indicators that we can commit to are fill rate, back-order rate, delivery commitment, return pick-up time, customer service support, sales representative assignment, sales representative response time, billing accuracy, and reporting accuracy.

We maintain high service levels through a responsive, dependable, and knowledgeable customer service team. Below are some statistics on our speed of response:

- Phone calls – 70% answered within 30 seconds
- Emails – 80% answered within 4 hours
- Live Chat on EWAY – 80% responded to within 30 seconds

In addition, we conduct regular internal audits for each of our associates, these audits focus on:

- Ability to properly assess the request
- Ability to find an appropriate solution
- Ability to use systems, tools, resources as efficiently as possible
- Ability to minimize level of effort required by the customer to resolve the issue
- Ability to resolve the issue "one and done"

Below are some incentives and methods to help our service providers meet SLAs:

- New hire training – A 10 week-long training is conducted for each of our associate. This includes three weeks of in-class training followed by 7 weeks of practice / nesting
- Our managers and team leads conduct one-on-one coaching sessions, scheduled on a weekly and monthly basis
- We maintain a performance dashboard for both managers and associates – they can see their quality performance metrics anytime they want
- Team meetings
- Team building events such as barbeques, customer service week, holiday celebrations (pre-Covid-19); periodic zoom parties, work-at-home challenges such as group Bingo, themed meetings (during Covid-19) etc.
- Stretch assignments
- Pay for performance merit structure

**Additional Supporting Teams**

In addition to our account management and customer service teams, Canoe is also supported by the following teams:

- A sales operations team that ensures a seamless transition for new members and provide ongoing support services.
- Marketing experts who provide communication support and develop customized campaigns and materials to maximize compliance.
- A team of reporting analysts that will work with the implementation and sales leads to assess Canoe's needs and provide guidance on business reporting capabilities.
- A team of billing analysts that will review billing requirements and recommend a billing process that works for your organization.
- Professional and courteous delivery drivers who excel in providing accurate and reliable next-business-day delivery for most members.

**EWay Help Centre**

We are committed to providing Canoe with a level of support unmatched by others in the industry. We invest our own expert resources into your organization so you can manage your program more strategically and proactively while trusting us to run it smoothly for you. We take on the responsibility of your program, allowing you to focus on more critical areas of your business.

In addition to the hands-on support from the account management and customer service teams, the Help Centre on EWay.ca includes the answers to popular questions and troubleshooting tips. Our "Contact Us" page outlines the various ways in which we can help and includes "Quick Help Options" to keep things simple. If Canoe's members require instant additional support for EWay.ca, the site features explainer videos and reference guides that cover everything from basic site functions to advanced features.

**Customer Satisfaction Surveys ("CSAT")**

Providing our customers with an exceptional experience is very important to us. Each month we survey thousands of customers using CSAT to monitor our service in key areas where we strive to constantly improve. These areas include overall satisfaction, selection of merchandise, clarity of product descriptions, ease of checkout process, quoted date when order placed, way order was packaged, helpfulness of delivery driver, problem-free order, and other metrics. Customers are asked to rate our various services on a scale of 1 to 5, with 5 being "extremely satisfied." We report on CSAT scores each period, continually striving to meet and exceed our goals.

The responses in these surveys provide us with input and feedback from our end users about their perception of our service. It is not enough to only review our internal documents on our order entry accuracy, filling accuracy, fill rate, and returned goods—we must make sure that our customers are satisfied with the service and products that we deliver.

We want all of our customers to be extremely satisfied with Staples Professional and on the occasional times we are unable to obtain a rating of 5, we use our internal problem-solving methodologies to determine the root cause and implement a viable solution.

Survey results are reviewed by our customer satisfaction team in order to measure Staples Professional's performance and the quality of our customer relationships over time. The team identifies improvement areas and presents these findings to the executive leadership team for prioritizing as improvement opportunities.

If a customer gives us a rating of four or lower and agrees to be contacted, we take immediate steps to follow up with the customer and resolve the issue. Many customers are pleasantly surprised to learn that we not only read their comments but quickly reach out to remedy their issues. Our customer satisfaction team reviews survey results in order to measure our performance and the quality of our customer relationships over time. The team identifies improvement areas and presents these findings to the executive leadership team as improvement opportunities. Our target goal is to receive an overall satisfaction score of four and five combined at least 90% of the time.

Through regular business reviews and on an ongoing basis, your Staples Professional account management team can provide survey results for your company. In this way, we can proactively present the business changes we have made based on your feedback and concerns. Also, these surveys may provide an opportunity to address any unmet goals or future needs.

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.	We make it simple for Canoe members to set up an account and access our goods and services. While we already have 1000+ Canoe members set up, the approach to set up new members is simple – simple contact staples then we will get them set up within 24 hours. New members will simply need to provide their member code, their name, contact details, and email address and Claudette Barton will have them set up within 24 hours.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	<p>Staples Professional offers various ordering methods to best serve Canoe. Regardless of which method is chosen by each member, they will have access to information, pricing, discounts, catalogues on our goods and services, while being able to receive quotes and place orders. Staples Professional maintains an online catalogue that can be referenced at any time while placing orders regardless of method used.</p> <ul style="list-style-type: none"> <li>- Telephone: Telephone orders can be made by calling 1-877-272-2121. Phone orders are accepted by a team of over one hundred customer service representatives located at our call centres across Canada. We have 80% of calls answered within 20 seconds and have an average hold time of fewer than seven seconds. Orders placed over the phone are confirmed during the call and you will be apprised of the order status of each product on an item-by-item basis as you place your order and again at order confirmation. Should you require any changes, the customer service representative can make the change during the call or, if a change needs to be made after you've hung up, you can call with your order number and make the change then. Our customer service team possesses an intimate understanding of your program and will provide Canoe with consistent, knowledgeable support.</li> <li>- Fax: Fax orders can be sent through dialing 1-877-272-2127. All fax orders are entered before 5:00 p.m. local time the day they are received. The sender will receive a confirmation that the order has been received. This confirmation is automatically generated by our system. We can also send an email to confirm that the order has been entered, if required. If an item on the order is back ordered, our team sees that at the time of order entry and can inform Canoe in our confirmation email. Should you require any changes to be made, you can call customer service with your order number and make the change at that time. While we can and will accept fax orders, please note that legibility can sometimes be a problem and we highly recommend the use of EWay.ca for order placement.</li> <li>- Email: Email orders can be sent to EasyService@Staples.com, which is a central inbox. All email orders are entered before 5:00 p.m. local time the day they are received. The sender will receive a confirmation that the order has been received. This confirmation is automatically generated by our system. We can also send an email to confirm that the order has been entered, if required. If an item on the order is back ordered, we see that at the time of order entry and can inform Canoe in our confirmation email. Should you require any changes to be made, you can call or email customer service with your order number and make the change at that time.</li> </ul> <p>No matter which ordering option is used, Canoe's negotiated pricing is automatically referenced. To ensure orders are delivered the next business day, orders must be placed Monday to Friday by 4:00 p.m. local time, regardless of which order method is used.</p> <p>While ordering through our secure online ordering website, EWay.ca, is the most popular and efficient way to place orders, Staples Professional is also prepared to accept orders by telephone, fax, and email. By providing multiple ordering options we let Canoe's end users choose the method that's most convenient and in alignment with their technical requirements and corporate cultures with no minimum order quantities or values.</p> <p>Online orders can be made by visiting EWay.ca. EWay is immediately available to any Staples Professional customer with Internet access. There's no need to purchase special software or equipment. As soon as you are logged in, you can access the user-friendly online catalogue and begin ordering. The online catalogue includes an index, photos, and detailed descriptions of hundreds of thousands of products available at your fingertips. It has the familiar look and feel of a consumer site plus sophisticated search features needed for Canoe. Orders may be placed online via EWay.ca 24 hours a day for your convenience.</p> <p>Offering flexibility and connectivity, our online ordering system, EWay.ca, will enable you to find, order, and pay for products in one system with the capability to consolidate your vendor base and reduce procurement costs. EWay is immediately available to any Staples Professional customer with Internet access. There's no need to purchase special software or equipment. As soon as you are logged in, you can access the user-friendly electronic catalogue and begin ordering. EWay.ca is available for 24/7 secure online ordering at your convenience. The online catalogue includes an index, photos, and detailed descriptions of thousands of products. You'll enjoy speed, flexibility, and selection—all at no added cost.</p> <p>With EWay, Canoe will benefit from a robust e-commerce solution that reduces the time users spend ordering, lowers your internal ordering costs, provides greater spend control and management, works with your existing ERP, e-procurement or financial systems, and is scalable to grow as new users join. To make the online ordering process even more environmentally friendly, our e-commerce services through EWay are powered with 100% clean, green electricity through Bullfrog Power®.</p> <p><b>Key Features of EWay</b></p> <ul style="list-style-type: none"> <li>- Real-Time Product Information and Pricing – Check the availability and quantity of stocked products at the nearest fulfillment centre and receive product alternative suggestions if a product is out of stock or back ordered. The online catalogue will always reflect your contract pricing through a real-time link with our ERP system to ensure there are no gaps between the prices displayed online and your defined contract pricing.</li> <li>- Customization – EWay can be customized to fit your requirements. This includes setting up multiple shipping addresses, suggesting alternative products, and so much more.</li> <li>- Green Alternatives with Switch to Eco – We offer many green products that match the high-performance characteristics of a standard product with less environmental impact. When a user selects a product to order, EWay will identify a similar green product available as an option to order.</li> <li>- Savings Alternatives with Switch to Save – This feature of EWay allows Canoe to choose alternative products to drive savings. When a user selects a brand-name item the system will identify a similar product, offering an immediate opportunity to save money.</li> <li>- Selection – Customers have access to countless products in an intuitive online catalogue.</li> <li>- Shopping Lists and Order History – Create and view your lists of frequently ordered items and locate previous orders easily for faster reordering.</li> <li>- Saved Orders – Build and save a shopping cart of your order for submission later on; these items will remain in your cart when you're ready to submit the order.</li> <li>- Ink &amp; Toner Finder – EWay's Ink &amp; Toner finder helps you get the right toner or ink every time, just by knowing your machine's make and model.</li> <li>- Order Confirmation – Canoe will receive order confirmation via email for each order placed. For orders that require approval, users will receive approval confirmation by email.</li> <li>- Online Order Management – EWay enables users to review their order status. This will provide the user the ability to review any outstanding back orders as well as orders that are awaiting approval and or orders that have been delivered. Line notes in EWay allow users to make any notes—such as names or departments—next to individual items.</li> <li>- Order Status in Real Time – Users can easily track orders online. Orders can be filtered by order status to see in real time whether an order has been cancelled, shipped, or is still open or awaiting approval. Users will always see real-time status by order line including an updated lead time for back-ordered items. Orders showing as shipped will include proof of delivery with the consignee's name and signature.</li> <li>- Multi-level Approval Process – EWay allows for a multi-level approval process. We can establish approval workflows to keep track of account expenditures by user/departments from a central point. Several methods of approval can be set up including that only non-contract items are sent for approval, orders greater than a certain amount require approval, etc. Budgets can also be set up by users and have approval required only when the budget is exceeded. We will develop an approval hierarchy that works for Canoe. Approvals are also available on mobile devices to ensure that orders are not held waiting for managers who may be out of the office.</li> <li>- Group Orders – Users can invite other users to shop online with a single shopping cart for multiple users and one checkout process. This feature eliminates the administrative burden to facilitate orders manually through multiple emails, sticky notes, or verbal requests.</li> <li>- Live Help – EWay's live online chat can be used to contact our customer care team for product information, order follow-ups, questions about your account, and more, all in real time. The Live Chat button appears at the very top of EWay's interface.</li> </ul> <p><b>Comprehensive Training for EWay</b></p> <p>Staples Professional has an e-commerce team that can provide industry-leading training and support to your users with regard to EWay and its features. The team can provide a seminar/webinar exclusively for your users at a time that works best with your schedule.</p> <p>We also offer immediate access to our online resource centre. This site is loaded with FAQs and tutorials aimed to provide basic, step-by-step training sessions for your users.</p> <p><b>EWay Technical Support</b></p> <p>Technical support is available toll-free at 1-877-272-2121 or by e-mail at EasyService@Staples.com. We also offer the aforementioned online live chat with a customer care representative for immediate support. We are committed to exceeding your expectations by providing quality support in an accurate, timely, and professional manner. We will honour that commitment by carefully listening, working to understand your needs, providing rapid access to technical knowledge, and soliciting your feedback on our performance. Our goal is your complete satisfaction.</p> <p>Most importantly, we know that ongoing training is a key success factor in making a program successful and Staples Professional will work with Canoe to establish a process of continuous training to onboard new employees throughout our partnership. We are committed to developing a complete training and orientation program as a standard component for users that may need a refresher or for users who are new to your organization.</p>

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>Yes, Staples Professional's products are available through an e-marketplace platform. We encourage Canoe to visit our website at <a href="https://www.eway.ca/en?CID=EM-EWAYWELCOME-en-shopeway">https://www.eway.ca/en?CID=EM-EWAYWELCOME-en-shopeway</a>, and using the following demo information, Canoe can get acquainted with the look and feel of our e-marketplace platform. Please note that this is purely for demonstration purposes. Upon contract award, your team will input our negotiated pricing and can provide custom features such as Canoe-specific imagery and banners.</p> <p>Link: <a href="https://www.eway.ca/en?CID=EM-EWAYWELCOME-en-shopeway">https://www.eway.ca/en?CID=EM-EWAYWELCOME-en-shopeway</a>  Login: DemoCanoeGPO  Password: DemoCanoeGPO</p> <p>Staples Professional has been an e-commerce leader with our award-winning electronic ordering platforms. Our platforms offer an easy-to-use ordering tool within a robust procurement application. They feature flexible ordering, billing, reporting, and approval routing plus intuitive navigation and multiple search options. Customers can search by product category, subcategory, or manufacturer to quickly find the items needed.</p> <p>We are also able to create a punch out interface to allow Canada Post and Purolator to connect to our ordering system.</p> <p>Staples Professional has extensive in-house expertise when it comes to supporting e-procurement system integrations for organizations of all sizes across the country. We have experience working with procurement platforms including Coupa, Ariba, Oracle, Workday and Jaggaer.</p> <p>The integration process involves linking your procurement platform with the Staples Professional systems that enable the order placement and fulfillment process. This includes catalogue integration, Purchase Orders processing and delivery of electronic invoices. Supported formats for Punchout and document exchange include OCI, cXML, xCBL and EDI.</p> <p>Our differentiators include:</p> <ul style="list-style-type: none"> <li>- A comprehensive integration process that allows us to implement an e-procurement solution for you.</li> <li>- Full integration capabilities with all major third parties including Coupa, Jaggaer, Ariba, Workday and PeopleSoft among others.</li> <li>- Dedicated in-house, Canadian-based implementation coordinators and e-procurement integration teams that manage all technical aspects of integration, ensuring a timely and accurate setup while minimizing demands on your internal IT resources.</li> <li>- Full integration testing and quality assurance before the Go Live date.</li> <li>- Detailed project plans that establish clear roles and timelines for execution.</li> </ul> <p>Having a team dedicated to your e-procurement integration keeps the process running smoothly and on track. Our team will provide expert consultation and help develop an e-procurement strategy customized to your needs and requirements. Benefits include the following:</p> <ul style="list-style-type: none"> <li>- Dedicated e-commerce implementation team that project manages all phases of integration—reducing demands on your IT resources.</li> <li>- Consultative approach that identifies ways to improve current processes and reduce costs.</li> <li>- Expertise in a wide variety of e-commerce and e-procurement systems.</li> <li>- Detailed project plans that establish clear roles and timelines for execution.</li> <li>- Rigorous process testing and quality assurance to ensure flawless execution prior to e-commerce rollout.</li> </ul>
4	In a case where one your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation?	<p>At Staples, we will always suggest what is most beneficial for each customers unique needs. We will begin by meeting with the interested customer to audit, understand, and ask questions to determine the best solution for them.</p> <p>We consider ourselves to be GPO Agnostic – we will not promote one GPO over another and will always act in best faith for our customers.</p>

## Reporting

Line Item	Question	Response *
1	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.	<p>Just as Claudette currently is, she can continue to provide transparent weekly and monthly reports for Canoe's review. This is a service offering we are currently providing and can continue to provide under this contract. We pride ourselves on maintaining upfront, open, and honest reporting.</p> <p>Upon award of contract, we will work with Canoe to further define the specific contract deliverables and how they will be measured. Throughout the term of our agreement, these deliverables and the pricing will be measured and to ensure alignment with our legal agreement.</p> <p>Staples Professional has a dedicated pricing team and processes specifically designed for large customers and GPOs such as Canoe. Our talented team will review the account and contract and review all pricing language including terms, price increases, contract changes, etc. to ensure compliance with the proper Canoe pricing.</p> <p>For customers with legal agreements, we have a pricing compliance manager who is responsible for implementing and reviewing pricing to ensure it aligns with the terms and conditions of the legal agreement. A copy of the legal agreement is required before any pricing is loaded into our pricing system. This is audited against the file that is loaded onto the account at the time of implementation. Requests to change pricing throughout the lifetime of the contract are also reviewed by the manager and supported with documentation to ensure compliance. This extra layer of administration support will serve as assurance that Canoe members are receiving pricing as agreed to.</p> <p>Staples Professional agrees to periodic audits throughout the lifetime of the contract, subject to mutual audit rights at the time of negotiation. This provides transparency for both parties with respect to what information outcome will be delivered and within what timeframe.</p> <p>An organization as large and diverse as Canoe needs extra layers of support to achieve compliance excellence across all members and locations. As we roll out new Staples Professional programs, we keep the lines of communication open to ensure any unexpected challenges are communicated and addressed with an immediate solution to mitigate any risks. This includes a complete end-to-end communication and training plan to register all users for maximum compliance. The end-result with our implementation process is always focused on our client's satisfaction and a smooth transition to the new program.</p> <p>Reporting  Once your program is running smoothly and implementation is complete, your account team will consult with you regularly to ensure the program is exceeding your expectations and proactively suggest improvement opportunities. The team's ongoing activities include:</p> <ul style="list-style-type: none"> <li>- Measuring program performance (service and savings) through strategic cost analysis and quarterly/annual business reviews. This provides greater transparency into your purchasing patterns and helps identify opportunities to build greater compliance and innovate solutions for your critical business challenges.</li> <li>- Working collaboratively to maximize efficiencies in your supply ordering (for example, minimizing small orders and maximizing online orders).</li> <li>- Conducting campaigns to maintain and increase end-user program compliance, if needed.</li> <li>- Identifying opportunities to maximize vendor consolidation.</li> </ul> <p>During regular business reviews, we can conduct an audit of the pricing charged to the GPO members.</p> <p>Staples Professional continually works through procurement and with our vendors to both absorb (through efficiencies) and offset cost increases. We are one of the largest distributors in North America and have built long-term, strategic partnerships with vendors and manufacturers across Canada and the United States as well as other regions across the globe. Our merchants use these partnerships to negotiate the best cost of goods through our annual vendor negotiation process in addition to when market conditions change throughout the year. These market changes may include but are not limited to currency fluctuations, raw material cost changes, labour impacts and transportation costs. In the case of a vendor price increase, suppliers must provide documentation to support their proposed increase. We strive to provide the best value to our customers by constantly reviewing pricing using the market intelligence our team of experts collects and by leveraging our vast buying power while executing cost negotiations.</p>
2	Do you allow public entities to order from multiple contracts and GPOs?	As noted above, we will always suggest what is best suited for each customers unique needs. We will find a solution that is mutually beneficial for the customer and for Staples.
3	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?	<p>Quality is the key to our customer satisfaction and our way of life at Staples Professional. We maintain high levels of quality by following our corporate ISO 9001 Quality Management System. This means adherence to a set of standards and formal processes that ensure the highest level of service and accuracy within each area of our operations. We are rigorous in tracking our performance in every facet of operations, from distribution to Customer Care to product listings in our catalogues.</p> <p>As a large and reputable organization, Staples Professional maintains accurate and sophisticated data. Claudette Barton provides both weekly and monthly reporting to Canoe to review our data transparently. Claudette will continue to provide this data to Canoe to ensure accurate reporting.</p> <p>Price is directly associated to contracts – therefore, pricing under GPOs are tracked back to the account number. This will ensure accurate reporting of usage to Canoe.</p> <p>We also must ensure information is accurate for our own internal reporting and accounting purposes, therefore is it crucial for us to ensure accuracy in our data for both Canoe, and Staples Professional's purposes.</p>

Pricing

Line Item	The pricing offered is:	Select 1 yes *	Pricing methodology for the one you selected "yes"
1	The same as the Proponent typically offers to an individual municipality, university, or school district OR	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2	The same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments OR	<input checked="" type="radio"/> Yes <input type="radio"/> No	
3	Better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.	<input checked="" type="radio"/> Yes <input type="radio"/> No	In recognition of Canoe's national presence and scope, we have selected an offering that is typically better than those offered. Due to your size and national coverage versus many regional and provincial GPOs and cooperatives, we have selected an option that is better.

REVISED Shipping and pricing incentive

Line Item	Question	Reponse *
1	As applicable, present additional pricing details including any volume discounts, additional discounts or rebates or incentives, payment terms etc.	Staples Professional is confident that we have designed a comprehensive, sustainable program that will provide Canoe with an effective, cost-efficient solution that adds value to your procurement process. Staples Professional is proposing an admin fee which we are offering regardless of billing method or payment method is utilized. We find that having the best possible product pricing is most important in a national program as it drives end-user satisfaction and compliance to the overall program.
2	Explain your delivery or courier model.	<p>As the last touch point to our customers in the ordering process, our drivers are expected to uphold Staples Professional reliable delivery and high level of customer service. To support this, we provide our drivers with the necessary training to meet their job requirements in addition to going above and beyond.</p> <p>To join the elite Staples Professional team, new associates must pass a GARDA background check prior to completing the hiring application process. Before new drivers begin working independently, they must complete our rigorous training programs and meet our high standards. This includes:</p> <ul style="list-style-type: none"><li>- Complete Transportation of Dangerous Goods (TDG) training and Workplace Hazardous Materials Information Systems (WHMIS) training</li><li>- SMITH system driving course</li><li>- Road Testing</li><li>- Become efficient with our MPOD scanning device and operating system</li><li>- Job shadowing to work closely with experienced Staples Professional driver</li><li>- Complete a Driver Qualification File that includes frequent driver abstract updates, driver's license, and ensures that each driver adheres to local, provincial, and federal standards.</li></ul> <p>Our new drivers partner with the current route delivery driver to learn the intricacies of the area and customers specific requirements. This ensures our customers receive the best experience, all the way through the process to order delivery by an experienced and customer-oriented driver.</p> <p>In addition to maintaining our own fleet, Staples Professional works with couriers for territories more effectively reached by their delivery networks. We maintain deep relationships with a core group of carefully selected third-party courier providers to ensure they are able to meet all our service and quality standards. We provide documented procedures and training materials to couriers and we measure their performance using all the same metrics we use for our own delivery service.</p> <p>With regards to our courier partners, Staples Professional delivery leadership work with our couriers to ensure they are able to meet all our service and quality standards. We provide documented procedures and training materials to couriers, and we measure their performance using all the same metrics we use for our Staples Professional delivery service.</p> <p>Additionally, couriers must maintain the following support functions:</p> <ul style="list-style-type: none"><li>- Couriers must ensure that all drivers and independent contractors who are in contact with Staples Professional customers are professional, maintain positive service attitudes and meet Staples Professional appearance guidelines.</li><li>- Couriers must maintain staffing levels to ensure on-time delivery of customer orders</li><li>- Drivers must have safe driving records and maintain proof of adequate insurance</li><li>- Couriers must use registered vehicles</li><li>- Drivers must have valid driver's licenses</li></ul>
3	Explain your shipping costs if any, as well as any related weight or geographical restrictions. (you can attach support material if you choose in the document section of portal).	<p>Staples Professional will work with Canoe to establish custom flat shipping fees that vary from member to member.</p> <p>There may be weight or geographical restrictions seasonally. Northern Territories may seasonally face restrictions. Additionally, large facility machinery may face additional costs due to their size. For example, a member in a far northern region may experience a higher shipping fee seasonally than one located in an urban metropolitan</p>
4	Indicate your minimum amount and incentive in order for members to get free shipping.	<p>As it relates to facilities supplies, there is no minimum order to get free shipping to all provinces (northern Territories may incur additional shipping expenses).</p> <p>As an existing Canoe supplier, we can happily consolidate orders in order to expedite shipping.</p>
5	Specify any restrictions for free shipping as applicable. (Ei weight, volume, geographical locations etc.)	As noted above, northern Territories may seasonal face restrictions. Additionally, large facility machinery may face additional costs due to their size.
6	Outline how prices may be subject to change over the term of the agreement.	<p>Price increases and decreases are subject to our legal agreement and supplier increases/decreases. Staples Professional continually works through procurement and with its vendors to both absorb (through efficiencies) and offset cost increases. Any changes in price will be communicated to Canoe 30 days in advance, accompanied by manufacturer documentation when requested, and will not be in excess of manufacturer increases.</p> <p>Our merchants negotiate the best cost of goods through our annual vendor negotiation process in addition to when market conditions change throughout the year. These market changes may include but are not limited to currency fluctuations, raw material cost changes, labour impacts and transportation costs. In the case of a vendor price increase, suppliers must provide documentation to support their proposed increase.</p>

REVISED Additional equipment offering and trade-in

This section is optional.

Additional Equipment offering	Response
Indicate here details around any other janitorial equipment program you offer. This may include purchase or rental/lease of equipment.	<p>Staples Professional can support Canoe GPO with other Janitorial Equipment Programs as required. Staples Professional offers an unmatched selection of products and services, saving you the time, expense, and hassle of dealing with multiple vendors.</p> <p>With delivery available for a curated selection of more than 76,000 products on our e-commerce site, EWay.ca, Staples Professional is the single source for everything your business needs to run smoothly.</p> <p>This includes trusted janitorial equipment such as floor machines, auto scrubbers, vacuums, and more, from industry leading manufacturers offered at competitive pricing.</p> <p>While rental programs are not prevalent in this industry, Staples Professional can refer Canoe to a leasing company and facilitate the equipment rental as needed. We can leverage RCAP® Leasing, to satisfy this requirement. Our customers that have utilized this program have had great successes with RCAP® Leasing.</p>
Include your payment term.	Our payment terms are net 30 days.
Describe your trade-in program if offered.	Staples Professional Inc does not provide a trade-in program at this time.

NEW Agreement acceptance

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

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

Social benefit

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.

☒ We will not be submitting for Social benefit

Line Item	Question	Response *
1	Canoe members may have social benefits policies and goals. Explain how your company's social benefits programs and offerings contribute to Canoe members' ability to meet their respective goals.	<p>We understand that our operations directly impact the local communities where we operate and therefore strive to have a positive influence where our associates live and work. We do this by creating new jobs (both through direct employment and indirectly through our supply chain) and fostering local economic development.</p> <p>Our retail stores across Canada generate local employment opportunities in big and small communities alike. We also provide support for important educational community initiatives through financial contributions, associate engagement and volunteerism in local, regional, and national causes and in-kind, corporate donations. By actively engaging with our communities, we can better build more cohesive relationships and positively influence society as a whole.</p> <p>Our efforts contribute to Canoe's ability to meet their respective goals as we share our knowledge with members throughout our engagement. This may include sharing sustainable product substitutions and/or promoting environmentally friendly products in monthly Canoe flyers.</p> <p>The following are just some of the numerous organizations where our associates volunteer their time and efforts to make a positive impact to the community: Canadian Cancer Society, Junior Achievement of Canada, Boys &amp; Girls Clubs of Canada, CIBC Run for the Cure, YMCA, Canadian Diabetes Association, Big Brothers Big Sisters, and Tree Canada.</p> <p>Supporting Our Local Economy Kids Help Phone For the last few years, Staples Canada has put together a Pink Shirt Day program to sell t-shirts and hoodies to schools, charities, and organizations to support various campaigns and initiatives. Our programs are intended to enable the sales team to partner with store leadership and engage schools, organizations and companies who want to purchase the product in volume to show support. Every year we are proud to work with designated organizations and provide donations from the proceeds.</p> <p>In 2022, we partnered with Kids Help Phone to donate all net proceeds from every Pink Shirt sold to schools and businesses by our B2B Print Team towards enabling youth in every community across Canada to access the support they need, in the way the need it most.</p> <p>Thanks to the efforts of our associates and customers—schools and businesses, we raised over \$72,000 for Kids Help Phone in honour of Pink Shirt Day.</p> <p>MAP In 2021, Staples and MAP, world-class research centre based at St. Michael's Hospital, have come together to create Even the Odds: an initiative to raise awareness of inequity in Canada and to help build vibrant, healthy communities. Even the Odds will fund research and solutions to help make the future fair for everyone. Our partnership is based on the shared belief that everyone should have the opportunity to thrive. Staples is also making a multi-year commitment of three million dollars to fund the development of MAP's research and programs, starting with a dollar-for-dollar match of customer donations up to \$500,000 each year.</p> <p>Even the Odds Campaign From June 28th to July 19, 2021, Staples participated in our inaugural fundraising campaign called Even the Odds, which will help fund research and solutions to make the future fair for everyone. To help support awareness of our partnership and our shared commitment to raise awareness of inequity in Canada, we ran full page ads in the Globe and Mail, National Post and Le Journal de Montreal. Our fundraising dollars are matched with a corporate donation, totalling over \$1 million dollars towards our mission and this important cause. Although our official fundraiser has ended, we will continue our commitment to the Even the Odds movement.</p> <p>Staples for Education From August 14th to September 19th, Staples partnered with regional charities to support children in need this back-to-school season. The Staples for Education fundraiser collected funds and supplies to be donated to the selected charities to support their local communities. Together with our RVPs, we have selected regional charities for our stores to partner with for the Staples for Education fundraiser this year: Kiwanis International, Breakfast Club of Canada, Boys and Girls Club of Canada, United Way, Big Brothers Big Sisters of Canada, Salvation Army and others. We raised over \$1.3 million to support our local communities.</p> <p>Indigenous Partnerships Working Together as One Indigenous Printing and Office Solutions is a partnership between Naut'sa mawt Resources Group and Staples Canada. It was developed to meet a growing demand for the provision of print services and office supplies by an Indigenous vendor. This exciting relationship combines Naut'sa mawt Resources Group's experience as an Indigenous supplier of services to First Nations and governments, with Staples' experience and expertise in state-of-the-art, print-on-demand technology available at more than 300 locations across Canada. Revenues from Indigenous Printing and Office Solutions support Indigenous communities in their efforts towards self-reliance, self-governance, connection to culture, and quality of life - now and for future generations Naut'sa mawt Resources Group (NRG) is owned by the Naut'sa mawt Tribal Council (NmTC), a non-profit society established in 1983. NRG provides products and services to private and public sectors across Canada. Revenues generated through NRG enable NmTC to expand the resources available to its member nations and provide support to Indigenous communities throughout Canada.</p>

Indigenous inclusion

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☐ We will not be submitting for Indigenous inclusion

Line Item	Question	Response *
1	Canoe members may have Indigenous inclusion policies and goals. Explain how your company's Indigenous inclusion programs and offerings contribute to Canoe members' ability to meet their respective goals.	<p>As an organization, we are on a journey of reconciliation alongside our associates and are focused on building respectful and collaborative relationships with Indigenous communities and organizations.</p> <p>Over the past year, we supported the Niagara Regional Native Centre's back to school Backpack Drive by donating over 200 backpacks filled with back-to-school essentials. We also invited our associates from across the country to join our book club, while we read and discussed CRITR (Connecting – Resilience – Indigenous Truth &amp; Reconciliation). We encourage our associates to educate themselves and to engage in conversations that promote cultural appreciation, inclusion, and reconciliation.</p> <p>Another way that Staples supports Indigenous Peoples is through our partnership with MAP and our Even the Odds campaign. Recently through Even the Odds, Staples Canada and MAP also announced support for a new Université de Montréal and the Centre de Recherche en Santé Publique (CReSP) project focused on an innovative health clinic, called Clinique Mauve, that's specifically designed to meet the needs of racialized and migrant communities who identify as LGBTQI+. The project will evaluate the program and explore the best ways to tailor the clinic's services to serve Two-Spirit and/or trans Indigenous people, especially youth.</p> <p>Through MAP and Even the Odds, we have also been able to support Our Healthbox. Our Healthbox is a 'smart', interactive dispensing machine that provides low barrier access to self-testing kits for HIV and COVID-19, plus essential harm reduction and sexual health supplies, as well as health information, and a support services directory for people to find the health care they need – in their community.</p> <p>Through this, we aspire to reach everyone in Canada, especially people with complex health and social needs and people who have barriers (e.g., due to racism, homophobia, stigma and discrimination) to accessing testing, harm reduction materials, treatment, care and prevention. These include Indigenous/First Nations/ Métis peoples.</p> <p>In 2022, to commemorate National Indigenous History Month, Diana Frost from Colouring it Forward to lead us through an educational and interactive workshop. We also partnered with the Canadian Centre for Diversity and Inclusion (CCDI) to offer a number of webinars on Land Acknowledgement, Circle for Reconciliation and the history of Indigenous Peoples in Canada. This year, we welcomed Patrick Hunter, as he speaks to our team about Reconciliation through art. Patrick is a 2Spirit Ojibway Woodland artist from the community of Red Lake, in Northwestern Ontario. Patrick paints what he sees through a spiritual lens which is inspired by his homeland and growing up seeing the original works of Woodland painter Norval Morrisseau in various buildings around his hometown.</p> <p>Another way that we have worked with indigenous communities is through Operation ReLeaf. In 2017, British Columbia was hit by the worst fire recorded in history. More than three million acres were devastated and more than 30,000 residents had to leave their homes. The operation ReLeaf – BC Fires was launched by Tree Canada, in partnership with the Government of British Columbia, to provide funding to homeowners, private landowners, First Nation communities and municipalities to replace their lost trees.</p> <p>Phase 1 of this program was realized in 2018 and 2019, and it helped seven different First Nation communities and municipalities to plant approximately 700 trees on public and private lands to restore the forest cover that was lost due to the fires. These communities are:</p> <ul style="list-style-type: none"><li>- Ashcroft Indian Band</li><li>- Bonaparte Indian Band</li><li>- Village of Cache Creek</li><li>- District of Lake Country</li><li>- Williams Lake Indian Band</li><li>- Xatsull First Nation</li><li>- Yunesitn Government</li></ul> <p>Phase 2, which was completed in 2020, assisted private landowners restore their trees lost and beautify their lands as part of the full cycle of restoring their homes.</p> <p>With the help of Staples Professional and other sponsors, more communities and homeowners are benefiting from this support and have hope that soon some normalcy will be brought back into their lives. Staples Professional stepped up in this time of need and helped the affected communities recover their lost tree canopy.</p> <p>Additionally, Indigenous Printing and Office Solutions is a partnership between Naut'sa mawt Resources Group and Staples Canada. It was developed to meet a growing demand for the provision of print services and office supplies by an Indigenous vendor. This exciting relationship combines Naut'sa mawt Resources Group's experience as an Indigenous supplier of services to First Nations and governments, with Staples' experience and expertise in state-of-the-art, print-on-demand technology available at more than 300 locations across Canada. Revenues from Indigenous Printing and Office Solutions support Indigenous communities in their efforts towards self-reliance, self-governance, connection to culture, and quality of life - now and for future generations.</p> <p>Naut'sa mawt Resources Group (NRG) is owned by the Naut'sa mawt Tribal Council (NmTC), a non-profit society established in 1983. NRG provides products and services to private and public sectors across Canada. Revenues generated through NRG enable NmTC to expand the resources available to its member nations and provide support to Indigenous communities throughout Canada.</p> <p>Customer Experience</p> <ul style="list-style-type: none"><li>- Nookomisnaang Shelter for Victims of Family Violence – This WFN project required consultation with project leads to understand the nature and purpose of the facility, as it pertained to Indigenous clients of the shelter. Staples Professional also worked to understand their cultural needs in the design and layout for the furnishing, including colour, fabrics and finished used.</li><li>- Ngwaagan Gamig Recovery Centre Inc. – Staples Professional worked on various projects with this important addiction and counselling organization. Most recently, we assisted with desking to accommodate new hires, and incorporating germ shielding during COVID-19.</li><li>- As an extension of the project above, Staples Professional worked with various departments managed under the Wikwemikong Health Centre to acquire and roll out protective germ shielding throughout their buildings and offices to ensure safe continued operation of critical essential services to the vulnerable community.</li><li>- Wikwemikong Board of Education – Staples Professional worked on a significant number of projects at the board offices, as well as their K-12 schools. At the board office we completed refurbishing after a renovation to expand and improve their office layout from reception to modular cubicles and workstations, and meeting rooms (pre-COVID-19). Later, we upgraded the spaces with additional germ shielding in accordance with PHU guidelines and in awareness of Indigenous group high risk status. Within the schools, we assisted the Board's efforts to improve and expand on 21st-Century classroom collaborative learning redesigns, incorporating color, height adjustability, and mobility to allow classroom reconfiguration on the fly in elementary to high school. Further, we installed germ shielding for improved safety, especially in light of community COVID-19 outbreaks.</li><li>- Most recently, Staples Professional is very proud to have worked with Cambrian College in Sudbury, Ontario to design and install an Indigenous Meeting Room. We worked to incorporate the circle and colours of the indigenous medicine wheel to support and promote the alignment and continuous interaction of the physical, emotional, mental, and spiritual realities.</li></ul> <p>We have the ability to partner with northern resellers to support communities where Canoe members live and work, in turn, contributing to meeting your respective goals. We can also share our learnings with Canoe members as we continue our journey to reconciliation.</p>

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?	Staples Professional Inc. has not used Artificial Intelligence tools of systems in the preparation of our RFP response.
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	N/A as Staples Professional Inc. has not used Artificial Intelligence tools of systems in the preparation of our RFP response.
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 as Staples Professional Inc. has not used Artificial Intelligence tools of systems in the preparation of our RFP response.

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.

- Information on additional equipment offered - optional (optional)
- Warranty information - optional (optional)
- [Information on goods offered - optional](#) - Staples Professional Inc - Information on Goods Offered.pdf - Tuesday June 04, 2024 09:38:50
- Hot item list and prices - optional (optional)
- 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 thirty (30) 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 honour 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, as described in Section 2.14 (Verification of Information);
- 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.

- Daniel Craig, VP, Sales and Account Management, Staples Professional Inc.

Conflict of Interest

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
REVISE Addendum 01 - CAN 2024-007 Tue May 14 2024 04:17 PM	<input checked="" type="checkbox"/>	4

**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.