

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: Sysco Canada Inc

Supplier Corporate Jurisdiction: 25140 114 Ave, Acheson, AB T7X 5A4

(the "**Supplier**"), as of

Date of Agreement: April 13, 2026 regarding

RFP No. CAN-2025-010

RFP Title Supply of Wholesale Food and Food Service Accessories

(the "**RFP**").

BACKGROUND

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

"**ATIA**" means the *Access to Information Act*, SA 2024, c A-1.4, as amended or superseded.

"**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.

"**Deliverables**" means the goods and/or services identified in Schedule A, B and C.

"**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.

"**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.

"**LBMX**" refers to the proprietary software platform developed and maintained by LBMX Inc.

"**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 *Protection of Privacy Act SA 2024, c P-28.5*.

"**POPA**" means the *Protection of Privacy Act SA 2024, c P-28.5* as amended or superseded.

"**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.

"Record(s)" means a record, as that term is defined in the Access to Information Act ("ATIA") and the Protection of Privacy Act ("POPA"), that is disclosed to the Supplier or collected, created, maintained, or stored by the Supplier in the performance of its duties under the terms of this Agreement, excluding the Supplier's own accounting and human resources records.

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

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

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

1.2 Term

This Agreement comes into effect on the Effective Date and shall continue in force for **until April 30, 2029**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of **up to 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.
- (f) Where this Agreement is silent on any subject, Members and Approved Supplier retain the ability to negotiate mutually acceptable terms.

1.4 Schedules

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

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

1.5 Order of Priority

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

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

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

ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

- (a) The Parties agree that Canoe administers the Program as set out in this Agreement. Through the Program, Members have the option to purchase from the Supplier, and the Supplier agrees to supply to Members, the Goods/Services at Program Pricing.
- (b) Members using the program may wish to enter into a separate Purchase Agreement or Participating Addendum negotiated directly with the Supplier that contains additional terms and conditions. The terms of that Purchase Agreement cannot be less favorable to the Member than this Agreement, nor shall they conflict with any provision of this Agreement.

- (c) All Members orders under this Agreement must be issued prior to expiration of this Agreement; however, Supplier performance, Member payment, and any applicable warranty periods or other Supplier or Member obligations may extend beyond the term of this Agreement.
- (d) The Parties agree that the Supplier is an independent supplier and is not the agent or partner of Canoe. Nothing contained in this Agreement shall create or be deemed to create the relationship of joint venture, partnership, or agency between the Parties. Neither Party shall represent itself as the joint venturer, partner or agent of the other. The Supplier has no authority to bind Canoe, and will not represent itself as having that authority.

2.2 Responsibilities of the Supplier

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.
- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedules A, B and C.
- (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, B, C will be posted on www.canoeprocurement.ca.
- (e) The Supplier will provide prompt cooperation to Canoe and its representatives to ensure that the Program is effective and responsive to Members.
- (f) The Supplier will manage the transition of Members into the Program, and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (g) During the Term, the Supplier will continually provide Members with the Program Pricing for all Goods/Services.
- (h) The Supplier will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (i) The Supplier will inform Canoe of important developments within the industry that affect the Program or the Goods/Services.
- (j) The Supplier will maintain the insurance required under Section 11.3 at all times during the Term.
- (k) The Supplier will provide the insurance documents, sales report and pay the administrative fee as required by Canoe on time.

2.3 Responsibilities of Canoe

- (a) Canoe will facilitate and administer the financial and payment aspects of the Program as outlined in this Agreement – including all the Schedules.

- (b) Canoe will act as a liaison between the Supplier and the Members, to help facilitate obtaining any information required in relation to the Program. Canoe will support the Supplier's Program marketing efforts by making information about the Program available to its Members.

2.4 Obligations of Suppliers to Members

- (a) Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Member.
- (b) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal/quote may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of the Deliverables. Supplier and Member may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for the Deliverables. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- (c) Applicable Taxes. Member is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- (d) Ordering Process and Payment. Supplier's ordering process and acceptable forms of payment are included within its Proposal. Canoe will have no liability for any unpaid invoice of any Member.
- (e) Transaction Documents. Member may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier and Member may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Member must include specific reference to this Agreement by number and to Member's unique Canoe account number.
- (f) Additional Terms and Conditions Permitted. Member and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant this Agreement when necessary and as solely determined by Member however they cannot be less favorable to the Member than the terms of this Program Agreement. Canoe has expressly reserved the right for Supplier and Member to address any necessary provisions within transaction documents not expressly included within this Agreement.
- (g) Participating Addendums. Supplier and Member may enter a Participating Addendum or similar document extending and supplementing the terms of this Agreement to facilitate adoption as may be required by a Member.
- (h) Subsequent Agreements and Survival. Supplier and Member may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Agreement as determined in the discretion of Member.

2.5 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.

2.6 No Guaranteed Volumes

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

2.7 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.

2.8 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 A1 for the entire term of this Agreement including the extension period if exercised.

3.2 Administrative Fees

During the Term, the Supplier will pay to Canoe the Administrative Fee defined in Schedule A2 + 1.5% based on the aggregated invoiced value before tax of all Goods/Services acquired by all Members from the Supplier.

3.3 Supplier Expenses

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

3.4 Billings and Payment

- (a) The Supplier is required to use LBMX for all invoicing submissions to Canoe using standard EDI or PDF2EDI connection. Any associated onboarding, licensing and/or subscription fees for the use of LBMX using a nonstandard connection is the sole responsibility of the Supplier.
- (b) 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.
- (c) The Supplier should ensure that any person ordering on behalf of a Member provides the Supplier with the Member's Canoe member number for electronic entry on the invoice.

3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15th) of each month. If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to accounting@canoeprocurement.ca in xls format.
- (c) All reports must include:
 - (i) Member name, number and address, province
 - (ii) Canoe contract number
 - (iii) Purchase order number
 - (iv) Transaction/PO date
 - (v) Accounting date
 - (vi) Delivery date
 - (vii) Sales for the reporting period
 - (A) Total purchase in Canadian dollars
 - (B) Itemised shipping, freight, taxes, and earning total
 - (C) Contract applicable spend VS other fees
 - (D) If there are no sales to report, the report will indicate 0\$

- (d) Canoe has approval from participating Members to allow the Supplier to share their purchase data with Canoe for the purpose of financial reporting.
- (e) The Supplier will provide segmented reporting on each of the provincial associations represented in this RFP.
- (f) The Supplier will provide a business review to Canoe at least annually to discuss the Program sales performance and the deployment and effectiveness of marketing strategies.
- (g) The Supplier 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.
- (h) 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 Access to Information and Privacy Laws

The Supplier acknowledges that Canoe is subject to Access to Information laws and that any information provided to Canoe in connection with the Services or otherwise in connection with this Agreement, or held on RMA's behalf, may be subject to disclosure in accordance with ATIA.

- (a) To support Canoe's compliance with ATIA, the Supplier will:
- (i) provide Canoe -related records to the Canoe within seven (7) days of being directed to do so by the Canoe;
 - (ii) promptly refer to Canoe all requests made to the Supplier by third parties referencing ATIA or other public sector access to information laws;
 - (iii) not access any Personal Information on RMA's behalf unless the Canoe determines, in its sole discretion, that access is permitted under POPA and is necessary in order to provide the Services to RMA;
 - (iv) keep Canoe Records and Confidential Information physically or logically separate from other information held by the Supplier;
 - (v) not destroy any Records related to the Services 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 the Canoe would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Canoe Records and Confidential Information.

**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 forty five (45) days prior written notice to request any increase or decrease in prices using the Change Request Form. To ensure timely consideration of the request, the Supplier must comply with the instructions set out in the Change Request Form.
- (b) Canoe shall consider all duly completed Change Request Forms and shall notify the Supplier of whether the Program Pricing, products or other change is acceptable or not within thirty (30) days of receipt of all requested information from the Change Request Form. Canoe shall not unreasonably withhold its approval to any requested change – provided that Canoe may refuse any change in Program Pricing prior to the first anniversary of the Effective Date for any reason or without giving any reason.

8.2 Reduction in Scope

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

8.3 Termination by Either Party

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

8.4 Termination by Canoe

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

- (a) at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days notice to the Vendor;
- (b) on written notice to the Supplier where the Supplier: (i) commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or equivalent legislation; (ii) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement

with its creditors; (iii) has a receiver and/or manager appointed over its assets or makes an application to do so; (iv) has a resolution or a petition filed or an order made for its winding up; or (v) ceases to carry on business;

- (c) on thirty (30) days' written notice to the Supplier, following the occurrence of any material change in Canoe's requirements which results from regulatory or funding changes or recommendations issued by any Governmental Authority; or
- (d) on written notice to the Supplier if the Supplier breaches in any material respect any of its obligations or covenants hereunder with respect to Confidential Information or privacy.

8.5 Termination by the Supplier

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

8.6 Orderly Termination

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

8.7 No Limitation of Remedies

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

8.8 Survival

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

Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 9 through 11 survive the expiration

or cancellation of this Agreement. All other rights will cease upon expiration or termination of this Agreement.

ARTICLE 9 FORCE MAJEURE

9.1 General

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

9.2 Notice and Performance

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

9.3 Right to Terminate

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

ARTICLE 10 DISPUTE RESOLUTION

10.1 General

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

10.2 Election

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

judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10.3 Arbitration Site and Arbitrator

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

10.4 Procedure

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

ARTICLE 11 GENERAL

11.1 Notices

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

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

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

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

- (iii) on the first Business Day after it was sent by Electronic Transmission.

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

11.2 Contact Information for Notices

Any Notice to Canoe shall be addressed to:

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

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

Any Notice to the Supplier shall be addressed to:

SYSCO CANADA INC
25140 114 Ave
Acheson, AB T7X 5A4

Attention:
Tel:
Email:

11.3 Insurance Obligations

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

- (a) the Indemnitees as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement or the performance with the Supplier (or its representatives, agents, dealers and distributors) under a Purchase Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation, termination or material change.

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

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

11.4 Public Announcements

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

11.5 Governing Law and Forum

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

11.6 Entire Agreement

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

11.7 Amendment and Waiver

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

11.8 Severability

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

11.9 Assignment

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

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances


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

11.12 Counterparts

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

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

CANOE PROCUREMENT GROUP OF CANADA

By: 
Tyler Hannemann (Apr 23, 2026 15:33:00 MDT)
Name: Tyler Hannemann
Title: General Manager

By: *Stéphanie Dion*
Stéphanie Dion (Apr 13, 2026 16:36:42 CDT)
Name: Stéphanie Dion
Title: Manager of Procurement

Supplier Legal Name: Sysco Canada Inc

By: *Kim Doherty*
Kim Doherty (Apr 21, 2026 09:02:00 CDT)
Name: Kim Doherty
Title: President, Prairie Region

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.

The scope of this RFP is Wholesale Food Products and Foodservice Accessories. Proponents may include related services to the extent that these solutions are complementary to the categories being proposed. Range of products shall be considered and are required to be applicable to the product categories within this RFP.

The following is a suggested (but not limited to) list of categories for Wholesale Food Products and Foodservice Accessories.

Category Name	Key Contents
Fresh Produce	Fresh fruits, vegetables, salads, and fresh-cut items.
Dairy and Eggs	Fluid milk, cream, butter, cheese (commodity), yogurt, and shell eggs.
Frozen Vegetables & Processed Fruit	IQF products, bulk fruit purees, canned/dried fruits.
Commodity Proteins	Bulk, raw cuts of Beef, Pork, Poultry, and commodity frozen seafood.
Specialty and Value-Added Proteins	Pre-cooked/pre-portioned meats, gourmet seafood, premium plant-based substitutes.
Core Dry Staples and Baking	Flour, sugar, cooking oils, salt, spices (bulk), rice, dried beans.
Dry Groceries and Beverages	Canned goods, condiments, pasta, coffee/tea, shelf-stable juices.
Non-Food/Consumables	Cleaning chemicals, janitorial supplies, small wares, guest amenities.
Disposable Food Service Packaging	All disposable containers, foils, plastic wrap, cutlery, and napkins.

B . REQUESTED GOODS

Canoe is seeking proposals for Wholesale Food Products and Foodservice Accessories. This includes core consumables that distributors provide in bulk along with non-food items that support preparation, service and storage.

Canoe expects proponents will offer a wide array of wholesale food products and foodservice accessories at lower prices and with better value than what they would ordinarily offer to a single governmental or not for profit entity.

The Wholesale Food Products and Foodservice Accessories must cater to a diverse range of applications and equipment used in municipalities, cities, provincial governments, academic institutions, school boards, and healthcare organizations. These products and accessories are essential to ensuring the smooth functioning, efficiency and longevity of foodservice operations within these sectors. The selected supplier(s) will be expected to provide a comprehensive portfolio of food items and related accessories that meet high standards of quality, safety and reliability, food rescue and social impact programs while supporting the operational and value needs of Canoe Members.

Proponents may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the products being proposed so long as the Proposers primary offering is for Wholesale Food Products and Foodservice Accessories.

Canoe

C. Use of LBMX financial Software

Canoe will provide centralized accounts receivable management services on behalf of vendors. This approach is intended to streamline collections, improve cash flow, and reduce administrative burden for vendors. By consolidating receivables through Canoe, the vendor will achieve consistent compliance, enhanced reporting, and improved customer experience, while leveraging economies of scale and advanced systems for efficient payment processing.

As a performance requirement, all Canoe approved suppliers will be required to connect directly with LBMX through EDI or PDF2EDI. Any extra costs associated with non-standard set ups will be the responsibility of the supplier. Training will be provided as part of the supplier's onboarding package.

1. Utilisation of the contract – Canoe members

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

2. Requirements

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

- Competitive pricing across the span of services offered beyond a defined service offering;
- Our Members ask; how fast, how much, how can I access the goods, 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 provide the Deliverables when answering the specification questionnaires in the Procurement Portal.

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission and Specification Questionnaires

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

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

2. Pricing

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

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
- Satisfactory reference check if required by Canoe

E. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Proponents must provide their response in Canoe's procurement portal.

Non-Price Rated Criteria Category	Points	Minimum points
Experience -Distribution model -Market share -Group purchasing	10	7
Goods offered -Program offering -Quality assurance -Technology and integration	20	14
-Special programs and regional customization	10	6
Engagement, marketing and training plan	10	6
Sales and distribution network -Sales network	10	6

-Members' ease of access to program offering -Distribution, Delivery and Logistics		
Pricing -Discounts offered	30	
Total Points	100	

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.

F. PRICE

Pricing is worth 30 points of the total score.

Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information electronically within the Procurement Portal.
- (b) Rates must be provided in Canadian funds, exclusive of all applicable duties and taxes.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees, duties, tariffs or other charges required by law.

G. AWARD

Canoe will invite the proponents with a score within 10% of the top proponent to enter into a master agreement for the services for Canoe members.

[End of Part B]

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

CAN-2025-010 - Supply of Wholesale Food and Food Service Accessories

Opening Date: December 4, 2025 3:56 PM

Closing Date: January 20, 2026 3:00 PM

Vendor Details

Company Name: Sysco Alberta
Does your company conduct business under any other name? If yes, please state: Sysco
Address: 25140 114 Avenue
Acheson, AB T7X 6M4
Contact: Kim Hamula
Email: Hamula.Kimberly@edm.sysco.ca
Phone: 780-643-8127
HST#: 85706 5338 RT00

Submission Details

Created On: Tuesday January 06, 2026 15:02:49
Submitted On: Monday January 19, 2026 14:44:04
Submitted By: Kim Hamula
Email: Hamula.Kimberly@edm.sysco.ca
Transaction #: b8fea713-6445-4ab7-8784-bd9f0f09ec21
Submitter's IP Address: 147.243.242.236

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):	Sysco Canada Inc
2	Proponent Address:	25140 114 Ave, Acheson, AB T7X 5A4
3	Proponent website address:	www.sysco.ca
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):	
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	NA
7	Proponent GST registration number:	Tax #857065338 RT0008
8	If the Proponent is representing a consortium, each member of that consortium.	NA
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.	Sysco has been building customer relationships since 1969. For Sysco, it began with a promise to assist foodservice operators in providing consumers with solutions for meals consumed away from home. As a public traded company our day-to-day business needs to be fully transparent and audit compliant. Sysco's product lines are as diverse as the 50,000 employees who support its daily operations. As a result, Sysco can make a difference in its customers' lives and the success of their businesses. Our vision statement is at the heart of everything we do as we truly believe that business who work towards a shared goal are ultimate more successful. Core Values: Rooted in Integrity, Committed to Inclusion, Drive Together, Define excellence and Grow Responsibly. Identity: Together we define the future of foodservice and supply chain. Mission: Delivering success for our customers through industry - leading people, products and solutions. Purpose: Connecting the world to share food and care for one another.
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	NA
11	Where is your Canadian headquarters located?	Sysco Canada 7055 Kennedy Rd, Mississauga, ON L5S 1Y7 c. (289) 962-0195
12	Do you have 250 or more full time employees in Canada?	Yes.

Bill S-211 declaration

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

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

Geographical coverage for offering

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

Line Item	Province/Territory	Do you currently offer goods in this area? *	Is this area included in your offering for this RFP *	Comments
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input 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 checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input 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 checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	This area is serviced out of our Edmonton warehouse, extra delivery fees applied.
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	This area is serviced out of our Edmonton, Winnipeg or Montreal warehouses, extra delivery fees applied.
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 checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input 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 checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	This area is serviced out of our Edmonton warehouse, extra delivery fees applied.

Experience

Line Item	Question	Response *
1	Provide a high level description of the goods you are offering in your proposal.	With over 10,000 items stocked in each of our 17 operating sites, covering over 12 key categories: Healthcare, Dairy, Meats, Seafood, Poultry, Frozen, Canned & Dry, Paper & Disposables, Chemicals, Supplies & Equipment, Produce, Beverage. Sysco's product mix includes everything from high-end ingredients and specialty healthcare items to supplies and equipment. From every day to exotic – we have it! We market our own Sysco Brands alongside some of the most popular National Brands available. We will have ample selection to meet the needs of Canoe members food service needs.
2	What is your Canadian public sector market share for the solutions you are proposing?	Based on Canadian Food Sales we have determined our Canadian market share to be 42% of broadline distribution sales
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	We have the largest geographical service area in Canada We have the largest sales force across Canada. We continue to innovate our products, services and technology to meet the different needs of our customers
4	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.	We hold all licenses applicable to our services and for the communities we provide delivery too. Certificate of Recognition (COR) Audits and certification BRC – global standard for food safety certification. CFIA SFCR License Alberta Health Services Food Handling Permit Certificate of Insurance. Worker Compensation
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	Sysco works with a large variety of group purchasing organizations. Due to confidentiality, we cannot list the contracts.

Program offering

Describe your parts offering.

Question	Response *
Provide a description of your wholesale food offering including any specialty, premium lines and imported food. You can attach a more detailed list in the procurement portal.	With over 10,000 items stocked in each of our operating sites, covering over 12 key categories: Healthcare, Dairy, Meats, Seafood, Poultry, Frozen, Canned & Dry, Paper & Disposables, Chemicals, Supplies & Equipment, Produce, Beverage. Sysco's product mix includes everything from high-end ingredients and specialty healthcare items to supplies and equipment. From every day to exotic – we have it! We market our own Sysco Brands alongside some of the most popular National Brands available. We will have ample selection to meet the needs of RMA members food service needs.
Provide information on the quality standards and certifications applicable to the goods.	We have an extensive food safety and quality program. Our commitment to continuously improving our food- safety and quality-assurance practices can be traced back to the founding of Sysco Corporation. Since 1970, we have continued to build upon our founders' beliefs in first-rate quality and food-safety programs, as well as the safety of our people on the job. Today, our commitment has never been stronger. Our Sysco Quality Assurance team is responsible for assuring we meet today's food safety and quality challenges in the foodservice distribution industry. We accomplish this through the diligent efforts of our full-time Quality Assurance team members and supportive quality experts located throughout the world. We are actively involved in leading quality, food safety, regulatory and environmental initiatives. Sysco supports food safety and sustainability research, while team members serve on numerous advisory committees and participate in various food safety, regulatory, quality and environmental initiatives. We are committed to the belief that shared knowledge leads to continuous improvement in these areas and ultimately benefits all stakeholders in the foodservice industry, including consumers, our valued customers, and our supply chain. KEY COMPONENTS OF THE FOOD SAFETY SYSTEM: 1. Comprehensive risk assessments and implementation of preventive controls 2. HACCP plans for potentially hazardous foods 3. Sourcing Sysco branded products from qualified suppliers who pass an approved third party food safety certification audit 4. Minimizing the possibility of cross-contamination during storage and transport 5. Establishing time and temperature control limits from the time products leave the supplier to the time they are delivered to the end-customer 6. Routine internal audits and third party food safety certification of our Food Safety Plan to assess compliance. MONITORING AND COMPLIANCE PROGRAMS ARE TAILORED TO THE PRODUCT CATEGORY, BUT WILL INCLUDE ONE OR MORE OF THE FOLLOWING: 1. Product and Packaging Evaluations 2. Field Technicians Inspection 3. Point Source Inspection 4. Provision of Certifications of Analysis/ Conformance 5. Food Safety and Quality Reviews 6. Sysco Program Quality Manager Plant Audits 7. Independent Lab Analysis 8. Initial Production Run Inspection 9. Random Lot Inspection 10. Submission of On-Going Analytical Reports 11. QA Documents (from supplier) 12. Verification Supplier Product Evaluations 13. Time/Temp Recorders for Supply Chain Control 14. Complaint Tracking Sysco is one of the first food service distribution be certified by BRC, which holds regular audits.
Provide a description of any additional categories of accessories you would like to offer in addition to the wholesale food.	We do have access to smallware's used within food service (plates, cutlery, glasses etc) and we have chemical for dishwashers and sanitation.
Provide details on any home brand type offering which you want to include as part of this program. Describe any financial incentives associated with the specific offering.	Sysco does work with manufactures to make our own brand of products, we design recipes to meet the unique needs of foodservice some of the benefits are higher yield, taste/ flavor, case size, competitive cost or value added benefits.
How often do you supplement and diversify your program offering and how do you notify clients of offering updates?	We are consistently adding new products to our portfolio, the dedicated sales consultant for your members will bring forward new products as applicable to their business. Within our online ordering platform (Sysco Shop) it has a newfeed which shares new product information.
How do you address and communicate supply chain issues such as shortages? How do you allocate items in such situation?	The dedicated sales consultant for your members will inform your members of any shorts, suggest alternatives items they can use in replace of the item being shorted or provide them a date for when the product will arrive into inventory. If allocation of product is required - customer locations the furthest away from a Sysco delivering warehouse or with limited delivery options is first priority, we will also ensure that all customers get at least one case vs nothing if applicable.
List anything else you would like to include as part of your offering.	Sysco also has different business support resources available to our customers, Category Specialist (Protein, Produce, Non Foods and Global), Culinary support, extensive partnership with our vendors all of these help us to identify the best product for the customers business.

Quality Assurance

Describe your parts offering.

Question	Response *
Describe your quality assurance and food safety assurance protocols. How do you qualify and audit your third party suppliers, specifically for fresh produce and proteins?	<p>Sysco has the largest Food Safety Quality Assurance staff in the foodservice distribution industry. Our Sysco Quality Assurance team is responsible for assuring we meet today's food safety and quality challenges in the foodservice distribution industry. We accomplish this through the diligent efforts of our full-time Quality Assurance team members and supportive quality experts located throughout the world.</p> <p>We are actively involved in leading quality, food safety, regulatory and environmental initiatives. Sysco supports food safety and sustainability research, while team members serve on numerous advisory committees and participate in various food safety, regulatory, quality and environmental initiatives. We are committed to the belief that shared knowledge leads to continuous improvement in these areas and ultimately benefits all stakeholders in the foodservice industry, including consumers, our valued customers, and our supply chain.</p> <p>PRODUCE: GOOD AGRICULTURAL PRACTICES (GAP) The Sysco/FreshPoint GAP Program is divided into two areas that improve food quality, food safety and traceability:</p> <ol style="list-style-type: none"> 1. Good Agricultural Practices (GAP) 2. Harvest Crew Third Party Audits (GHP) <p>KEY COMPONENTS OF THE FOOD SAFETY SYSTEM:</p> <ol style="list-style-type: none"> 1. Comprehensive risk assessments and implementation of preventive controls 2. HACCP plans for potentially hazardous foods 3. Sourcing Sysco branded products from qualified suppliers who pass an approved third party food safety certification audit 4. Minimizing the possibility of cross-contamination during storage and transport 5. Establishing time and temperature control limits from the time products leave the supplier to the time they are delivered to the end-customer 6. Routine internal audits and third party food safety certification of our Food Safety Plan to assess compliance
Provide a description of your food recall procedures including client notification.	<p>RECALL PROCEDURES</p> <p>When manufacturers find a problem with the safety or quality of their products it is incumbent upon them to remove the product from the distribution system. As Sysco grows and becomes a bigger part of the distribution system, involvement in product recalls and withdrawals has grown as well.</p> <p>A basic tenet of effective crisis management is efficient and comprehensive communication. Sysco Quality Assurance has taken the lead in this regard and has developed a recall communication system designed to notify all involved, in as rapid a manner as possible, of the details of any product recall/withdrawal situation, as well as any responsibilities they might have. Guidelines have been developed to facilitate communication between the recalling firm/supplier, Sysco Operating Sites, and affected customers involved. This plan minimizes disruption and describes step-by-step the procedure to follow in the event of a recall. Sysco uses a Bell Tower to contact all customers if they purchased a product recalls an informs them of their next steps.</p>
List any third party safety certifications your company currently hold.	<p>Sysco is audited against the BRC (British Retail Consortium) Global Standard for Storage and Distribution. Our operating companies and products are subject to CFIA inspection and testing.</p> <p>HACCP Systems.</p> <p>Sysco has also developed and implemented Food Defense Plan which includes mitigation strategies for intentional adulteration.</p>
Provide the specific Key Performance Indicator (KPI) metrics you use to track product quality delivered, order accuracy and credit/return rate to clients in Canada.	<p>Outbound Fill RateTotal Pieces Shipped / Total Pieces Ordered. Includes subs, credits, etc. to customer</p> <p>Inbound Fill RateFill rate from the vendor we track the total pieces ordered on our PO's vs. actual pieces received into the warehouse</p> <p>Perfect Invoice Percentage (PIP)We track all after delivery credits, shorts, price corrections</p> <p>Safety Stock ManagementVarying factors include vendor lead time, shelf-life parameters, order cycle frequency, sales volume and stability and critical need of the customer</p> <p>Streamlined Information IntakePromotional Planning Tools- Visibility to openpurchase orders and inventory</p> <p>Daily Comparison To ForecastPlanning tools give early alerts to volume changes</p> <p>Auto-Ship ProcessSysco capability to coordinate promotion readiness</p>

Special Programs and Regional Customization

Line Item	Question	Response *
1	Describe your capacity and methodology for customizing the product offering geographically and seasonally to include local food producers and align with a Member's specific "Value Lever" (e.g. economic development, specialized nutritional needs, or sustainability targets).	<p>Sysco has 17 distribution (warehouse) sites all across Canada all designed to service the needs of our customers within their geographical area. This allows us to leverage national buying power but also to have customized inventory to meet local demand. Our diverse customer based allows us to have a product to meet the specific needs of another. Not everything is actively stock with approximately 2000 - 3000 items available as a special order allows us to deliver on seasonal specialties or unique flavors.</p>
2	Describe your food rescue practices, including strategic partnerships, cold-chain and quality control procedures in place to ensure all donated food remains safe and compliant with applicable food safety standards until pickup/delivery by the partner.	<p>Sysco is partnered with Food Banks of Canada plus numerous local hunger initiative charities. Through our signature Nourishing Neighbors program, a portion of proceeds from each Sysco branded case sold in local communities is donated back to charitable organizations in those communities. Sysco has contributed over \$500 million worth of good in our global communities since 2021.</p> <p>All product donated follows our food safety guidelines listed under the Quality Assurance sections of this submission.</p>
3	Detail any special operational programs or initiatives you offer to improve logistical efficiency and reduce landed costs specifically for remote or low-volume locations within a Member's service area.	<p>Sysco has 17 distribution (warehouse) sites all across Canada all designed to service the needs of our customers within their geographical area. This allows us to leverage national buying power with our vendors to ensure we have the best product cost. Balancing the national buying power with local purchasing allows flexibility to pivot. Example: During Canadian winters we need to buy more of our fruits and vegetables from warmer climate areas like Arizona, Florida or Mexico but during our Canadian summers these product become more abundant in Canadian areas like BC, Ontario and the Maritime provinces.</p> <p>We will also leverage our warehouse locations, one warehouse inventories the product and other Sysco sites buy from them. Remote areas may have an extra delivery fee not an increase i product costs.</p>

Engagement , Marketing and Training

Line Item	Question	Response *
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.	Sysco has the largest sales force across Canada, part of our success is we hire associates within the diverse communities we service across our country. Sysco's Canadian sales force has approximately 600 associates. Builds relationships and oversees the day-to-day success of Canoe members: <ul style="list-style-type: none"> • Each member will have a dedicated Sales Consultant who will be their Sysco go-to person • Daily/Weekly communication via email and phone • On site visitation cadence coordinated with member as required • Coordinates product and service options to enhance your Food & Beverage program Handles emergency requests, escalates to all internal and external parties as needed <ul style="list-style-type: none"> • Provides supply and market updates • Follows up on credits and operational concerns • Conduit between Operators and all Sysco departments Category Growth Specialists <ul style="list-style-type: none"> • Business Resource and culinary support • Sysco Specialty Companies – Buckhead, Fresh Point • Support from Regional Leadership as required.
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?	Promoting and sharing our services to members is a great way to collaborate our partnership, coordinating introductions with members who have food service programs.
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.	We currently have a Canoe Partnership information sheet that is provided to all sales teams across Canada - it summarized the partnership, has the link to access the member directory by province. We review partnership at least annually we track number of accounts/ members with Sysco accounts and annual sales growth.
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.	We are looking forward to continuing our partnership with Canoe, if we are the successful proponent of this RFP. We will share nationally of our on going partnership with Canoe, share out the partnership summary, share the membership link with all sales teams, coordinate a blitz within each region to make contact with as many members as we can.
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?	We will review partnership at least quarterly, track number of accounts/ members with Sysco accounts and annual sales growth.
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.)	All events would be reviewed, attendance determined on availability, a budget would be created to manage our expenses related to such activity.
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.	Sysco works with many food service advocacy channels: trade shows, Restaurants Canada, Vendor Partnerships, industry related business tools and marketing experts. Canoe members will have invitation to different events we host with our different sites.

Sales and distribution network

Line Item	Question	Response *
1	Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area the Proponent wishes to do business in. Your response should address at least the following areas. a. Sales force. b. Dealer Network or distribution methods. Please include details, such as the locations of your network of sales and any overlap between the sales and service functions.	With over 600 sales consultants and 17 distribution warehouses located in major cities across Canada, Sysco is the largest broadline food distributor in Canada.
2	Describe the measures your organization will implement to ensure that all distributors/distribution partners fully adopt and comply with the terms of the awarded Canoe contract should you be awarded.	Contract compliance, integrity and accuracy are foundational for us. If awarded the contract, our dedicated contracts team enters in all the details into our system, they create a unique contract identification code (MAG#) and all member accounts get attached to this MAG#. Our sales team is unable to deviate from the contract structure set up so there is no pricing mishandling.
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.	Every customer, even government, is assigned a dedicated sales consultant - this consultant will help members use and understand all our resources available and how to use them, if there are others within the organization that may need training, we will support that too. Our tools are designed to be very user friendly and have training material built right in to help guide our customers as required.
4	Describe in details 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.	Sysco ensures effective communication through a combination of standard operating procedures, dedicated points of contact, and the right tools to help provide the information our customer may need. Dedicated Sales Consultant – all customers have a primary contact who understands your members business and can escalate internally as needed. Holiday coverage will be provided to ensure communication stays consistent. Fast Response Times - We commit to providing prompt responses. <ul style="list-style-type: none"> • Emails received during the workday will have a prompt response to the receipt. If further follow-up is required, this will be communicated with an expected timeframe. • Phone calls and text messages are answered daily. • Any urgent or emergencies are escalated and take priority • Sysco also has a centralized customer service desk that is available to provide timely communication on deliveries, credits and orders.

Member access to goods and services

Line Item	Question	Response
1	List the necessary steps for a Canoe member to set up an account and access your goods for the first time should you be awarded a contract.	Canoe member to reach out to Sysco (contact to be provided). Sysco will assign a dedicated Sales Consultant to that member based on their location. Sales Consultant will work with member to create a Sysco account. Canoe members will have access to our online order platform SHOP, which shares all products available at the Sysco site providing the service. Canoe members will work with the dedicated sales consultant to build an order guide that meets their food service needs. Once the Sysco account is created the member can start ordering. The Sysco sales consultant will also set up a delivery schedule for the member.
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	All members needs a Sysco account to access our information, once an account is created they will have access to our online ordering platform that list all products and pricing. The dedicated sales consultant will be a support to identify the right products for the needs of the members as we have over 10,000 items at each Sysco site.
3	Are your products available through an e-marketplace platform? Include a link to your e-marketplace.	Yes we have an online product platform, you must have a Sysco account to access Sysco SHOP so a link cannot be provided.
4	In a case where one your company has an existing contract with a Canoe Member who desires to be onboarded onto the Canoe offering, how would you address this situation?	We would work with that member directly and inform them of their choices. There are many different circumstances where the member may or may not be able to be onboarded with the Canoe program so they need to be handled appropriately for each unique circumstance.

Distribution, Delivery and Logistics

Line Item	Question	Response *
1	Explain your delivery model.	Sysco employs Independent Delivery Contractors to help us deliver to our vast geography. For most areas the customer will place their order the day before they require delivery - we will work with the members to determine a dedicated delivery day and frequency based on their needs. Some areas may have a specific cut of time or advance ordering.
2	Provide your delivery costs.	Fuel Surcharge is the only delivery cost applied to each invoice it is determined by location and reviewed monthly.
3	Explain how your delivery costs are calculated, as well as any related weight, drop sizes, distance, geographical considerations and restrictions for remote or otherwise hard to access locations included in your offering.	Minimum Order Size is \$500, anything under may have a \$50 delivery fee applied, to help manage delivery expense. Extra delivery fees may be applied to members who are more than 300km from a Sysco site, northern or remote areas estimated at \$0.25/lbs.
4	Explain your procedures for cold chain integrity documentation.	Sysco loads our trailers in a temperature-controlled environment and uses multi-temp reefer trailers to maintain cold chain throughout the delivery process, these trailers are monitored to know if any changes have occurred.
5	Describe your emergency delivery protocols.	Sysco does have emergency options available depending on the situation and these options will be reviewed and discussed by their sales consultant.
6	How do you track delivery accuracy.	We have a driver system that tracks the time they arrive at a customer location and the time they leave - this helps us track on time delivery accuracy. Our drivers also scan all product being delivered to a customer so we can track order accuracy or any potential shorts at time of delivery.
7	How do you address delivery issues such as delays and inaccuracies.	Sysco delivery app helps customer know of any delivery delays, as well as notification from their sales consultant. Driver scans all product being delivered to a customer, the customer should help to review the order if any issues they communicate this with the driver. Driver will either mark the issue on the invoice and issue a credit, or they will bring the product back and inform customer to talk to their sales consultant to get the correct item delivered.

Technology and integration

Line Item	Question	Response *
1	Describe your capability for automated PO/invoice exchange via EDI/API with Member ERP systems (e.g., SAP, Oracle, LBMX).	We are able to integrate with many systems, over 100+ currently established. LBMX is on our current creation file.
2	List and describe the specific Foodservice Management Systems with which you currently have live, working integrations within Canadian facilities. Describe the method of integration (API/EDI).	Too many to list but can provide a full list if needed. When there is need to create an integration, we get our Business Technology team involved and they create a roadmap to outline the creation to activation file.
3	Detail your process for providing a live, real-time pricing feed from your catalogue directly into the client's FMS/Recipe Costing module, ensuring the negotiated six-tier discounts are immediately and accurately reflected.	Sysco SHOP provides live pricing data to all members.
4	Confirm and describe your capability to send a fully reconciled, electronic invoice file (e.g., EDI 810 format) back to the Member's central ERP that automatically matches the original Purchase Order and verifies all pricing against the contract.	Invoices are generated and provided at time of delivery. Sysco customers can then access all invoices on our Sysco Pay dashboard and can download as PDF or CVS file, all invoices are also emailed to the contact on file the same day as delivery. Sysco is public traded company and must have strict process for all pricing management and accuracies. Customer are provided with an order confirmation after they place an order which includes pricing so they can match to their invoice- if there is a discrepancy they will discuss with Sysco. Items sold by weight are estimated on order confirmation, but actual weights are entered and track on the delivery invoice.
5	Describe your process for maintaining the integrity of product codes between your catalogue and the client's FMS inventory master file, including how substitution management is handled to ensure safety and compliance.	All products are managed by a Sysco identification number (SUPC) these are assigned to specific items and cannot be duplicated. Everything is traceable by this number. If we need to substitute is with customer permission - we contact the customer to provide them with options and they chose the one they want.

Categories of products and pricing

The pricing for this agreement is cost-plus model

Cost: The actual, verifiable, Net Delivered Unit Acquisition Cost (NDUAC) paid by the Proponent to their supplier or manufacturer for the goods, **before** the application of any internal overhead or profit. This must exclude fees for delivery, invoicing, or other services covered by the fee structure (Tier 10).

Plus: A single percentage markup or a fixed fee per unit/case applied to the Cost, covering the distributor's internal overhead (e.g., warehousing, insurance, administration) and profit.

Category Name	Description	Cost - Plus Pricing	Markup % Fee *	What factors impact pricing volatility? *
Fresh Produce	Fresh fruits, vegetables, salads, herbs, and minimally processed fresh-cut items.	Fixed Percentage Markup (%)		this is a fresh market commodity, pricing changes weekly. Pricing is based on time of sale.
Dairy and Eggs	Fluid milk (all types), cream, butter, cheese (bulk/commodity), yogurt, and shell eggs.	Fixed Percentage Markup (%)		pricing is managed by the Canadian dairy board they can announce price increases at their discretion. Feb 1 2025 is the next upcoming increase of approximately 2.32%. Pricing is based on time of sale.
Frozen Veg & Processed Fruit	IQF (Individually Quick Frozen) fruits and vegetables, bulk frozen fruit purees, canned or dried fruits (excluding nuts/seeds).	Fixed Percentage Markup (%)		pricing can change due to many factors based on manufacture and economic factors. Pricing is based on time of sale.
Commodity Proteins	Fresh and Frozen Beef, Pork, and Poultry (bulk, raw cuts, ground), bulk processed frozen seafood (e.g., cod, tilapia, shrimp).	Fixed Percentage Markup (%)		this is a fresh market commodity, pricing changes weekly. Pricing is based on time of sale.
Specialty and Value-Added Proteins	Pre-cooked meats, pre-portioned steaks/burgers, gourmet seafood (e.g., fresh salmon, scallops), sausages, and premium plant-based substitutes.	Fixed Percentage Markup (%)		weekly pricing, pricing can change due to many factors based on manufacture and economic factors. Pricing is based on time of sale.
Core Dry Staples and Baking	Flour, sugar, cooking oils, salt, spices (bulk), rice, dried beans/pulses, bulk baking mixes, shelf-stable ingredients.	Fixed Percentage Markup (%)		weekly pricing, pricing can change due to many factors-based on manufacture and economic. Pricing is based on time of sale.
Dry Groceries and Beverages	Canned goods (soups, sauces), condiments, pasta, coffee/tea, dried snacks, shelf-stable juices/beverages.	Fixed Percentage Markup (%)		weekly pricing, pricing can change due to many factors-based on manufacture and economic. Pricing is based on time of sale.
Non-Food/Consumables	Cleaning chemicals, janitorial supplies (mop heads, gloves), small wares (utensils, pots), guest amenities (soap, toilet paper).	Fixed Percentage Markup (%)		weekly pricing, pricing can change due to many factors-based on manufacture and economic. Pricing is based on time of sale.
Disposable Food Service Packaging	Compostable and non-compostable containers, plastic wrap, foil, paper plates, disposable cutlery, napkins, and customized printed packaging.	Fixed Percentage Markup (%)		weekly pricing, pricing can change due to many factors-based on manufacture and economic. Pricing is based on time of sale.

Optional - Additional Categories of products and pricing

This section is optional and proponents can add additional categories as they choose.

The pricing for this agreement is cost-plus model

Cost: The actual, verifiable, Net Delivered Unit Acquisition Cost (NDUAC) paid by the Proponent to their supplier or manufacturer for the goods, **before** the application of any internal overhead or profit. This must exclude fees for delivery, invoicing, or other services covered by the fee structure (Tier 10).

Plus: A **single percentage markup** or a **fixed fee per unit/case** applied to the Cost, covering the distributor's internal overhead (e.g., warehousing, insurance, administration) and profit.

We will not be submitting for Optional - Additional Categories of products and pricing

Category Name	Description	Cost - Plus Pricing	Proponent's proposed % Fee *
Seafood	we classify frozen and fresh seafood under its own category.	Fixed Percentage Markup (%)	
Poultry	we classify frozen and fresh poultry/ turkey/ duck under its own category.	Fixed Percentage Markup (%)	
Beverage/ Dispenser Beverage	Pop, Juice, Coffee, etc	Fixed Percentage Markup (%)	
Healthcare	healthcare related items for first aid,	Fixed Percentage Markup (%)	

Addenda, Terms and Conditions

PART D -TERMS AND CONDITIONS OF THE SOLICITATION PROCESS

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

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

1.1.1 Ability to Provide Deliverables

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

1.1.1.2 Non-Binding Pricing

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

1.1.2 Proposals in English

All proposals are to be in English only.

1.1.3 No Incorporation by Reference

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

1.1.4 Past Performance

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

1.1.5 Information in SOLICITATION Only an Estimate

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

1.1.6 Proponents to Bear Their Own Costs

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

1.1.7 Proposal to be Retained by Canoe

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

1.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

1.1.9 Trade Agreements

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

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

1.2 Communication after Issuance of Solicitation

1.2.1 Proponents to Review Solicitation

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

1.2.2 All New Information to Proponents by Way of Addenda

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

1.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

1.2.4 Verify, Clarify, and Supplement

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

1.2.5 Restricted Communications

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

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

1.2.6 Authorized Communications, Amendments, Waivers

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

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

1.3 Notification and Debriefing

1.3.1 Notification to Other Proponents

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

1.3.2 Debriefing

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

1.3.3 Procurement Protest Procedure

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

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

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

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

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

EMAIL: proposals@canoeprocurement.ca

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

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

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

1.4 Conflict of Interest and Prohibited Conduct

1.4.1 Conflict of Interest

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

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

1.4.2 Disqualification for Conflict of Interest

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

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

1.4.3 Disqualification for Prohibited Conduct

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

1.4.4 Prohibited Proponent Communications

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

1.4.5 Proponent Not to Communicate with Media

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

1.4.6 No Publicity or Promotion

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

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

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

1.4.7 No Lobbying

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

1.4.8 Illegal or Unethical Conduct

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

1.4.9 Supplier Suspension

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

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

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

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

1.5 Confidential Information

1.5.1 Confidential Information of Canoe

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

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

1.5.2 Confidential Information of Proponent

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

1.6 Procurement Process Non-Binding

1.6.1 No Contract A and No Claims

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

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

1.6.2 No Contract until Execution of Written Agreement

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

1.6.3 Non-Binding Price Estimates

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

1.6.4 Cancellation

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

1.6.5 Competition Act

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

1.7 Rights of Canoe Procurement Group of Canada – General

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

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

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

1.7.1 No Prohibited Conduct

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

1.7.2 Disclosure of Information

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

1.8 Governing Law and Interpretation

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

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

End of PART D

I have the authority to bind the Proponent.

- Carina Cutts, Director Of Local Contract Sales and Bid, Prairies, Sysco 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
There have not been any addenda issued for this bid.		

Schedule "B1"

PRICING

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

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

Schedule "D"

SAMPLE SALES REPORT



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

CANOE SUPPLIER ADMIN FEE TEMPLATE
 Monthly Submission of Data Required

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