

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: HD Supply Canada INC.

Supplier Corporate Jurisdiction: 70 Carson St, Unit B Toronto Ontario M8W 4Z6
(the "**Supplier**"), as of

Date of Agreement: August 24, 2026 regarding

RFP No. CAN-2026-004

RFP Title Supply of Residential Appliances and Related Services
(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 ATIA and POA.

"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"ATIA" means the *Access to Information Act*, SA 2024, c A-1.4, as amended or superseded.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 **August 31, 2030** unless terminated in accordance with its provisions. That initial term may be extended by a further period of **one (1)** year 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 RFP)
- (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.

- (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 B1 for the entire term of this Agreement including the extension period if exercised.

3.2 Administrative Fees

3.3 Use of LBMX

The Supplier is required to use LBMX for all reporting and invoicing submissions as applicable to Canoe. Any associated onboarding, licensing and/or subscription fees for the use of LBMX is the sole responsibility of the Supplier.

3.4 Billings and Payment

- (a) The Member has the option of choosing either CANOE Invoicing or Supplier Invoicing which are outlined below. Unless directed by the Member, the default billing and payment method is CANOE Invoicing.
- (b) CANOE Invoicing
 - (i) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through CANOE.
 - (ii) All invoices must include:
 - (A) a 'Bill To' section to the CANOE address;
 - (B) a 'Ship To' section that includes the Member name, address, and Canoe Member number;
 - (C) Canoe contract number; and
 - (D) for each type of Goods/Services purchased by the Member:
 - (I) detailed description of what was purchased;
 - (II) quantities, unit price, and extended price (these prices shall include any Administrative Fee based on Section B); and
 - (III) GST, PST, and/or HST number (stated separately).
 - (iii) Invoices should not include:
 - (A) any statement of an Administrative Fee, commission or discount rate; or
 - (B) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
 - (iv) CANOE will pay the invoice provided by the Supplier within 30 days of receiving the invoice less the Administrative Fee defined in Schedule B.
- (c) Member Invoicing
 - (i) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through the Supplier.

- (ii) All invoices must include:
 - (A) a 'Bill To' section to the Member address;
 - (B) a 'Ship To' section that includes the Member name, address, and Canoe Member number;
 - (C) Canoe contract number; and
 - (D) for each type of Goods/Services purchased by the Member:
 - (E) detailed description of what was purchased;
 - (F) quantities, unit price, and extended price (these prices shall include any Administrative Fee based on Section B); and
 - (G) GST, PST, and/or HST number (stated separately).
- (iii) Invoices should not include:
 - (A) any statement of an Administrative Fee, commission or discount rate; or
 - (B) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (iv) Canoe will issue monthly invoices to the Supplier using LBMX for the Administration Fee defined in Schedule B.
- (v) The Administrative Fee will be paid monthly within 15 day of receiving the invoice from Canoe/LBMX via electronic funds transfer ("EFT") at accounting@canoeprocurement.ca.
- (d) To the extent Canoe or any Member requests reasonable supporting documentation regarding invoiced amounts, the Supplier shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Supplier's receipt of that request and the delivery of the relevant supporting documentation to Canoe.
- (e) The Supplier 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 sales reports to Canoe using the sales report template provided in Schedule D. The report includes Member purchases under the Program and is due no later than the fifteenth (15th) of each month. If there are no sales to report, the report will indicate \$0.
- (b) The Supplier must use the sales report template provided in Schedule D.
- (c) All reports are to be sent to the Vendor specific LBMX email address in PDF format.

- (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 Canoe'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 Canoe'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 Canoe;
 - (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:

HD SUPPLY CANADA INC.
70 Carson St, Unit B
Toronto, Ontario M8W 4Z6

Attention: Gordon Robinson, Senior Manager
Tel: 416.570.9249
Email: gordon.robinson@hdsupply.com

11.3 Insurance Obligations

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

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

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

The Supplier will maintain Workers Compensation Board coverage throughout the Territory.

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 (Sep 8, 2026 08:35:23 MDT)
Name: Tyler Hannemann
Title: General Manager


By: _____
Name: Stéphanie Dion
Title: Manager of Procurement

Supplier Legal Name: HD Supply Canada Inc.


By: Craig Dunford (Sep 8, 2026 10:49:29 EDT)
Name: Craig Dunford
Title: General Manager

SCHEDULE "A"

RFP PARTICULARS

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

SOLUTIONS-BASED SOLICITATION

This solicitation and contract award process is a solutions-based solicitation; meaning that Canoe is seeking 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 residential appliances and related services. Proponents may include related services to the extent that these solutions are complementary to the commodity being proposed.

1. Requested Goods/Services

Canoe expects Proponents to offer a wide array of commodities at lower prices and with better value than what they ordinarily offer to a single governmental or non-profit entity.

This procurement seeks to establish supply agreements for residential appliances solutions that support a broad range of Canadian public sector organizations. The appliance categories are designed to meet the operational needs of various types of housing authorities, non-profit housing providers, Indigenous housing organizations, seniors housing operators, supportive and transitional housing providers, provincial and territorial housing agencies, universities, colleges, schoolboards and other similar educational organisation providers.

Members may require:

- services such as delivery, inventory management, installation, removal, recycling, and extended warranty;
- different order needs ranging from planned bulk orders to one-to-one to high intensity on demand as and when needed requirements;
- delivery, installation, performance of warranty work where tenant or residents are present; as
- disconnection, removal, and disposal of old appliances and of packaging material from new appliances.

Proponents must demonstrate how their solutions support durability, accessibility, operational reliability, and lifecycle value in these environments.

Proponents may submit a proposal response for any category, any combination of categories, or all categories listed in this RFP. The Proponent must clearly indicate in their proposal response which categories they are including in their program offering.

2. Utilisation of the contract – Canoe members

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

Category	Category Description	Sample Items Include
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Category 1: Core Kitchen Suite (Standard Residential)	These appliances support high-use residential environments where durability, ease of maintenance, and cost control are critical. Solutions must perform reliably under frequent tenant turnover and varied usage conditions.	• 30-inch freestanding electric coil ranges • 28-inch and 30-inch top-mount refrigerators, reversible doors • 24-inch built-in under-counter dishwashers, plastic or stainless tub
Category 2: Compact and Space-Saving Kitchens	Appliances designed for micro-suites, supportive housing, seniors housing, and retrofit units with limited space.	• 24-inch freestanding electric ranges • 18-inch built-in space-saver dishwashers • 24-inch to 26-inch apartment-sized refrigerators • 30-inch over-the-range microwave and hood fan combinations
Category 3: In-Suite Residential Laundry	High-durability laundry equipment for frequent residential use. Includes residential and light commercial rated equipment suitable for multi-unit housing.	• Heavy-duty top-load washing machines • Matching front-load electric dryers • 27-inch unitized stacked laundry centers
Category 4: Accessible (Universal Design) Appliances	These appliances support accessible and inclusive housing environments. Solutions must enable independent use and align with universal design principles consistent with CSA B652 guidance, including control accessibility, reach ranges, and safe operation.	• Front-control electric ranges • Side-by-side or bottom-mount drawer refrigerators • Front-load washers and dryers with optional pedestals
Category 5: Related Accessories	These components support the safe installation and reliable operation of appliances across public sector environments. Solutions include all required accessories to enable full deployment at time of installation.	• Drain pans, pipes, dryer vents, leveling and stacking kits, etc

3. 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 services, how can I set up my own review, does it matter where I'm located, how easy is it to access the services, how does this support the local economy and is this trade agreement compliant, can my entity benefit by using this contract, is there someone that can answer my questions, do you care about me as a customer, what is the level of service I can expect, how will this impact my entity's operations and bottom line effectively?

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

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 onboarding package.

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

Pricing is in Canadian dollars. 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 -Public sector and not for profit experience -Group purchasing	20	14
Program offering -Depth and breadth of offering -Warranty details	20	14
Delivery, Logistics and Warehousing -Logistics and fulfillment model -Warehouse and inventory management -Payment mechanisms -Members' ease of access to program offering	20	14
Engagement sales, marketing and training plan -Implementation methodology -Contract adoption and management -Reporting Compliance -Sales and distribution network	10	7
Price Rated Criteria Category		
Pricing -Discounts offered -Pricing structure	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 or other charges required by law.

G. AWARD

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

[End of Part B]

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

HD Supply Canada Inc. — Proposal Responses

Supply of Residential Appliances and Related Services (CAN-2026-004)

Corporate Profile

#	Question	Response
1	Proponent Legal Name (and applicable d/b/a if any):	HD Supply Canada, Inc.
2	Proponent Address:	70 Carson St, Unit B Toronto Ontario M8W 4Z6
3	Proponent Website Address:	www.hdsupplysolutions.ca
4	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this proposal.	The proposed solutions will be provided and managed by HD Supply Canada, which will serve as the primary contracting and program management entity. Our vendor partners and their authorized delivery providers will play an integral role in the transportation and delivery of appliances and related products to customer locations.
5	Proponent's Authorized Representative (name, title, email address) (The representative must have authority to sign on behalf of the Proponent):	Craig Dunford, General Manager - Canada, Craig.Dunford@hdsupply.com
6	Proponent's primary contact for this proposal (name, title, email address, & phone):	Gordon Robinson, Senior Manager, Sales Operations Canada gordon.robinson@hdsupply.com 416-570-9249
7	Proponent's other contacts for this proposal if any (name, title, email address, & phone):	Sarah Surgeson, Proposal Specialist, sarah.surgeson@hdsupply.com
8	Proponent GST registration number:	748625530 RT0001
9	If the Proponent is representing a consortium each member of that consortium.	N/A
10	Where is your headquarters located?	Our corporate headquarters is located in Toronto, Ontario. We also have warehouses located in Calgary, Alberta and Etobicoke, Ontario.
11	Do you have 250 or more full time employees in Canada?	HD Supply has approximately 200 employees in Canada; we are backed by our Parent Company Home Depot Canada which employs more than 30,000 associates in Canada.
12	Do you have 250 or more full time employees in Ontario?	HD Supply has approximately 150 employees in Ontario; we are backed by our Parent Company Home Depot Canada which employs approximately 14,000 associates in Ontario.
13	Provide all "Suspension or Debarment" from public entities in	HD Supply is not subject to any Suspensions or Debarment in Canada.

	Canada your organisation is currently subject to.	
14	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.	HD Supply Canada is subject to Canada's Fighting Against Forced Labour and Child Labour in Supply Chains Act (Bill S-211) through its parent company. Additional information regarding HD Supply Canada's compliance efforts, including modern slavery and forced labour reporting, is available through HD Supply Canada's compliance resources and The Home Depot's publicly available annual reporting disclosures. Complete documents can be found online on the Public Safety Website for Canada.

Appendix A: Proposal Questionnaire (Q-15OU)

Experience - Public Sector

#	Question	Response
15	Provide a high level description of the goods you are offering in your proposal.	Our company is offering a comprehensive solution to support the supply, replacement, upgrade, and maintenance of major household appliances and related accessories by delivering high-quality products that meet or exceed industry standards. Our products include a broad selection of energy-efficient and environmentally responsible appliances that support sustainability objectives and responsible resource management. Additionally, this offering is backed by our dedicated Appliance Program featuring experienced appliance specialists and a Program Lead.
16	What is your Canadian public sector market share for the solutions you are proposing?	While the proposed solution is being delivered through HD Supply Canada, it is important to note that within the Canadian appliance retail market, our parent company, Home Depot Canada Inc., captures approximately 15% to 18% market share. Home Depot

		is recognized as one of Canada's leading national retailers for major appliance categories, including cooking appliances, laundry equipment, and refrigeration products.
17	Describe your experience with supplying appliances to public and senior housing not for profit entities in Canada.	Our organization has extensive experience supporting public, senior, and non-profit housing entities across Canada with the supply, replacement, and lifecycle management of major household appliances. We understand the unique requirements of these organizations, including cost-effective procurement, energy efficiency and dependable supply to support ongoing operations.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (i.e. CSA, Underwriter Laboratories (UL), or ENERGY STAR) in pursuit of the business contemplated by this RFP.	Our company adheres to all applicable regulatory requirements that supports responsible supply chain practices, including alignment with the principles of Canada's supply chain transparency legislation. We ensure that all applicable products we supply comply with recognized industry standards and certifications, including CSA (Canadian Standards Association), UL (Underwriters Laboratories), and other relevant regulatory requirements. Our products are sourced from trusted, industry-leading manufacturers, many of whom maintain internationally recognized quality management certifications such as ISO 9001. Through comprehensive quality assurance processes, every product is evaluated to meet strict safety, performance, and reliability standards to ensure HD Supply delivers reliable, compliant, and high-quality solutions that help Canoe Members maintain safe, functional, and efficient facilities
19	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	Our Company proudly serves a wide range of Public Sector customers across North America, showcasing our ability to deliver tailored solutions, exceptional service, and reliable products to meet diverse needs. Our teams provide products and services that meet the stringent quality standards required by the hospitality industry, ensuring guest satisfaction and operational efficiency.
Geographical Coverage for Offering (If you select "Yes" for any province, list all applicable geographical restrictions within that province or N/A.)		
20	Alberta	Yes - this province is included in our offering Inquire for complete details
21	British Columbia	Yes - this province is included in our offering Inquire for complete details
22	New-Brunswick	Yes - this province is included in our offering Inquire for complete details
23	Manitoba	Yes - this province is included in our offering

		Inquire for complete details
24	Newfoundland and Labrador	Yes - this province is included in our offering Inquire for complete details
25	Northwest Territories	Yes - this province is included in our offering Inquire for complete details
26	Nova Scotia	Yes - this province is included in our offering Inquire for complete details
27	Nunavut	Yes - this province is included in our offering Inquire for complete details
28	Ontario	Yes - this province is included in our offering Inquire for complete details
29	Prince Edward Island	Yes - this province is included in our offering Inquire for complete details
30	Quebec	Yes - this province is included in our offering Inquire for complete details
31	Saskatchewan	Yes - this province is included in our offering Inquire for complete details
32	Yukon	Yes - this province is included in our offering Inquire for complete details

Program Offering

#	Question	Response
33	Provide a description of your residential appliances offering. Provide information on the quality standards, certifications and energy star ratings of the goods. You can attach a more detailed list under Section 3(Supporting Documentation).	Additional Documents available Quality, safety, and sustainability are central to our Appliance Program. We partner with leading manufacturers whose products meet recognized industry standards and certifications, including CSA, UL, and other applicable regulatory requirements. Many of the appliances offered through our program are ENERGY STAR® certified, helping customers reduce energy consumption, lower operating costs, and support environmental sustainability objectives. Further information from each Manufacturer can be found in the attached documents.
34	List the manufacturers included in your program offering.	Additional Documents available We are proud to offer a comprehensive selection of trusted appliance manufacturers, allowing us to meet the diverse operational, budgetary, and performance

		requirements of public sector organizations. Each brand offered is recognized for quality, reliability, and strong customer support and offers a wide range of models across key product categories Please see further information about each manufacturer's offerings in the attached documents.
35	Describe how you will handle special ordered and non stock items. Explain the pricing structure and shipping details.	Our specialized teams will work directly with customers to ensure their appliance needs are met. This proactive approach ensures clear expectations, timely updates, and a seamless customer experience from order placement through final delivery.
36	What is the typical warranty period offered through the manufacturers.	Warranty coverage, duration, and conditions vary by manufacturer and product category; detailed warranty information has been included in the available documentation for reference.
37	Do you offer the option to extend the manufacturer warranty? If yes, include details on limitations and pricing structure for extended warranty.	Extended Warranty Program launching November 2026
38	Describe your ability to serve members who require one-to-one and/or high intensity on demand orders on an as-needed basis, sometimes between 1-40 unique orders per day. Specify regions where this service is available.	Additional Documents Available HD Supply Canada is equipped to support high-intensity, on-demand ordering requirements, including large-scale suite turnover programs, emergency replacement needs, portfolio-wide capital projects, and other periods of elevated demand. Timelines for final delivery will vary by manufacturer and region, please see further information attached
39	List anything else you would like to include as part of your offering.	Our full-service Appliance program is fully customizable to meet the needs of all Canoe members. These value-added solutions help meet customer needs and provide customers with peace of mind and long-term support. Please Inquire for complete details.
Turnkey Service Delivery Model		
40	List the geographical areas, cities, regions where turnkey service are available for members. You may attach a map with your proposal response.	HD Supply's turnkey services are generally available in major metropolitan areas and surrounding regions. A Canada wide service coverage map can be provided to illustrate delivery and service capabilities across the country.
41	Describe the structure of the turnkey services and list any contracted services.	Available, please inquire.
42	Describe how delivery, installation, removal, or service requirements are managed in occupied, restricted, or controlled environments. Include procedures and protocols when	HD Supply and our delivery agent partners have strict policies for entering occupied units (residential or commercial) that prioritize security, liability, and tenant privacy.

	tenants are onsite.	
43	Describe your containment protocols to mitigate cross-contamination risk for the removal and transportation of appliances from pest-affected or contaminated residential units.	Our technicians follow strict containment protocols when removing appliances from pest-affected or contaminated residential units to prevent the spread of pests, debris, or contaminants. Appliances are inspected, wrapped, and sealed as necessary before removal, and staff wear appropriate personal protective equipment, including gloves and protective coveralls. Removal routes are managed to minimize exposure to common areas and other occupants. During transportation, appliances are segregated and secured in designated areas of the vehicle to prevent cross-contamination. All equipment, tools, and vehicle surfaces are cleaned and disinfected after each removal, and any contaminated waste is contained and disposed of in accordance with applicable health, safety, and environmental regulations. Staff are trained in contamination control and safe handling procedures to ensure consistent compliance.
Depth and Breadth of Categories of Residential Appliances Offered		
44	Is Category 1: Core Kitchen Suite (Standard Residential) included in your offering? Sample items: • 30-inch freestanding electric coil ranges • 28-inch and 30-inch top-mount refrigerators, reversible doors • 24-inch built-in under-counter dishwashers, plastic or stainless tub If yes, what is your discount range off MSRP?	Yes - this category is included in our offering 5%-62% off MSRP
45	Is Category 2: Compact & Space-Saving Kitchens included in your offering? Sample items: • 24-inch freestanding electric ranges • 18-inch built-in space-saver dishwashers • 24-inch to 26-inch apartment-sized refrigerators • 30-inch over-the-range microwave and hood fan combinations If yes, what is your discount range off MSRP?	Yes - this category is included in our offering 5%-56% off MSRP
46	Is Category 3: In-Suite Residential Laundry included in your offering? Sample items: • Heavy-duty top-load washing machines • Matching front-load electric dryers • 27-inch unitized stacked laundry centers If yes, what is your discount range off MSRP?	Yes - this category is included in our offering 29% to 49% off MSRP
47	Is Category 4: Accessible (Universal Design) Appliances included in your	Yes - this category is included in our offering 5% to 50% off MSRP

	offering? Sample items: • Front-control electric ranges • Side-by-side or bottom-mount drawer refrigerators • Front-load washers and dryers with optional pedestals If yes, what is your discount range off MSRP?	
48	Is Category 5: Related Accessories included in your offering? Sample Items: Drain pans, pipes, dryer vents, leveling and stacking kits, etc If yes, what is your discount range off MSRP?	Yes - this category is included in our offering 19% to 61% off MSRP
49	Is Category 6: Turnkey Solutions (Delivery, Installation and Removal) included in your offering? If yes, what is your pricing structure?	Yes - this category is included in our offering Yes these services are offered. HD Supply will work closely with its manufacturers and service partners to ensure competitive pricing for each project, transparent cost visibility, and efficient coordination of all turnkey services.

Delivery, Logistics and Warehousing

#	Question	Response
50	Provide in details your logistics and fulfillment model and its capacity to meet various Member's requirements (i.e. bulk orders, one-to-one as needed basis and high intensity on demand). Include details on your ability to customize your standard model to meet the various needs of Canoe Members.	Our logistics and fulfillment model is designed to efficiently support a wide range of Member requirements, from individual appliance purchases to large-scale, multi-site project deployments and high-volume demand programs.
51	Do you offer warehouse and inventory management services based on member requirements. If yes, include where this service is available.	No We do not currently offer warehouse or inventory management services on behalf of Members.
52	Describe your ability to support large-scale and high-volume orders.	Our dedicated team has extensive experience supporting large-scale and high-volume Appliance Programs.
53	Describe how urgent, emergency orders are handled.	HD Supply recognizes that urgent and emergency situations may arise and is committed to working with Canoe Members to respond as quickly and effectively as possible. Emergency and expedited order requests are reviewed on a case-by-case basis, with response and fulfillment requirements determined by the specific circumstances of the request, product availability, delivery location, and the applicable participating Addendum.
54	Describe how stock, non-stock, and	We can accommodate special orders and non-standard

	special-order items are managed and if any are on hands at all times.	appliance sizes to meet unique project requirements.
55	Explain your lead times for a typical order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	Depending on the needs of each contract.
56	Explain in detail your freight, shipping, and delivery program, including any applicable costs to Canoe members.	Our delivery model leverages a network of leading appliance manufacturers, authorized distributors, carriers, and service providers to support locations nationwide.
Members access to goods and services		
57	List the necessary steps for a Canoe member to set up an account and access your goods and services for the first time should you be awarded a contract.	To establish an account and begin accessing HD Supply's goods and services, Members will follow a simple and streamlined onboarding process. First, the member will complete a customer application, providing basic organizational information, contact details, and any required documentation needed to create a customer profile.
58	List the different payment mechanisms you accept (i.e. Purchase Order (PO), credit card, etc.)	HD Supply offers multiple payment options to provide flexibility and accommodate the procurement requirements of our customers. HD Supply works closely with each customer to establish a payment solution that aligns with their operational and financial processes.
59	Explain how you calculate delivery costs and how those costs change based on location for remote or hard-to-access areas.	Depending on the product, manufacturer, and order requirements, freight charges may be included in the overall quoted price or identified as a separate line item. Any applicable freight costs will be identified and communicated at the time of negotiation to ensure full transparency. We will work to secure the most competitive delivery option available while providing reliable service to Canoe Members across Canada.
60	List all methods available for integration with Member's ERP systems, Vendor Management Systems, and Application Programming Interfaces (APIs). Include examples of systems with current public and non-profit clients.	HD Supply supports multiple integration methods to streamline procurement and reporting processes for Canoe Members. We also support integration with public sector, cooperative purchasing, and non-profit procurement platforms, including LBMX, and can work collaboratively with Canoe Members to evaluate additional system requirements. Our teams work to ensure a seamless purchasing experience while supporting efficient data exchange, reporting, and contract management.
61	In a case where your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation?	When an existing public sector customer wishes to transition to the Canoe contract offering, HD Supply will follow a consultative approach designed to address the customer's specific operational, procurement, and compliance requirements. Starting with a detailed

		assessment to understand which aspects of the Canoe contract are most valuable to the customer, we will work to identify any customized pricing, workflows, reporting, or product offerings that are needed. We will also evaluate the customer's existing procurement and management systems to ensure seamless integration of the Canoe offering into their current processes.
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Engagement Sales, Marketing and Training

#	Question	Response
62	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	If HD Supply is awarded this solicitation, we will implement a targeted engagement and marketing strategy to ensure alignment with the contract and each Member's program goals. Inquire for complete details
63	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.	Upon contract award, our Canoe Program Lead will serve as the primary point of contact and oversee all implementation activities. Through periodic business reviews and ongoing performance evaluations, our team will identify opportunities for improvement, maintain alignment with Member goals, and drive long-term program success.
64	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.	HD Supply will implement a comprehensive training and engagement program to ensure our sales force and distribution network understand the value of the Canoe contract.
65	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?	All Canoe-related transactions will be identified using the Member's Canoe Member number and tracked through our sales and CRM systems, providing real-time visibility into contract activity. Regular communication and training will be provided to our teams to ensure awareness of contract requirements, pricing, and purchasing procedures.
66	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?	To maximize the success of this partnership, HD Supply envisions Canoe playing an active role in promoting the contract and communicating its value to members. Through a collaborative approach, we can ensure members are fully informed of the program's benefits and equipped to take full advantage of the available products, services, and savings opportunities. Canoe's support in increasing program visibility and accessibility will be instrumental to driving participation.
67	Describe your commitment to	HD Supply is committed to actively supporting Canoe

	attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	through participation in member engagement events that strengthen relationships, increase program awareness, and demonstrate the value of our program. We recognize the importance of these events in connecting with Members across Canada; gaining insight into their evolving needs, and supporting the continued success of the Canoe program is our focus when attending these events. Through participation in conferences, reverse trade shows and other Canoe-sponsored events, HD Supply will engage directly with Members to showcase our offering.
68	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	HD Supply has established strategic partnerships with key industry leaders, manufacturers and major logistics providers across Canada. These long-standing relationships enhance our ability to execute projects efficiently, remain responsive to evolving industry trends, and deliver exceptional customer service to our clients.
69	Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with Canoe including validating that Canoe Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract.	HD Supply will implement a comprehensive self-audit process designed to verify pricing accuracy, monitor contract adherence, and ensure transparent sales reporting. We will maintain rigorous sales tracking and reporting procedures to ensure that all Canoe-related transactions are accurately identified and documented. Member orders will be tagged using unique contract identifiers, allowing for clear differentiation from non-contract sales and ensuring that all eligible products and services are properly categorized. Ongoing monitoring by our teams will ensure that any issues are identified and addressed promptly, minimizing disruption to the customer. Should any discrepancies be identified, corrective actions will be implemented without delay. All sales reporting will be conducted through secure data-sharing methods, such as dedicated reporting portals or electronic data transfers. To further ensure compliance, HD Supply will conduct regular internal reviews and audits to validate that Member activity falls within the scope of the agreement and to identify opportunities for process improvement. In the event of a significant compliance issue, HD Supply will immediately notify Canoe and work collaboratively to resolve the matter in a timely and effective manner.
70	Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	HD Supply will implement a structured and clearly defined reporting process to ensure the accurate capture and reporting of all eligible sales activity. All Canoe-related transactions will be tracked within our Customer Relationship Management (CRM) platform enabling precise data capture and analysis. Prior to submission, all reports will undergo a rigorous internal validation process to verify accuracy, completeness,

		and compliance with contract requirements. Finalized reports will be submitted within established reporting timelines and in accordance with reporting standards. To ensure the confidentiality and security of Member information, all sales reporting will be shared through secure data transmission methods, including encrypted electronic data transfers and secure reporting portals such as the LBMX portal.
71	Please include the name, title and email of the person who will be responsible to provide monthly reporting to Canoe.	Sarah Surgeson, Proposal and Operations Specialist, sarah.surgeson@hdsupply.com
72	Do you allow public entities to order from multiple contracts and GPOs?	We recognize that public sector organizations often leverage a variety of procurement programs to meet their operational requirements and access specialized products and services. We are committed to providing the flexibility needed to accommodate these procurement strategies. Eligible public entities may utilize the contract that best aligns with their purchasing objectives. Our team works closely with participating agencies to ensure compliance with applicable procurement regulations while streamlining the ordering process across multiple contracts and purchasing programs.
73	If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	HD Supply has implemented comprehensive systems and controls to accurately track, manage, and report purchases made under multiple contracts, including the Canoe contract. To ensure proper contract attribution, participating Members will provide their Canoe Member number at the time of purchase, allowing transactions to be correctly identified and reported under the Canoe contract. Contract-specific pricing and reporting rules are built into our systems to ensure the appropriate pricing structure is automatically applied to each transaction. Automated validation checks throughout the order lifecycle help maintain data accuracy, verify contract eligibility, and ensure transactions are properly attributed.
Sales and Distribution Network		
74	Describe 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.	Please Inquire for complete details and customized strategy
75	Describe your distribution and service network used to deliver and support your offering across Canada.	

76	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.	HD Supply's to Canoe Members throughout the purchasing process, including product selection, order management, delivery coordination, and post-sale support. Our teams focus on consistent communication, efficient issue resolution and a responsive and reliable customer service experience for Canoe Members across Canada.
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Environmental Social and Governance ESG

#	Question	Response
77	Describe your corporate ESG initiatives.	Through our parent company, The Home Depot, HD Supply is committed to environmental, social, and governance (ESG) leadership and reports its progress annually through an Integrated Report aligned with Global Reporting Initiative (GRI) standards. Key initiatives include reducing Scope 1 and Scope 2 greenhouse gas emissions, improving energy efficiency, and supporting circular economy programs that reduce waste and increase recycling. We also promote responsible sourcing through sustainability practices and ethical labor standards. In addition, we are committed to maintaining strong corporate governance through oversight of environmental sustainability, data privacy, and ethical business practices. A copy of the full ESG report can be found on the Home Depot website or by request.

Pricing

#	Question	Response
88	Describe the various pricing models you offer and under what specific circumstances would they apply.	Our pricing model provides consistency, fairness, and transparency for participating Members while ensuring access to competitive pricing across the full range of eligible products. This pricing model enables our company to offer a broad assortment of products, ensure pricing transparency, and provide Members with reliable value throughout the term of the contract.
89	Describe how Canoe members receive manufacturer or other rebates.	
90	Describe your recycling program and how this affects pricing to Canoe members.	HD Supply has previously offered recycling services to customers and continues to actively collaborate with supplier partners to expand future reclaim and recycling programs. In addition, we provide a range of products within our portfolio that support customer-directed recycling initiatives, helping to promote responsible waste management practices. Many of the appliances we offer are certified as sustainable and environmentally friendly. These products are designed

		to reduce energy consumption, lower utility costs, and minimize environmental impact— supporting both environmental sustainability goals and long-term value for our customers. Furthermore, one of our key vendor partners promotes responsible end-of-life appliance recycling and has achieved ISO 14001 Environmental Management System certification, demonstrating a strong commitment to environmentally responsible operations and continuous improvement.
91	What value-added services, including manufacturer sales and promotions, do you offer at no additional cost under the Canoe contract?	
92	The pricing offered is: Option 1 - The same as the Proponent typically offers to an individual public entity such as municipality, city, university, or schoolboard OR Option 2 - The same as the Proponent typically offers to Group Purchasing Organizations, or provincial entities OR Option 3 - Better than the Proponent typically offers to Group Purchasing Organizations, or provincial entities.	Yes - Option 3 The pricing offered under this offering is more competitive than the pricing HD Supply typically provides through Group Purchasing Organizations (GPOs) or provincial purchasing arrangements.

Proactive Disclosure of Artificial Intelligence (AI) in Drafting Response

#	Question	Response
94	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	Yes
95	If yes please specify which AI tools were used and describe their roles in the drafting process.	AI-assisted tools were utilized to support the development and refinement of this proposal. Use was limited to language enhancement, and the generation of draft text. All information contained within this proposal is based on information, requirements, and subject-matter expertise provided by our team members. Only AI approved by our company has been used to complete this Proposal.
96	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	All proposal content, service capabilities, pricing, commitments, and project methodologies were reviewed and approved by our proposal team. AI was used to identify information that has been previously provided in other proposals. Some examples of AI assisted information includes our Corporate Profile, Years in business, geographical coverage and other standard questions.
97	Do you agree and acknowledge that:	Yes

	All information, profiles, and references provided in your submission are accurate, truthful, and representative of your actual business capacity and experience?	
98	Do you agree and acknowledge that: You have not used artificial intelligence (AI) or any other automated tool to generate, exaggerate, or fabricate credentials, past performance, or organizational capabilities?	Yes
99	Do you agree and acknowledge that: Any material misrepresentation of your capacity, profile, or experience constitutes grounds for the immediate disqualification of your submission and the termination of any resulting contract.	Yes

PART D - Terms and Conditions of the Solicitation Process

#	Question	Response
By selecting Yes, you acknowledge and confirm that: You have read, understood, and agree to be bound by all the requirements, terms, and conditions set out in Part D; You do not have any conflict of interest, or any potential conflict of interest, regarding this procurement process; and You hold the legal authority to bind the Proponent to this submission and any resulting contract. Attachments (Documentation): PART_D_Terms_and_conditions_of_the_solicitation_process.pdf		
100	I acknowledge and confirm.	Yes

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: sample name

LBMX Supplier #: example AB101111

Canoe Contract Number: CAN-202x-xxx-xxx

Month: November 15 - December 31

Year: 2026

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
AB1234	AB County	AB		2024-11-18	2024-11-18	2024-11-18					-	-	-	-	-	-	-	-		-
AB5678	AB City	AB		2024-12-12	2024-12-12	2024-12-12					-	-	-	-	-	-	-	-		-
BC4321	BC Town	BC		2024-12-17	2024-12-17	2024-12-17					-	-	-	-	-	-	-	-		-
LAS2222	Ontario muni	ON		2024-12-12	2024-12-12	2024-12-12					-	-	-	-	-	-	-	-	#DIV/0!	-
TOTALS											-	-	-	-	-	-	-	-		-