

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: E. B. Horsman & Son Ltd.

Supplier Corporate Jurisdiction: 1023 Herring Gull Way Parksville, British Columbia V9P 1R2
(the "**Supplier**"), as of

Date of Agreement: June 29, 2026 regarding

RFP No. CAN-2026-005

RFP Title Electrical, Utilities and Line Maintenance Supplies
(the "**RFP**").

BACKGROUND

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

"ATIA" means the *Access to Information Act*, SA 2024, c A-1.4, as amended or superseded.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Personal Information" has the meaning ascribed to it in *Protection of Privacy Act* SA 2024, c P-28.5.

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

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

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

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

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

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

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

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

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

1.2 Term

This Agreement comes into effect on the Effective Date and shall continue in force for **until July 30, 2029**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of **two (2)** years by Canoe.

1.3 Rules of Interpretation

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

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

1.4 Schedules

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

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

1.5 Order of Priority

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

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

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

ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

- (a) The Parties agree that Canoe administers the Program as set out in this Agreement. Through the Program, Members have the option to purchase from the Supplier, and the Supplier agrees to supply to Members, the Goods/Services at Program Pricing.
- (b) Members using the program may wish to enter into a separate Purchase Agreement or Participating Addendum negotiated directly with the Supplier that contains additional terms and conditions. The terms of that Purchase Agreement cannot be less favorable to the Member than this Agreement.

- (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 Supplier Expenses

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

3.4 Billings and Payment

- (a) The 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 A2); 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 A2.
- (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 A2); 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) The Administrative Fee will be paid monthly on the fifteenth (15th) day of each month to Canoe via electronic funds transfer ("**EFT**") at accounting@canoeprocurement.ca.

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

3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15th) of each month. If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to accounting@canoeprocurement.ca in xls format.
- (c) All reports must include:

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

ARTICLE 4

TRADE-MARKS

4.1 Trade-mark License and Branding

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

- (a) it is the sole owner of all right, title, and interest in and to its Trade-marks;
- (b) any use of the other Party's Trade-marks enures solely to the benefit of that Party and neither Party acquires any rights in the other Party's Trade-marks as a result of such use;
- (c) it shall maintain and exercise control over the character and quality of the use of its Trade-marks as used in association with the Program; and
- (d) whenever it uses the other Party's Trade-marks in accordance with this Agreement, it shall (i) use such Trade-marks strictly in accordance with that other Party's standards of quality and specifications for appearance and style as may be supplied by that Party from time to time; (ii) use such Trade-marks only in the manner and form approved by that Party; (iii) clearly identify the use of the Trade-marks as a licenced use and identify the other Party as the owner of the Trade-marks, in any manner specified by the other Party from time to time; and (iv) not alter, modify, dilute or otherwise misuse the Trade-marks.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

5.1 Representations by Each Party

Each Party represents and warrants to the other that:

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

5.2 Representations by the Supplier

The Supplier represents and warrants that:

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

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

ARTICLE 6

CONFIDENTIAL INFORMATION

6.1 Use and Non-Disclosure of Confidential Information

The Receiving Party agrees not to:

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

6.2 Protection

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

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

6.3 Mandatory Disclosure

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

disclosure as possible, and such oral notice confirmed in writing promptly thereafter – and will provide reasonable assistance in resisting such disclosure.

6.4 Notice of Unauthorized Use or Disclosure

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

6.5 No Proprietary Right

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

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

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

6.7 Access to Information and Privacy Laws

The Supplier acknowledges that Canoe is subject to Access to Information laws and that any information provided to Canoe in connection with the Services or otherwise in connection with this Agreement, or held on 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:

E. B. HORSMAN & SON LTD.
1023 Herring Gull Way
Parksville, British Columbia V9P 1R2

Attention: Reg Galati, Director Strategic Supply Agreements
Tel: 604.619.0807
Email: rgalati@ebhorsman.com

11.3 Insurance Obligations

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

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

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

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

11.4 Public Announcements

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

11.5 Governing Law and Forum

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

11.6 Entire Agreement

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

11.7 Amendment and Waiver

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

single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

11.8 Severability

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

11.9 Assignment

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

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances

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

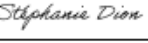
11.12 Counterparts

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

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

CANOE PROCUREMENT GROUP OF CANADA

By: 
Tyler Hannemann (Jul 3, 2026 09:20:01 MDT)
Name: Tyler Hannemann
Title: General Manager

By: 
Name: Stéphanie Dion
Title: Manager of Procurement

Supplier Legal Name: E. B. Horsman & Son Ltd.

By: 
Name: Reg Galati
Title: Director Strategic Supply Agreements

SCHEDULE "A"

RFP PARTICULARS

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions based solicitation. Canoe seeks Electrical, Utilities, and Line Maintenance Supplies that meet the general requirements of this RFP and that are commonly desired or required by industry standards. This solicitation does not include “service only” solutions. Proponents may include related services only to the extent that those services complement the proposed offering of equipment, tools, or supplies.

The objective of this RFP is to identify and engage qualified proponents capable of delivering comprehensive purchasing solutions, including catalog, purchase order and in-store options that support maintenance, repair, and operations activities for facilities maintenance, general public sector applications, as well as specialised electrical production distribution and transmission systems and associated field operations. These solutions serve public utilities, not for profit and MASH organizations, municipalities, crown corporations, provincial, federal entities, academic institutions, school boards, and healthcare organizations. Canoe members receive access to reliable, competitively priced, industry compliant supplies identified in this RFP through a limited number of coordinated agreements.

Proponents must ensure that proposed solutions comply with applicable Canadian federal, provincial, territorial, and local laws, regulations, safety standard and specific funding requirements.

B . REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

Canoe expects Proponents to offer a wide array of equipment or products at lower prices and with better value than what they ordinarily offer to a single governmental or not for profit entity.

Canoe seeks proposals for Electrical, Utilities, and Line Maintenance Supplies. The scope includes electrical infrastructure materials, utility system components, lineman equipment, tools, safety equipment, and related supplies that support electrical distribution, transmission, and field based line maintenance activities.

Proponents may include related equipment, accessories, and services only when those offerings are ancillary or complementary to the goods proposed, provided the primary offering consists of the requested supplies. This is not a service only RFP.

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.

Minimum mandatory requirement: Proponents must include 6 categories as part of their Program Offering. Proposal not including 6 categories will be deemed non-compliant and not evaluated further.

Electrical and Utility Categories	Sample items
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Automation and Control	PLCs, HMIs, I/O modules, Industrial power supplies, Variable frequency drives, Soft starters, Motor starters, Servo drives, Safety controllers, Industrial ethernet switches, etc.
Power Distribution Equipment	Panelboards, Switchboards, Low-voltage switchgear, Medium-voltage switchgear, Loadcentres, Automatic transfer switches, Busway, Metering devices, Meter sockets, Enclosed disconnects etc.
Fuses and Circuit Protection	Class J fuses, RK1/RK5 fuses, Midget fuses, Fuse holders, Fuse disconnects, Molded-case breaker accessories, Surge protective devices, TVSS modules, Arc-flash relays etc.
Sensors, Switches, and Relays	Proximity sensors, Photoelectric sensors, Limit switches, Float switches, Control relays, Timing relays, Safety relays, Contactors, Overload relays etc.
Raceways and Conduit Systems	EMT, Rigid steel conduit, PVC conduit, ENT, Flexible metallic, Liquid-tight, Conduit bodies, Expansion joints, Cable tray, HDPE conduit, Underground duct banks, Surface metal raceways, Raceway sweeps and elbows, Raceway grounding and bonding fittings etc.
Electrical Fittings and Hardware	Beam clamps, Hangers, Strut and strut fittings, Grounding clamps, Drop-in anchors, U-bolts, Cable cleats, Fasteners etc.
Electrical Enclosures and Boxes	Junction boxes, Pull boxes, NEMA 1/3/4/4X/12 enclosures, Non-metallic enclosures, Floor boxes, Weatherproof boxes, Termination cabinets etc.
Wire and Cable	RW90, NMD90, TECK/armoured, Tray cable, VFD cable, Instrumentation cable, Portable SOOW/SJOOW, Thermocouple cable, Medium-voltage cable etc.
Connectors and Terminations	Compression lugs, Mechanical lugs, Splices and butt splices, Terminal blocks, Heat-shrink tubing, Ferrules, Grounding connectors, Cable ties, Wire markers etc.
Lighting	LED panels and troffers, Linear strips, High bays, Vapor lights, Exterior floods, Area and roadway lighting, Emergency unit equipment, Exit signs, Drivers and ballasts, Occupancy and daylight sensors, Lighting controls etc.
Alarms and Signaling	Stack lights, Strobes and beacons, Audible alarms and horns, Hazardous-location signaling, Pull stations, Annunciators etc.
Renewable and Energy Solutions	PV modules, String and micro-inverters, DC combiners and disconnects, Racking and BOS hardware, Battery storage modules, BMS accessories, EV chargers Level 2, EV chargers Level 3/DCFC, Power monitoring and submeters etc.
Electrical Tools	Insulated hand tools, Crimpers and cutters, Hydraulic crimpers/cutters, Multimeters, Clamp meters, Megohmmeters, Thermal imagers, Knockout sets etc.
Data and Communications	Cat5e/Cat6/Cat6A/Cat7 cable, Fiber optic cable, Patch panels, Keystone jacks, Server and wall racks, Patch cords, PoE switches, Cable management and labels, Certification testers etc.
Wiring Devices	Spec-grade receptacles, GFCI and AFCI, Industrial receptacles, Switches, USB receptacles, Wall plates etc.

Line Maintenance Categories	Sample items
Utility, High-Voltage, Lineman Specialty	Hot-line sticks, Live-line testers, Grounding clusters and clamps, Bypass jumpers, Hydraulic crimpers and cutters, Pole-climbing spurs, Bucket truck kits, Class 0–4 rubber gloves, Arc-rated rainwear etc.
Personal Protective Equipment	Arc rated apparel; Rubber insulating gloves and blankets; Hard hats; Protective eyewear; Fall protection systems etc.
Working at Heights Equipment	Climbing belts; Harnesses; Climber pads; Pole climbing accessories; Gear bags etc.
Line Construction and Maintenance Tools	Cutting tools; Compression tools; Insulated hand tools; Specialty line tools; General lineman tools etc.
Pulling, Lifting, and Rigging Equipment	Cable pulling devices; Grips; Rigging blocks; Rollers; Winch lines; Rope assemblies etc.
Testing, Measurement, and Diagnostic Equipment	Portable meter testers; Analyzers; High voltage testing instruments; Locating devices etc.
Jobsite and Field Equipment	Ground protection mats; Outrigger pads; Worksite signage; Markers; Portable lighting etc.
Bucket, and Equipment Mounting Systems	Bucket tool boards; Bucket covers; Tool holders; Vehicle mounted drills; Vehicle mounted tampers etc.
Electrical Hardware and System Components	Connectors; Clamps; Grounding devices; Electrical fittings; Mounting hardware etc.

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.

1. Utilisation of the contract – Canoe members

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

2. Requirements

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

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

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission and Specification Questionnaires

Proponents must include a minimum of 6 categories as part of their Program Offering. Proposal not including 6 categories will be deemed non-compliant and not evaluated further.

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

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

2. Pricing

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

C. MANDATORY TECHNICAL REQUIREMENTS

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

D. PRE-CONDITIONS OF AWARD

- Submission of proof of insurance
- Satisfactory reference check if required by Canoe

E. EVALUATION CRITERIA

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

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

Non-Price Rated Criteria Category	Points	Minimum points
Experience -Distribution model -Market share -Group purchasing	20	14
Program offering -Categories of goods offered -Quality standards, certifications -Supply chain reliability	20	14
Engagement, marketing and training plan	10	6
Warranty, risk mitigation and service excellence	10	6
Sales and distribution network -Sales network -Members' ease of access to program offering	10	6
Pricing	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. The pricing structure is cost plus model.

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, fuel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees, duties, tariffs or other charges required by law.

G. AWARD

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

[End of Part B]

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

CAN-2026-005 - Electrical, Utilities and Line Maintenance Supplies

Opening Date: April 27, 2026 4:23 PM

Closing Date: June 3, 2026 3:00 PM

Vendor Details

Company Name:	E. B. Horsman & Son
Does your company conduct business under any other name? If yes, please state:	E.B. Horsman & Son
Address:	1023 Herring Gull Way Parksville, British Columbia V9P 1R2
Contact:	Reg Galati
Email:	rgalati@ebhorsman.com
Phone:	604-619-0807
Fax:	250-589-8779
HST#:	

Submission Details

Created On:	Tuesday April 28, 2026 09:34:26
Submitted On:	Wednesday June 03, 2026 12:54:24
Submitted By:	Reg Galati
Email:	rgalati@ebhorsman.com
Transaction #:	cbe709a0-8b44-436f-b60c-4f749677626c
Submitter's IP Address:	10.1.0.8

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

Corporate Profile

#	Question	Response *
1	Proponent Legal Name (one legal entity only):	E. B. Horsman & Son Ltd.
2	Identify all subsidiary entities of the Proponent whose goods or services are included in the Proposal.	No other subsidiary entities
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No assumed names or DBA names
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	Name: Reg Galati Title: Director Strategic Supply Agreements Email Address: rgalati@ebhorsman.com Phone: 604-619-0807
5	Proponent's primary contact for this proposal (name title address email address & phone):	Name: Reg Galati Title: Director Strategic Supply Agreements Email Address: rgalati@ebhorsman.com Phone: 604-619-0807
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	No other contacts
7	Proponent GST registration number:	89529-2647
8	If the Proponent is representing a consortium, each member of that consortium.	No consortium
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	E.B. Horsman & Son Ltd. (EBH) is a 125-year-old Canadian, employee- and family-owned electrical distributor serving customers throughout British Columbia, Alberta, and Saskatchewan. Founded in 1900 in Moosomin, Saskatchewan, the company relocated to Vancouver in 1907 and transitioned from a hardware business to a dedicated electrical wholesaler in the 1920s. Over five generations, EBH has grown into Western Canada's largest independent electrical distributor, supporting industrial, institutional, utility, mining, forestry, marine, commercial, and infrastructure customers through a regional network of branches, distribution centres, technical divisions, and project support teams. EBH's core values are built around customer commitment, accountability, integrity, responsiveness, continuous improvement, and community involvement. As an employee-owned organization through its EMPOWER Employee Share Ownership Program (ESOP), EBH promotes an ownership mindset that reinforces a customer-first culture, bias for action, long-term vision, and local accountability. This

		structure supports responsive decision-making and long-term partnership development with customers and suppliers alike. EBH's business philosophy is centered on building long-term customer relationships through ethical business practices, technical expertise, operational reliability, and proactive service support. The company focuses on delivering value beyond product supply through project management, inventory management, Vendor Managed Inventory (VMI) programs, technical consulting, procurement support, and continuous improvement initiatives that help customers improve operational efficiency and supply continuity. As it relates to this solicitation, EBH understands the importance of delivering consistent service, transparent communication, reliable supply chain support, and measurable program execution across a diverse membership base. EBH supports customers through dedicated project teams, technical specialists, regional inventory and distribution capabilities, procurement integration support, and structured account management programs designed to support long-term strategic supply agreements. The company's experience supporting large industrial projects, institutional customers, and multi-site operations aligns closely with the objectives of this solicitation and Canoe Procurement Group members.
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	No "Suspension or Debarment"

Bill S-211 declaration

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

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

Geographical coverage for offering

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

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

Experience

#	Question	Reponse *
1	Provide a high level	E.B. Horsman & Son Ltd. (EBH) is proposing a comprehensive range of electrical

	description of the goods you are offering in your proposal.	products and integrated supply solutions designed to meet and exceed the operational, maintenance, and project requirements of Canoe Procurement Group members across Western Canada. The proposed goods include electrical distribution products and related solutions supporting industrial, institutional, commercial, marine, infrastructure, and public sector operations. Product categories include, but are not limited to: • Wire and Cable • Lighting and Lighting Controls • Power Distribution Equipment • Automation and Control Products • Datacom and Networking Products • Motor Control and Drives • Industrial Instrumentation • Electrical Safety Products • Enclosures and Cable Management Systems • Tools and Consumable Electrical Supplies
2	What is your Canadian public sector market share for the solutions you are proposing?	EBH's Western Canadian "Public Sector" sales represent 2% of our annual sales
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	1. Responsive Regional Support and Local Decision-Making: EBH combines the capabilities of a large electrical distributor with the responsiveness and accountability of an employee-owned independent organization. Unlike larger national competitors with layered approval structures, EBH provides Canoe Procurement Group members with direct access to local leadership, technical specialists, and empowered account teams capable of making timely operational and commercial decisions. This allows EBH to respond quickly to changing customer requirements, urgent supply needs, and project demands across Western Canada. 2. Proven Strategic Supply Agreement and VMI Expertise: EBH differentiates itself through hands-on experience managing complex strategic supply agreements, Vendor Managed Inventory (VMI) programs, inventory optimization initiatives, and KPI-driven operational support programs. EBH's approach extends beyond product supply by incorporating: • Real-time inventory visibility • Automated replenishment • Consumption tracking • Inventory optimization reviews • Dashboard reporting • Continuous improvement initiatives EBH has demonstrated experience supporting multi-site industrial and institutional operations with measurable performance targets, inventory governance processes, and structured operational reviews designed to improve supply continuity and reduce total operational cost. 3. Customer-Focused Partnership Model and Technical Engagement: EBH's business model is built around long-term customer partnerships rather than transactional supply relationships. As an employee-owned company, EBH employees are directly invested in customer success, operational reliability, and

		service performance. Canoe members benefit from consistent account management, technical application support, procurement integration assistance, and proactive communication throughout the agreement lifecycle. EBH supports customers through dedicated technical divisions specializing in: • Automation, Controls and Motion • Lighting Solutions • Datacom • Process Instrumentation • Project Services • Integrated Supply Chain Solutions This operationally engaged approach allows EBH to provide customized solutions, stronger service continuity, and a higher level of customer engagement than traditional transactional distribution models.
4	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	EBH holds the required business licences to operate in the provinces it serves and is ISO 9001:2015 certified. As it relates to this RFP, EBH is an authorized electrical distributor and will provide products and services through its established branch network, technical divisions, and approved supplier relationships. Where specialized work requires additional certification, licensing, or third-party support, EBH will ensure those requirements are reviewed and addressed based on the scope of work, jurisdiction, and customer requirements. For subcontracted or third-party services, EBH will work with qualified suppliers, manufacturers, or service providers as required to support the goods and services contemplated under this agreement.
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	EBH has experience supporting cooperative purchasing and contract-based procurement environments across Western Canada, particularly where customers require standardized pricing, multi-location account support, and agreement-level reporting. This experience includes public sector and institutional accounts that rely on structured purchasing processes, clear contract administration, and coordinated regional service. EBH's experience includes supporting customers through: • Strategic Supply Agreements • Vendor Managed Inventory (VMI) Programs • Integrated Supply and Replenishment Services • Procurement Platform Integrations • KPI and Performance Reporting • Project Material Management • Regional Logistics and Inventory Support • Multi-Site Operational Agreements As part of its cooperative and contract supply experience, EBH currently participates in and supports procurement programs and customer agreements involving: • Canoe Procurement Group of Canada • Public Sector and Institutional Customers EBH has experience supporting procurement environments that require:

		• Transparent and Standardized Pricing • Contract Governance • Regional Service Coverage • Supplier Accountability • Inventory Optimization • Technical Support Services • Digital Procurement Integration • Continuous Improvement Initiatives In support of these agreements, EBH works closely with customers to develop customized supply solutions that improve operational efficiency, reduce supply chain disruption, and support procurement compliance and reporting requirements. While EBH's primary operational focus is Western Canada, the company maintains established manufacturer and supplier relationships across North America to support customer supply requirements, project execution, and strategic sourcing initiatives
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Program offering

Describe your program offering.

Question	Reponse *
Provide a description of your program offering. Provide information on the quality standards and certifications of the goods. You can attach a more detailed list in the procurement portal.	EBH's program offering combines product supply with the account, service, and compliance structure needed to support contract-based public sector purchasing. In addition to access to a broad electrical product portfolio, members would receive coordinated account support, regional fulfillment options, and products sourced from recognized manufacturers meeting applicable Canadian and industry standards. The program offering includes the supply of electrical products and related solutions supporting industrial, institutional, commercial, marine, infrastructure, and public sector operations. EBH's program offering is designed to provide members with consistent supply support, responsive local service, technical expertise, and scalable solutions tailored to multi-site operations and long-term strategic supply agreements. EBH supplies products from recognized and approved manufacturers that meet applicable Canadian and industry standards, including CSA, cUL, UL, and other applicable certifications depending on the product category and application requirements. Products supplied for industrial, marine, hazardous location, and infrastructure applications are sourced to meet applicable regulatory, safety, and performance standards required within Canada and the jurisdictions being served. EBH is ISO 9001:2015 certified and maintains established supplier relationships with leading manufacturers to support product quality, technical compliance, and supply continuity.
List the manufacturers included in your offering.	The list of manufacturers has been added to the procurement portal

List anything ancillary goods or services you would like to include as part of your offering.	In addition to product supply, EBH can provide ancillary goods and value-added services that support contract implementation, day-to-day operations, and project activity. These services are intended to help members improve material flow, streamline purchasing processes, and strengthen visibility into inventory and service performance where required. Ancillary goods and services available as part of EBH's offering include: • Vendor Managed Inventory (VMI) Programs • Inventory Optimization and Min/Max Management • Automated Replenishment Solutions • KPI and Operational Performance Reporting • Project Material Management and Staging • Procurement Platform Integrations (Coupa, SAP Ariba, Tradecentric, EDI) • Technical Application and Product Support • Lighting and Lighting Control Solutions • Automation and Control System Support • Datacom and Infrastructure Support • Cable Management and Labeling Solutions • Custom Product Sourcing and Strategic Sourcing Support • Emergency and Priority Delivery Services • Regional Logistics and Distribution Support - Western Canada • Product Training and Manufacturer-Supported Technical Sessions • Material Standardization Support • Consumption Tracking and Reporting • Return and Restocking Management Processes • Inventory Audits and Continuous Improvement Reviews EBH also provides dedicated account management, technical specialists, and operational support teams to assist members with implementation, inventory governance, reporting requirements, and long-term strategic supply agreement management. EBH is able to support customers with: • Weekly and Monthly Reporting • Inventory Accuracy Management • Replenishment Coordination • KPI Review Meetings • Continuous Improvement Initiatives
Do you offer the ability to customize certain items based on Member's requirements?	Yes. EBH offers Canoe Members the ability to customize products, inventory programs, reporting, logistics support, and supply solutions based on their operational, project, and procurement requirements. Members benefit from flexible and scalable solutions tailored to their facility type, inventory needs, project scope, and internal procurement processes. Customization capabilities may include: • Vendor Managed Inventory (VMI) Programs • Customized Stocking and Replenishment Solutions • Project Staging and Material Handling • Product Standardization Initiatives • Procurement System Integrations • Customized Reporting and KPI Dashboards • Customer-Specific Labeling and Packaging • Technical Product Selection and Application Support

	Through EBH's Integrated Value & Services and Major Projects teams, members can also access customized inventory management, storeroom optimization, logistics planning, and project support services designed to improve operational efficiency, inventory visibility, and supply continuity. EB Horsman Integrated Value & Services. EBH's regional operating model and local decision-making structure allow members to work directly with dedicated account teams and technical specialists to develop practical, responsive solutions aligned with their operational objectives.
Do you offer Acceptance testing upon request from the Member?	Yes. EBH can support acceptance testing requirements upon request from Canoe Procurement Group members, depending on the product type, project scope, manufacturer requirements, and application. Members benefit from access to EBH's technical specialists, manufacturer relationships, and project support teams who can coordinate product verification, factory testing documentation, technical compliance review, and manufacturer-supported testing processes where applicable. This may include: • Manufacturer Test Certificates • Factory Acceptance Testing (FAT) Coordination • Product Verification and Inspection • Technical Compliance Review • Startup and Commissioning Support Coordination • Product Performance Documentation • Warranty and Manufacturer Support Coordination Through EBH's technical divisions and supplier network, members can work directly with dedicated account teams and manufacturers to ensure products meet applicable project specifications, operational requirements, and regulatory standards prior to installation or commissioning. Acceptance testing requirements would be reviewed and coordinated based on the specific member application, product category, and project requirements.

Sales and distribution network

#	Question	Response *
1	Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area the Proponent wishes to do business in. Your response should address at least the following areas. a. Sales force. b. Dealer Network or distribution methods.	EBH's ability to serve Canoe members is grounded in its Western Canadian operating footprint, which includes branch locations, distribution support, account teams, and technical resources positioned across key service areas. This structure enables EBH to support members through local contacts, regional coordination, and multiple delivery and service channels aligned to the geographies included in this proposal. EBH operates branches across British Columbia, Alberta, and Saskatchewan, with service coverage extending to Manitoba, NWT and Yukon. Our regional network is supported by technical specialists, project teams, and centralized distribution serving industrial, institutional, marine, infrastructure, commercial, and public sector customers. Members receive responsive local support backed by coordinated program management and supply chain resources. a. Sales Force

	Please include details, such as the locations of your network of sales and any overlap between the sales and service functions.	EBH maintains a dedicated sales organization consisting of: • Outside Account Managers • Strategic Account Managers • Project Specialists • Technical Sales Specialists • Inside Sales and Customer Support Teams • Regional Leadership and Operational Support Personnel Members have access to local account representatives supported by specialized technical divisions including: • Automation, Controls & Motion • Lighting Solutions • Datacom • Process Instrumentation • Industrial Services Group • Major Projects teams This structure allows EBH to support day-to-day operational requirements while also providing technical expertise, project coordination, inventory management support, and strategic supply agreement oversight. Sales and service functions work closely together to provide members with consistent communication, issue resolution, technical support, and program execution throughout the agreement lifecycle. b. Dealer Network and Distribution Methods EBH supports members through a regional branch and distribution network across Western Canada, supported by centralized logistics, manufacturer partnerships, and integrated supply solutions. Distribution methods may include: • Branch pickup • Scheduled deliveries • Direct shipment • Project staging • Vendor Managed Inventory (VMI) programs • Site replenishment services • Emergency and priority deliveries • Coordinated project logistics EBH also maintains strong relationships with leading electrical manufacturers and supplier partners across North America to support product availability, strategic sourcing, and supply continuity. The company's regional operating model allows members to work directly with local branches and support teams while benefiting from centralized procurement support, inventory management programs, technical services, and coordinated project execution. Regional Coverage and Locations EBH operates 21 branch locations, two (2) Corporate Offices and two (2) distribution centres across: • British Columbia • Alberta • Saskatchewan Service coverage is also available in Manitoba and Yukon.
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		EBH's operating model is designed to provide Canoe members with responsive service, consistent program execution, technical expertise, and flexible supply solutions tailored to each member's operational and procurement requirements.
2	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.	EBH manages government and public sector sales through a structured regional sales organization supported by dedicated account management, technical specialists, project support teams, and coordinated operational resources. EBH's approach is focused on providing responsive service, procurement compliance, operational reliability, and long-term partnership support for municipalities, utilities, educational institutions, healthcare-related infrastructure, transportation organizations, and other public sector entities throughout Western Canada. Members benefit from a collaborative sales and support structure that combines local account management with centralized strategic support and technical expertise. EBH's sales organization includes: • Strategic account managers • Public sector and institutional account representatives • Project specialists • Technical sales specialists • Inside sales and customer support teams • Regional operational leadership This structure allows EBH to support both day-to-day operational requirements and large-scale projects while maintaining consistent communication, reporting, and procurement support throughout the Canoe agreement lifecycle. EBH's technical divisions provide specialized support in: • Automation, Controls & Motion • Lighting Solutions • Datacom • Process Instrumentation • Industrial Services Group • Major Projects and integrated supply services Sales, service, and technical teams work together to support public sector clients through: • Procurement and specification support • Product standardization initiatives • Inventory management programs • Vendor Managed Inventory (VMI) solutions • Project coordination • Procurement platform integration • KPI and operational reporting • Product and application training • Manufacturer-supported technical sessions EBH also supports onboarding and ongoing member engagement through customer training, webinars, knowledge-sharing sessions, technical product reviews, and operational support meetings aligned with the requirements outlined within Canoe's marketing and engagement expectations. Public sector sales and marketing activities are managed with a focus on:

		• Transparency • Procurement compliance • Standardized pricing • Responsive communication • Local support • Operational continuity • Long-term relationship management EBH's regional operating model allows members to work directly with local account teams and technical specialists who understand regional market conditions, public sector procurement processes, and operational requirements. This localized approach is supported by centralized coordination, manufacturer partnerships, and integrated supply chain resources to ensure consistent service and program execution across Western Canada.
3	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.	EBH's customer service program is designed around daily account support, order coordination, issue management, and member communication. The objective is to provide members with a clear service structure for routine needs, urgent issues, and ongoing operational support while maintaining continuity between branch, sales, technical, and contract support functions. Customer Service Process and Procedures EBH's customer service program includes: • Dedicated member onboarding and account setup • Ongoing account management and operational reviews • Order processing and tracking • Inventory replenishment coordination • Procurement and invoicing support • Technical application assistance • Escalation and issue resolution procedures • Project staging and logistics coordination • Reporting and KPI review processes Where applicable, members may also access: • Vendor Managed Inventory (VMI) programs • Customized inventory management solutions • Automated replenishment programs • Project material coordination • Real-time inventory visibility and reporting • Procurement system integration support • Product and technical training sessions EBH's VMI and strategic supply agreement experience includes structured operational review processes, inventory optimization programs, replenishment management, and KPI-based performance monitoring. Response-Time Capabilities and Service Commitments EBH's regional branch network and local support model allow members to work directly with local account teams and operational personnel to address urgent and day-to-day requirements in a timely manner. Depending on member requirements, location, and product availability, EBH supports:

		• Same-day customer service response during business hours • Expedited support for urgent operational requirements • Priority replenishment and emergency delivery coordination • Direct escalation access to branch and regional leadership • Coordinated manufacturer and technical support As demonstrated in existing programs, EBH monitors inventory levels, consumption trends, and replenishment requirements on an ongoing basis to reduce stockout risk and improve supply continuity. EBH's operational KPI frameworks have included targets such as: • Inventory availability $\geq 95\%$ • Inventory accuracy $\geq 98\%$ • Stockout events $< 1\%$ • Urgency restock response < 24 hours • Quarterly min/max optimization reviews • Continuous Improvement and Performance Management EBH supports continuous improvement through: • Quarterly operational review meetings • KPI and dashboard reporting • Inventory and replenishment analysis • Slow-moving inventory reviews • Member feedback and issue resolution processes • Collaborative planning discussions with customer stakeholders Existing EBH programs also include: • Weekly SKU consumption reporting • Monthly performance and invoice reporting • Real-time inventory visibility • Proactive communication regarding supply and replenishment activities • Employee Ownership and Accountability As an employee-owned organization, EBH promotes a culture of accountability, responsiveness, and customer commitment. Members benefit from direct access to empowered local teams focused on delivering consistent service, operational reliability, and long-term partnership support aligned with member operational and procurement objectives.
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Engagement , Marketing and Training

#	Question	Response *
1	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types of stakeholders involved.	EBH's engagement and marketing approach would be tailored by stakeholder group to ensure the Canoe agreement is positioned in a way that is relevant to procurement, operations, technical, project, and leadership audiences. The strategy would focus on contract awareness, practical use of the agreement, and communication of the aspects of the program most relevant to each member contact. EBH's approach is designed to support the various stakeholder groups involved throughout the procurement and operational lifecycle, including: • Procurement and purchasing teams

		• Operations and maintenance personnel • Technical and engineering stakeholders • Project managers • Finance and administration teams • Executive leadership • Facility and branch-level users Upon award, EBH will implement a structured three-step engagement strategy: Step 1: Western Canadian suppliers and internal teams will be advised of the awarded agreement through company-wide communication channels. Step 2: District Managers and branch leadership teams will coordinate territory-specific implementation plans with assigned Branch/Account Managers and Inside Sales teams. Step 3: EBH will work collaboratively with Canoe on a member onboarding and engagement plan designed to support member awareness, pricing implementation, procurement alignment, and operational support activities. EBH's engagement model is built around dedicated local support. Members will be assigned: • A dedicated Account Manager • An Inside Sales/customer service contact • Access to technical specialists • Regional branch and operational support resources Account assignments will be aligned to the EBH branch location closest to the member to ensure responsive local service and communication. Stakeholder-Specific Engagement Procurement and Finance Stakeholders EBH will support procurement and finance teams through: • Standardized pricing implementation • Reporting support • Procurement integration assistance • Consolidated invoicing support • Pricing consistency across member accounts • Ongoing pricing and agreement communication EBH's pricing structure would be established with Canoe as the parent account structure, with participating member accounts aligned beneath the program to support consistency, reporting visibility, and coordinated pricing management across locations and provinces. Operations and Maintenance Stakeholders Operations teams will be supported through: • Local inventory and branch support • Responsive order fulfillment • Project coordination assistance • Inventory and replenishment discussions • Technical application support • Expedited service for urgent operational requirements EBH's regional branch and distribution network supports delivery capabilities across British Columbia, Alberta, Saskatchewan, Manitoba and Yukon with the ability to ship
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		many stocked products within 24 to 48 hours depending on product availability and location. Technical and Project Stakeholders Technical and project stakeholders will have access to EBH's dedicated technical divisions specializing in: • Data Communications • Lighting and Controls • Process Instrumentation • Automation and Control • Value Added Services (VAS) • Project and Corporate Contracts Members may also access: • Technical evaluations • Product application support • Lighting layouts and audits • Energy analysis • Engineering support coordination • Training services • inventory and material management solutions • Marketing strategy EBH's marketing strategy will focus on targeted member engagement and operational relevance rather than broad generic campaigns. EBH plans to: • Assign Branch/Account Managers to participating members • Identify the operational needs of each member location • Develop targeted marketing initiatives aligned with the products and services relevant to each member • Collaborate jointly with Canoe on promotional initiatives and member engagement opportunities EBH's internal marketing team utilizes a combination of: • Email marketing • Website content • Direct outreach • Social media • Digital campaigns • Trade publications • Targeted promotions and educational content EBH will also promote the Canoe agreement through: • Regional account engagement • Digital communication channels • Member outreach campaigns • Industry events and trade shows • Technical and educational sessions • Coordinated supplier promotions • Program communication and continuous engagement EBH's sales teams will remain engaged through ongoing communication and review discussions focused on:
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		• Member development • Issue resolution • Pricing support • Operational improvements • Product standardization opportunities • Supplier collaboration initiatives
2	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?	EBH views the relationship between Canoe Procurement Group of Canada and our existing partnership is collaboratively focused on delivering long-term value, procurement efficiencies, and operational support to participating members. EBH believes Canoe's role is essential in helping communicate the value of the contract to members and supporting awareness, engagement, and program participation across the cooperative network. As a partner EBH's expectation is that both organizations work together in a coordinated and transparent manner to support successful contract implementation and ongoing member engagement. EBH would expect Canoe's role to include: • Promoting awareness of the awarded agreement to members • Assisting with member introductions and onboarding coordination • Communicating the procurement and operational benefits of the contract • Supporting collaborative marketing and engagement initiatives • Facilitating member feedback and communication • Supporting vendor/member relationship development • Assisting with member participation opportunities and events EBH believes the strongest group purchasing programs are built through active collaboration between the cooperative organization and EBH. This includes ongoing communication, coordinated marketing efforts, and regular operational discussions focused on improving member value and contract utilization. EBH's approach is to work jointly with Canoe on: • Onboarding strategies • Targeted member engagement • Promotional initiatives • Supplier-supported campaigns • Operational and pricing alignment • Member support activities EBH also sees Canoe playing an important role in helping members understand: • How to access the contract • Available products and services • Procurement efficiencies • Regional support capabilities • Operational and technical resources available through the agreement Through coordinated engagement between Canoe and EBH, members benefit from stronger communication, improved contract awareness, consistent support, and increased overall program value. As an employee-owned organization, EBH values long-term partnerships built on accountability, responsiveness, and mutual collaboration to support the success of Canoe and its members.
3	Describe how you will train your sales force	EBH recognizes that successful adoption of a cooperative purchasing agreement depends on internal alignment, consistent communication, and ongoing engagement

	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.	between Canoe, EBH's sales teams, suppliers, and participating members. If awarded a contract with Canoe Procurement Group of Canada, EBH will implement a structured training and communication program to ensure our sales force, customer service teams, technical divisions, and supplier partners understand the value, requirements, and operational benefits of the Canoe agreement for public sector and non-profit members. EBH will continue to implement a three-step internal rollout process. Step 1: Internal company-wide communication regarding the contract award and program expectations. Step 2: District Manager engagement and territory-specific implementation planning. Internal Training and Sales Engagement. Step 3: Coordinated onboarding and engagement activities with Canoe and participating members. EBH's training approach will focus on ensuring all customer-facing teams understand: • The structure and objectives of the Canoe agreement • Member eligibility and onboarding requirements • Pricing structure and procurement expectations • Reporting and operational requirements • Public sector and non-profit procurement sensitivities • Value-added services available to members • Communication and escalation procedures Training participants may include: • Account Managers • Business Development teams • Inside Sales and Customer Service teams • Branch Managers • District Managers • Technical Specialists • Marketing and Pricing teams • Cadence and Ongoing Communication EBH will maintain ongoing engagement and communication through: • Initial contract launch meetings • District and branch-level rollout sessions • Periodic internal updates through company communication channels • Quarterly operational and sales reviews • Supplier engagement discussions • Collaborative account planning sessions EBH utilizes internal communication platforms and regional leadership engagement to ensure consistent messaging and execution across branches and territories. Distribution Network and Supplier Engagement EBH will also engage its supplier and manufacturer partners to: • Communicate the value and objectives of the Canoe agreement • Support pricing and inventory alignment • Identify opportunities for standardization and member support • Coordinate targeted promotions and educational initiatives
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		• Support product training and technical engagement opportunities EBH's broad supplier network and dedicated technical divisions allow the company to align supplier resources with member operational requirements and cooperative purchasing objectives. Public Sector and Non-Profit Focus Training and engagement activities will emphasize the unique requirements of public sector and non-profit members, including: • Procurement transparency • Pricing consistency • Operational accountability • Service responsiveness • Reporting support • Supply continuity • Long-term relationship management EBH's sales and operational teams will be trained to position the Canoe agreement as a strategic procurement solution that helps members simplify purchasing, improve operational efficiency, and access consistent regional support and technical expertise. Accountability and Program Oversight EBH's Director of Strategic Supply Agreements, District Managers, and branch leadership teams will support program governance, communication, issue resolution, and ongoing contract alignment to ensure the agreement continues to deliver value to Canoe members throughout the contract term.
4	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	EBH will implement a structured startup and implementation approach focused on contract setup, account alignment, pricing activation, member onboarding, and designation of servicing contacts. The objective is to move members from award to operational readiness efficiently while maintaining clarity around roles, timelines, and support expectations. EBH's methodology is based on coordinated planning, regional accountability, ongoing member engagement, and continuous operational review to ensure the contract delivers measurable value throughout the agreement term. Startup and Implementation Methodology EBH will implement a three-step rollout process following contract award: • Internal Communication and Supplier Alignment - o EBH will communicate the contract award internally across Western Canada through company-wide communication channels and engage key supplier partners to support pricing alignment, inventory planning, and program execution. • Regional Operational Rollout - o District Managers and branch leadership teams will coordinate implementation activities within their territories and work directly with assigned Branch/Account Managers, Inside Sales teams, and technical specialists responsible for supporting Canoe members. • Member Onboarding and Engagement - o EBH will work collaboratively with Canoe to develop and implement a detailed onboarding process for participating members. The onboarding plan will address: Account setup

		Pricing implementation Procurement alignment Ordering procedures Reporting requirements Operational support expectations Assigned points of contact As we provided a detailed onboarding in our original agreement we would be prepared within 48 hours of contract award. Implementation Measures and Support Structure To support successful implementation, EBH will provide: • Dedicated Account Managers • Inside Sales and customer service contacts • Technical specialists • Branch and regional operational support • Procurement and pricing support resources • Supplier and manufacturer coordination Each member account will be aligned to the most appropriate servicing branch location to ensure responsive local support and operational continuity. Ongoing Review and Monitoring EBH's ongoing contract management approach includes regular review and monitoring processes designed to support: • Pricing consistency • Operational performance • Member engagement • Issue resolution • Reporting accuracy • Contract utilization Continuous improvement opportunities Measures that EBH will put in place include: • Quarterly operational and account reviews • Sales and contract utilization tracking • Customizable reporting through Epicor Prophet 21 and MITS reporting systems • Monitoring of purchasing trends and product usage • Member feedback and escalation procedures • Supplier and pricing reviews • Targeted member engagement initiatives EBH's systems allow for customizable reporting and data analysis to help monitor buying habits, product turns, quarterly sales activity, and program effectiveness. Contract Promotion and Member Engagement EBH's contract promotion strategy will focus on targeted engagement and collaborative communication with Canoe and participating members. Activities may include: • Direct member outreach • Coordinated marketing campaigns • Branch engagement activities • Technical and educational sessions
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		• Supplier-supported promotions • Participation in industry and member events • Digital communication initiatives EBH's marketing strategy is designed to target products and services relevant to each member's operational requirements and facility needs. Accountability and Continuous Improvement EBH's Director of Strategic Supply Agreements, District Managers, branch leadership teams, and dedicated account representatives will support ongoing governance and operational oversight of the agreement. EBH's approach is built around: • Responsive communication • Regional accountability • Operational transparency • Collaborative problem solving • Long-term partnership support
5	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?	EBH will monitor adoption and utilization of the Canoe contract through account activation tracking, contract sales activity, participation by branch or region, and ongoing review of service and pricing performance. This monitoring is intended to show where the agreement is gaining traction, where additional support may be needed, and how effectively the contract is being used across the network. EBH's approach is designed to ensure the agreement remains visible, consistently utilized, operationally effective, and aligned with member procurement requirements throughout the contract term. Monitoring Methodology same as Continuous Improvement Opportunities. EBH will monitor contract adoption and utilization through: • Quarterly sales and operational reviews • Branch and territory performance discussions • Contract utilization reporting • Member onboarding tracking • Pricing and purchasing trend analysis • Supplier engagement reviews • Member feedback and issue resolution monitoring Targeted account development activities EBH's sales organization and District Managers will remain actively engaged with member accounts and contract performance throughout the agreement term. EBH's Epicor Prophet 21 ERP platform and MITS reporting systems allow the company to generate customizable reporting and monitor: • Purchasing trends • Product utilization • Quarterly sales activity • Inventory movement • Account activity • Pricing consistency • Program participation

		Key Performance Indicators (KPIs) EBH can monitor a range of operational, service, and contract utilization KPIs, including: • Contract Adoption and Utilization • Number of active Canoe member accounts • Contract sales growth • Quarterly spend analysis • Participation by region and branch • Supplier and product category utilization • Member retention and engagement levels Customer Service and Operational Performance EBH's operational KPI framework may include: • Shipped in Full On Time (SIFOT) target of minimum 95% • Average shipment delays less than five days for stocked items • Service and dispute resolution response within 48 hours • Invoice accuracy target of 97% Procurement and Pricing Performance EBH can also monitor: • pricing consistency across member accounts • Reporting accuracy • Quote response and order turnaround times • Contract compliance • Procurement integration effectiveness • Inventory and replenishment performance where applicable District Managers, Account Managers, branch leadership, Inside Sales teams, and technical specialists will participate in ongoing review discussions to ensure: • Contract awareness remains active across territories • Member engagement opportunities are identified • Operational issues are addressed promptly • Pricing and service expectations are maintained • Supplier support remains aligned with contract objectives EBH's regional structure includes 21 branch and two (2) distribution locations supported by Inside Sales, Outside Account Managers, Business Development teams, technical specialists, and operational personnel across Western Canada. Continuous Improvement and Contract Promotion EBH will use reporting analytics, member feedback, supplier collaboration, and regular operational reviews to identify opportunities for: • Increased member participation • Product standardization • Inventory optimization • Targeted promotions • Supplier-supported initiatives • Procurement efficiencies • Operational improvements This ongoing monitoring approach allows EBH to support contract growth, maintain service consistency, and ensure Canoe members continue receiving measurable
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		value throughout the agreement term.
6	Describe your commitment to attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	EBH is committed to actively supporting and participating in Canoe Procurement Group of Canada member engagement initiatives throughout the term of the agreement. EBH recognizes that member engagement events are important opportunities to strengthen relationships, improve communication, support knowledge sharing, and increase awareness of the products, services, and procurement solutions available through the Canoe contract. As outlined in our original RMA submission, EBH is committed to attending and sponsoring relevant industry and member engagement events where appropriate. EBH currently participates in and supports a variety of industry and customer engagement events across Western Canada, including: • Trade shows • Technical and educational sessions • Supplier events • Municipal and utility conferences • Industry association events • Customer appreciation and networking activities Examples identified in the original submission include participation and support for: • BCWWA • SWWA • AWWOA • ISA trade shows in Calgary and Edmonton • CPECN trade shows throughout BC, Alberta, and Saskatchewan EBH will support Canoe member engagement opportunities through: • Attendance at member conferences and conventions • Participation in trade shows • Sponsorship opportunities where appropriate • Educational and technical presentations • Collaborative supplier-supported events • Product demonstrations and training sessions • Regional member outreach initiatives • Networking and relationship-building activities EBH's dedicated Account Managers, technical specialists, District Managers, and marketing team would support these engagement activities to ensure members have direct access to: • Local support teams • Technical expertise • Procurement resources • Product and application knowledge • Operational and inventory solutions EBH also believes these events provide valuable opportunities to: • Gather member feedback • Identify operational challenges • Discuss procurement opportunities

		• Support product standardization initiatives • Strengthen supplier collaboration • Improve overall contract utilization and member value
7	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	EBH has developed strong relationships with industry associations, manufacturers, cooperative purchasing organizations, technical institutions, and supplier partners throughout Western Canada. These partnerships support EBH's ability to promote, support, and deliver value through the Canoe Procurement Group of Canada contract. EBH maintains strategic relationships with a broad network of manufacturers, suppliers, and industry organizations that support member engagement, technical education, product standardization initiatives, and operational support programs. Industry and Association Partnerships EBH actively participates in and supports several industry and association organizations relevant to Canoe members and public sector operations, including: • Electro-Federation Canada • Affiliated Distributors • BC Water & Waste Association • Saskatchewan Water & Wastewater Association • Alberta Water & Wastewater Operators Association • International Society of Automation EBH regularly participates in industry trade shows, technical conferences, and association events throughout British Columbia, Alberta, and Saskatchewan. Manufacturer and Supplier Partnerships EBH maintains relationships with over 275 stocking suppliers and more than 775 active suppliers supporting electrical, industrial, automation, lighting, datacom, safety, and infrastructure solutions. These supplier relationships support: • Collaborative member promotions • Technical training opportunities • Product demonstrations • Inventory and supply continuity • Pricing support initiatives • Educational offerings • Product standardization programs • Operational and project support EBH's partnership with Affiliated Distributors also expands access to industrial and safety product solutions through an additional network of suppliers and product categories. Educational and Technical Partnerships EBH has longstanding relationships with educational institutions, technical schools, and training organizations throughout Western Canada. As outlined in the original submission, EBH supports: • Scholarships and bursaries • Technical education initiatives • Training and apprenticeship support • Technical product education

		Manufacturer-supported training sessions EBH also collaborates with supplier partners and technical divisions to provide: • Automation and controls training • Lighting and energy efficiency support • Instrumentation and technical evaluations • CAD and software training • Product application reviews Benefit to Canoe Members These partnerships strengthen EBH's ability to: • promote the Canoe contract effectively across Western Canada • support regional member engagement • provide access to technical expertise and training • coordinate supplier-supported initiatives • improve procurement and operational efficiencies • support inventory and product standardization programs • provide localized technical and operational support
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Warranty Details

#	Question	Reponse *
1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	EBH provides a manufacturer-supported warranty program designed to support Canoe Procurement Group of Canada members through coordinated warranty administration, responsive issue resolution, and ongoing supplier support. EBH's warranty program is based primarily on the manufacturer warranties associated with the products supplied under the agreement. Depending on the manufacturer and product category, warranties may include coverage for products, replacement parts, and in certain cases labour-related support. Warranty Structure EBH acts as the primary support contact for members throughout the warranty process and will coordinate directly with manufacturers, suppliers, and technical representatives on behalf of the member. Warranty support may include: • Warranty claim coordination • Product evaluation and troubleshooting • Manufacturer communication • Replacement and exchange coordination • Technical support assistance • Freight coordination for defective products • Escalation support where required EBH's objective is to simplify the warranty process for members by providing a single point of contact and coordinated support throughout the resolution process. Conditions and Requirements Warranty conditions and eligibility requirements vary depending on: • Manufacturer warranty policies

		• Product category • Application environment • Installation and operating conditions • Product usage There are certain product categories that may have specific usage restrictions or warranty limitations depending on the manufacturer's requirements. Where warranty limitations apply, EBH will work with members and manufacturers to review the specific situation and identify practical solutions in the best interest of the member and the supplier relationship. Claims Procedure EBH's warranty claims process generally includes: • Member notification of the issue to the local EBH branch representative or Account Manager. • Product review and preliminary assessment by EBH. • Coordination with the manufacturer or supplier for technical review or authorization. • Arrangement of replacement, repair, exchange, or return authorization where applicable. • Ongoing communication with the member throughout the process until resolution. • EBH will accept defective or warranty-related products back immediately and prepay freight back to the local branch where applicable. • For damaged shipments, EBH will assist the member with carrier claims and resolution coordination. • Members will not be responsible for restocking charges related to damaged or defective products received. Technical and Service Support Depending on the manufacturer and application, EBH may coordinate: • Certified technician support • Manufacturer technical representatives • Startup and commissioning assistance • Troubleshooting and repair support • Replacement product coordination EBH can provide certified technician support within British Columbia, Alberta, and Saskatchewan where applicable. Member-Focused Warranty Support EBH's warrant program is designed to provide Canoe members with: • Responsive communication • Simplified warranty administration • Coordinated manufacturer support • Reduced operational disruption • Clear escalation procedures • Practical issue resolution
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	EBH maintains several customer support, reimbursement, and remediation policies designed to support Canoe Procurement Group of Canada members in situations involving damaged, defective, incorrect, delayed, or non-conforming products supplied under the agreement. EBH's approach is focused on responsive issue resolution, operational continuity, and

		collaborative problem solving to minimize disruption to member operations. Return and Exchange Support EBH maintains a Return Merchandise Authorization (RMA) process to support product returns, exchanges, and warranty-related claims. Under this process: • Defective or warranty-related products may be returned immediately • EBH will coordinate return authorization and replacement support • Freight associated with defective products may be prepaid by EBH where applicable • Damaged shipment claims are coordinated directly with carriers and manufacturers • Members are not responsible for restocking fees related to damaged or defective products received Incorrect Shipment and Order Remediation Where products are supplied incorrectly, damaged, or not delivered as agreed, EBH will work directly with the member to: • Investigate the issue • Coordinate replacement or correction • Expedite replacement shipments where required • Provide operational communication and escalation support • Minimize disruption to the member's operations As outlined in the original submission, products may be rejected by the member if they are: • Defective • Damaged • Delivered incorrectly • Delivered without approval Escalation and Issue Resolution Process EBH's customer service program includes a formal escalation process to support timely remediation and issue resolution. The process includes: • Initial review by the dedicated branch representative or Inside Sales contact. • Escalation to branch and District Management if not resolved within the expected timeframe. • Further escalation to the Director of Corporate Contracts where required. This structure helps ensure members have access to responsive operational support and management-level accountability where necessary. Warranty and Manufacturer Coordination EBH will coordinate directly with manufacturers and supplier partners on behalf of the member to support: • Warranty claims • Product evaluations • Replacement requests • Technical troubleshooting • Repair coordination • Field support where applicable EBH will work in the best interest of the member and assist in holding manufacturers
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		accountable throughout the warranty process. Service Recovery and Operational Support Depending on the situation, EBH may also support members through: • Expedited sourcing alternatives • Temporary replacement coordination • Emergency shipment support • Supplier escalation • Project coordination assistance • Technical support engagement EBH's objective is to provide Canoe members with responsive communication, practical issue resolution, and operational support that minimizes downtime and supports continuity of operations.
3	What are your proposed exchange and return programs and policies?	EBH maintains exchange and return programs and policies designed to support Canoe Procurement Group of Canada members through responsive issue resolution, operational continuity, and coordinated customer support. EBH's exchange and return procedures are intended to provide members with a clear and practical process for handling defective, damaged, incorrect, or non-conforming products. Exchange and Return Program Structure EBH's Return Merchandise Authorization (RMA) process supports: • Product returns • Exchanges • Damaged shipment claims • Defective product claims • Warranty-related returns • Replacement coordination Members will work directly with their assigned branch representative, Account Manager, or Inside Sales contact to initiate the return or exchange process. Product Acceptance and Return Eligibility As outlined in the original submission, members may reject product deliveries if the products are: • Defective • Broken or damaged • Not delivered as agreed • Delivered without prior approval EBH and the member will work together to confirm that the products supplied meet the required specifications and quality expectations. Defective and Warranty-Related Products For defective or warranty-related products: • EBH will accept the product return immediately where applicable • Freight associated with the return to the local branch may be prepaid by EBH • Replacement coordination will be managed through EBH and the manufacturer where required • Damaged shipments

		For products damaged during shipment: • EBH will assist members with carrier claims • Replacement or remediation options will be coordinated directly with the member • EBH will work with the carrier and supplier to resolve the issue promptly • Product exchanges For exchange requests: • EBH will review the reason for the exchange with the member • If the issue is determined to be the responsibility of EBH, the exchange process will follow the defective product return procedure • Where the exchange request is unrelated to supplier or EBH error, EBH will work collaboratively with the member to identify an appropriate solution based on the product type and situation Restocking and Member Support As outlined in the original submission: • Members will not be responsible for restocking charges associated with damaged or defective products received • EBH's objective is to minimize operational disruption and provide practical, responsive support throughout the exchange and return process. Customer-Focused Resolution Process EBH's customer service and escalation structure supports timely issue resolution through: • Local branch support • Inside Sales and Account Management coordination • Branch and District Management escalation • Manufacturer and supplier engagement where required This approach allows EBH to provide Canoe members with responsive communication, operational accountability, and coordinated support throughout the return or exchange process.
4	Describe in details the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.	EBH's customer service commitments focus on responsiveness, escalation, and performance oversight. Members are supported through assigned branch and account contacts for day-to-day service needs, with access to management and technical escalation paths where issues require additional attention or faster resolution. EBH's customer service model is built around regional accountability, responsive communication, operational continuity, and long-term customer support. Customer Service Structure EBH's customer service program includes: • Dedicated Account Managers • Inside Sales and Customer Service teams • District Managers • Technical specialists • Project and corporate contract support personnel • Branch operational support teams Members are aligned with the branch location best suited to support their operational

		requirements, allowing for responsive local service and direct communication with customer-facing teams. In addition to local branch support, members have access to specialized divisions including: • Data Communications • Lighting and Controls • Process Instrumentation • Automation and Control • Value Added Services (VAS) • Project and Corporate Contracts • Customer Service Process and Procedures EBH's customer service process is designed to support members throughout the full procurement and operational lifecycle, including: • Account onboarding and setup • Pricing and contract implementation • Order processing and tracking • Inventory and delivery coordination • Technical product support • Issue escalation and resolution • Warranty and return coordination • Reporting and procurement support Members work directly with their assigned Branch/Account Manager and Inside Sales contact for day-to-day support, while escalation procedures allow unresolved issues to be elevated to Branch Management, District Management, and the Director of Corporate Contracts where required. Response-Time Capabilities and Commitments EBH's regional branch and distribution network supports responsive customer service and delivery capabilities across British Columbia, Alberta, and Saskatchewan. • Customer service inquiries and disputes are targeted for response within 48 hours • Stocked products are generally shipped within 24 to 48 hours depending on product availability and location • Emergency and urgent operational requests are prioritized through local branch and supplier coordination • Service monitoring and performance management by branch EBH monitors customer service performance through KPI's as determined by Canoe and EBH • Regular operational reviews • Contract utilization analysis • Customer feedback discussions • Reporting and KPI tracking as determined • Branch and District Manager reviews • Supplier performance discussions The company's Epicor Prophet 21 ERP platform and MITS reporting systems provide customizable reporting capabilities supporting: • Buying trend analysis • Shipment monitoring • Account activity tracking
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		• Inventory visibility • Contract reporting and performance reviews • Incentives and accountability measures As an employee-owned organization, EBH's culture promotes accountability, responsiveness, and customer-focused service throughout the organization. Sales, customer service, operational, and technical teams are expected to support: • Timely communication • Issue resolution • Operational continuity • Member satisfaction • Long-term relationship development District Managers, Branch Managers, Account Managers, and Inside Sales teams participate in ongoing operational reviews and communication processes to help ensure service expectations and performance targets are consistently maintained throughout the contract term. Member-Focused Service Philosophy EBH's customer service approach is designed to provide Canoe members with: • Responsive local support • Simplified procurement communication • Operational reliability • Technical expertise • Coordinated issue resolution • Consistent contract support across Western Canada
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Member access to goods and services

Question	Response
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.	Should EBH be awarded a contract through Canoe Procurement Group of Canada, Canoe members would follow a straightforward onboarding and account setup process designed to provide efficient access to EBH's goods, services, and support resources. The typical onboarding process would include the following steps: • Member Introduction and Program Confirmation • The Canoe member contacts EBH directly or through the Canoe program to initiate participation and confirm eligibility under the awarded agreement. • Account Setup and Credit Application • EBH assigns a dedicated account representative to assist the member with: • Account setup documentation • Credit application review (if required) • Billing and shipping information • Tax exemption documentation where applicable • Account structure and purchasing contacts • Procurement and system integration review if required EBH works with the member to determine preferred procurement processes and system requirements, which may include: • Online account access • e-commerce access

	• PunchOut integration • SAP Ariba, Coupa, EDI and LBMX integrations • Purchase order workflows • Reporting and invoicing requirements Product and Service Review EBH reviews the member's operational requirements, frequently used products, project needs, inventory requirements, and service expectations to identify opportunities for: • Product standardization • Inventory support • Project coordination • Vendor Managed Inventory (VMI) programs • Customized reporting or delivery solutions Pricing and Program Activation Contract pricing, agreed terms, and applicable service programs are activated within EBH's systems to ensure members receive consistent pricing and program support under the Canoe agreement. Ongoing Support and Account Management Members receive ongoing support through dedicated account representatives, technical specialists, customer service teams, and regional branch support. EBH also provides access to technical support, project assistance, procurement support, and operational review processes where required. EBH's onboarding approach is designed to provide Canoe members with a smooth implementation process, responsive local support, and efficient access to goods and services while minimizing disruption to existing procurement and operational workflows.
Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	Members of Canoe Procurement Group of Canada will have multiple options to access product information, pricing, quotations, and ordering services through EBH. EBH's approach is designed to provide flexible procurement access methods aligned with the operational and purchasing requirements of public sector and non-profit members across Western Canada. Members will have access to: • Dedicated Account Managers • Inside Sales and Customer Service teams • Local branch support • Online product and ordering tools • Technical specialists • Procurement and project support resources Access to Product Information and Catalogues Members can access information on products, services, technical resources, and manufacturer offerings through: • The EB Horsman Website • Manufacturer catalogues and technical documentation • Digital product resources and specifications • Local branch and technical support teams • Supplier-supported product information sessions • Direct consultation with EBH Account Managers and specialists

EBH's website provides access to:

- Product search functionality
- Inventory visibility
- Product specifications
- Manufacturer information
- Online account access
- Digital procurement support tools

Pricing and Discount Access

Canoe contract pricing and applicable discounts will be aligned to participating member accounts within EBH's ERP system.

As identified in the original submission:

- Canoe would be established as the parent account structure
- participating members would be linked beneath the agreement structure
- pricing would be managed consistently across participating locations and branches

Members may access pricing through:

- direct quotation requests
- Account Managers
- Inside Sales representatives
- online account access where applicable
- branch support teams
- project and procurement support personnel

Quotation Process

Members may request quotations through:

- email
- phone
- direct Account Manager engagement
- branch locations
- Inside Sales teams
- project and technical specialists
- online communication channels

Depending on the requirement, quotations may include:

- standard product pricing
- project pricing
- bulk or strategic pricing reviews
- product alternatives
- freight considerations
- inventory availability
- lead time information
- technical recommendations

EBH's technical divisions, including Automation & Control, Lighting & Controls, Process Instrumentation, Data Communications, and Project & Corporate Contracts, may also assist with technical evaluations and application support where required.

Ordering Methods

Members may place orders through multiple procurement channels, including:

- direct branch purchase
- email orders
- phone orders

	• Account Manager support • Inside Sales representatives • online ordering through the EBH website • integrated procurement platforms where applicable As identified in the original submission, EBH also supports electronic procurement capabilities including: • EDI integration • PunchOut catalog support • procurement platform integration • customized reporting capabilities Member Support and Ongoing Access EBH's customer service and operational support teams remain available throughout the agreement term to assist members with: • onboarding and account setup • pricing and contract support • product sourcing • order tracking • inventory availability • technical assistance • warranty and return coordination • reporting and procurement support This flexible multi-channel access model allows Canoe members to engage with EBH in the manner best suited to their operational, procurement, and geographic requirements while maintaining responsive local support and consistent contract administration.
Are your products available through an e-marketplace platform? If yes, please explain the options to connect to your e-marketplace i.e. business to business, punch out, API, and any limitations on compatible systems. Include a link to your e-marketplace.	Yes. EBH provides members of Canoe Procurement Group of Canada with access to digital procurement and e-commerce solutions through the https://ebhorsman.com/ and integrated procurement capabilities designed to support public sector, institutional, industrial, and commercial purchasing requirements. EBH supports multiple e-marketplace and procurement integration options including: • Business-to-business (B2B) account integration • PunchOut catalogue capability • EDI integration • Customized reporting interfaces • ERP and procurement platform connectivity eMarketplace and Online Ordering Capabilities Through the EBH online platform, members may: • Search products and inventory • Access account-specific pricing • Request quotations • Place orders online • Review order history • Access technical product information and specifications • Manage procurement activities through authorized user accounts The platform supports account-based purchasing aligned with Canoe contract pricing and member account structures. Procurement Integration Options

	EBH supports several procurement connectivity options depending on member requirements and system compatibility, including: Business-to-Business (B2B) Integration EBH can support direct electronic procurement integration between member ERP/procurement systems and EBH's internal systems to improve purchasing efficiency and automate transactional workflows. PunchOut Catalogue Capability EBH supports PunchOut catalogue integration allowing authorized users to: • access EBH product catalogues directly from their procurement platform • view contract pricing • create shopping carts • return approved carts back into the member's procurement workflow for approval and purchase processing PunchOut capabilities are commonly used with platforms such as: • SAP Ariba • Coupa • Oracle • Other compatible procurement systems EDI Integration As identified in the original submission, EBH supports EDI capabilities for: • Purchase orders • Order acknowledgements • Invoicing • Procurement transaction processing API and Custom Integration Support Depending on the member's procurement infrastructure and requirements, EBH can work collaboratively with members and third-party providers to evaluate additional integration opportunities and customized data exchange requirements. System Compatibility and Limitations Compatibility may vary depending on: • Member ERP/procurement platforms • PunchOut standards • Integration requirements • Internal IT infrastructure • Security and approval workflows Some custom integrations may require: • Additional implementation coordination • Third-party support • Testing and validation • Member-side configuration and approval processes EBH works collaboratively with members during onboarding and implementation to determine the most appropriate and compatible procurement integration approach. Reporting and Procurement Visibility EBH's Epicor Prophet 21 ERP platform and MITS reporting systems support:
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	• Purchasing analysis • Customizable reporting • Inventory visibility • Order tracking • Procurement reporting • Contract utilization monitoring This digital procurement model helps Canoe members improve purchasing efficiency, streamline ordering processes, increase pricing visibility, and support operational procurement requirements across multiple locations and departments.
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?	EBH recognizes that many public sector organizations may already have established purchasing relationships, branch accounts, pricing structures, or operational workflows in place prior to joining the Canoe Procurement Group of Canada agreement. Where an existing public sector customer wishes to transition onto the Canoe offering, EBH would align the account to the contract structure, activate applicable pricing, and review any current workflows that need to be carried forward. The transition approach is intended to preserve continuity while moving the customer onto the Canoe agreement in a clear and controlled manner. In situations where an existing public sector customer wishes to transition or onboard onto the Canoe offering, EBH would work collaboratively with the member and Canoe to ensure a smooth and efficient transition while maintaining operational continuity and procurement compliance. As outlined in our original RMA submission, EBH's onboarding and implementation approach is designed to support: • Account alignment • Pricing implementation • Procurement integration • Operational continuity • Member communication and support Onboarding and Transition Process EBH's approach would generally include: 1. Review of the existing customer account structure and purchasing activity. 2. Validation of Canoe member eligibility and onboarding requirements. 3. Alignment of the customer account under the Canoe agreement structure. 4. Implementation of Canoe pricing and applicable program terms. 5. Coordination of any procurement system or ERP updates required. 6. Communication with the member's procurement, finance, and operational stakeholders. 7. Ongoing support during the transition period. Canoe would be established as the parent account structure within EBH's system, with participating members linked beneath the agreement for pricing and reporting consistency. Maintaining Operational Continuity EBH's priority during onboarding would be to ensure there is minimal disruption to the member's: • Purchasing activities • Inventory access • Project support • Order processing

	• Pricing visibility • Reporting requirements • Operational workflows Existing customer contacts, branch relationships, and support resources would remain in place wherever practical to maintain continuity and service responsiveness. Review of Existing Agreements or Pricing If the member already has: • A separate pricing agreement • Project pricing structure • Inventory management program • Procurement integration • Service arrangement Procurement and System Integration Support Where applicable, EBH can also support: • PunchOut integration • EDI connectivity • Procurement platform alignment • Account mapping • Customized reporting • Online account access • Contract pricing visibility EBH supports electronic procurement capabilities and customizable reporting through its Epicor Prophet 21 ERP platform and MITS reporting systems. Collaborative Member Support Throughout the onboarding process, EBH's Branch/Account Managers, Inside Sales teams, District Managers, and Strategic Supply Agreement would work closely with the member and Canoe representatives to: • Answer questions • Coordinate implementation activities • Support procurement alignment • Resolve operational issues • Ensure a successful transition onto the Canoe offering This collaborative approach allows existing public sector customers to transition onto the Canoe agreement efficiently while maintaining local support, operational continuity, and procurement consistency.
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Shipping, Freight

#	Question	Response *
1	Explain your delivery model.	EBH's delivery model combines branch pickup, scheduled local delivery, supplier-direct shipment, and project-coordinated logistics to support routine, maintenance, and project-based member requirements. The model is intended to provide flexibility by matching the delivery method to the product, urgency, and destination involved. EBH's delivery model combines local branch inventory, regional distribution capabilities, supplier-direct shipment options, and coordinated logistics support to provide members with responsive and flexible delivery solutions aligned with their operational requirements.

		Regional Delivery Network As outlined in the original RMA submission, EBH operates 21 branch locations across British Columbia, Alberta, and Saskatchewan supported by Inside Sales teams, Field Account Managers, Business Development personnel, technical specialists, and operational support staff. This regional structure allows EBH to support: • Local branch pickup • Scheduled deliveries • Emergency and priority deliveries • Direct shipment from suppliers • Project staging and coordination • Jobsite and facility deliveries • Inventory replenishment programs • Vendor Managed Inventory (VMI) support Members are aligned with the branch location best suited to support their operational and geographic requirements. Delivery Capabilities EBH's delivery model is designed to provide flexibility based on: • Member location • Product type • Inventory availability • Operational urgency • Project requirements As identified in the original submission: • Many stocked products can typically be shipped within 24 to 48 hours depending on product availability and location • EBH targets a minimum Delivered in Full On Time (DIFOT) performance level of 95% • Average shipment delays for stocked products are targeted at less than five days Inventory and Distribution Support EBH supports its delivery model through: • Local branch inventory • Regional inventory coordination • Centralized procurement support • Supplier-direct fulfillment • Inventory replenishment planning • Strategic supplier partnerships EBH maintains relationships with over 275 stocking suppliers and more than 775 active suppliers to support inventory access, sourcing flexibility, and supply continuity. Technology and Reporting Support EBH's Epicor Prophet 21 ERP platform and MITS reporting systems support: • Order tracking • Shipment monitoring • Inventory visibility • Procurement reporting
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		• Customer purchasing analysis • Operational reporting capabilities • Canoe Member focused delivery approach EBH's delivery model is designed to provide Canoe members with: • Responsive local support • Flexible delivery options • Coordinated logistics management • Inventory availability • Operational continuity • Supply chain reliability
2	Explain how your shipping and freight costs are calculated, as well as any related weight, geographical considerations and restrictions for remote or otherwise hard to access locations included in your offering.	EBH calculates shipping and freight based on the practical factors that drive transportation cost, including shipment size, weight, origin, delivery location, urgency, and any special handling requirements. Freight and lead times may vary further for remote or difficult-to-access destinations where carrier access, transportation method, or delivery frequency is limited. EBH's freight and delivery approach is based on a combination of: • Shipment size and weight • Product dimensions • Shipment urgency • Delivery location • Carrier availability • Inventory source location • Project-specific delivery requirements • Freight and shipping methodology Shipping and freight costs are generally calculated based on: • total shipment weight and dimensions • carrier freight rates • delivery distance • fuel surcharges where applicable • shipment method and urgency • special handling requirements • remote or non-standard delivery conditions Depending on the order size, location, and agreement structure, freight may be: • Included within product pricing • Quoted separately • Prepaid and charged if member approves EBH works collaboratively with members to identify the most practical and cost-effective delivery approach based on operational requirements and location. Regional and Remote Delivery Support EBH supports members through 21 branch locations across Western Canada combined with supplier-direct shipment capabilities and regional logistics coordination. This network supports deliveries to: • Urban and municipal facilities • Institutional and educational facilities • Industrial operations • Utility and infrastructure projects

		• Remote and rural communities • Mining, forestry, marine, and resource-based locations EBH recognizes that freight costs and delivery timelines may vary for remote or difficult-to-access locations depending on: • Carrier access limitations • Weather conditions • Transportation infrastructure • Ferry or air transport requirements • Oversized or hazardous material handling requirements • Delivery scheduling constraints • Remote and hard-to-access locations For remote or otherwise hard-to-access locations, additional freight considerations may include: • Extended delivery lead times • Special carrier arrangements • Reduced carrier frequency • Additional handling charges • Minimum order quantities for direct shipments • Air, marine, or specialized transportation requirements EBH works proactively with members, carriers, and supplier partners to coordinate logistics and minimize operational disruption for remote deliveries wherever possible. Freight Coordination and Project Support For larger operational programs and projects, EBH may provide: • Consolidated shipments • Scheduled delivery programs • Project staging and coordination • Supplier-direct shipments • Emergency and expedited freight coordination • Inventory replenishment planning • Customer-specific logistics support EBH's Project and Strategic Supply Agreement team supports coordination between branches, suppliers, and logistics providers to improve delivery efficiency and operational continuity. Service Monitoring and Delivery Performance EBH monitors delivery performance through its Epicor Prophet 21 ERP platform and operational KPI framework, including: • Delivered in Full On Time (DIFOT) target of minimum 95% • Shipment tracking and monitoring • Inventory visibility • Carrier coordination • Order status communication EBH's delivery and freight approach is designed to provide Canoe members with flexible logistics support, responsive communication, and practical transportation solutions aligned with the geographic and operational realities of Western Canada.
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3	Explain any variances in freight and shipping methodology between the various categories ie stock items versus specialty equipment, custom orders, etc, .	EBH recognizes that freight, shipping methods, and delivery requirements may vary depending on the product category, inventory availability, project requirements, and geographic location of the Canoe Procurement Group of Canada member. EBH's shipping methodology is designed to provide flexible and practical delivery solutions while balancing operational efficiency, freight costs, product availability, and project timelines. Stocked Inventory Items For regularly stocked products, EBH primarily utilizes: • Local branch inventory • Regional warehouse replenishment • Scheduled branch delivery routes • Standard courier and freight carriers • Branch pickup options Many stocked products can typically be shipped within 24 to 48 hours depending on inventory availability and location. Freight costs for stocked products are generally influenced by: • Shipment size and weight • Delivery distance • Order value • Carrier method • Urgency of delivery Stock inventory shipments generally provide the most cost-effective freight structure due to: • Consolidated inventory positioning • Regular carrier schedules • Branch distribution efficiencies • Standardized packaging and handling • Special order and non-stock products For non-stock or special-order products, freight methodology may vary depending on: • Manufacturer location • Supplier lead times • Product dimensions and weight • Import or cross-border requirements • Project timelines • Specialized handling requirements Special-order items may be: • Shipped directly from the manufacturer to the member site • Consolidated through an EBH branch location • Staged for project coordination purposes • Scheduled based on project timelines and site readiness Additional freight considerations for special-order products may include: • Oversized freight charges • Manufacturer direct freight policies • Minimum order requirements • Custom packaging and crating
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		• Expedited shipping requirements • International shipping coordination where applicable • Specialty equipment and project materials For specialty equipment, infrastructure products, or project-based materials, EBH may utilize customized logistics planning and coordinated delivery scheduling. Depending on the application, this may include: • Project staging • Phased deliveries • Direct-to-site shipments • Coordinated supplier deliveries • Heavy freight carriers • Crane or specialized unloading coordination • Consolidated project shipments • Customer-specific delivery scheduling EBH's Project, Branch and Strategic Supply Agreement teams support coordination between suppliers, branches, carriers, and customer stakeholders to improve delivery efficiency and operational continuity. Remote and Hard-to-Access Locations Freight methodology may also vary for remote or resource-based locations depending on: • Carrier accessibility • Weather conditions • Transportation infrastructure • Ferry or air transport requirements • Reduced carrier frequency • Oversized or hazardous material regulations In these situations, additional freight charges, extended lead times, or specialized transportation arrangements may apply. Freight Flexibility and Member Support EBH works collaboratively with members to determine the most appropriate shipping and freight approach based on: • Operational urgency • Inventory availability • Total landed cost • Project timelines • Site conditions • Procurement requirements EBH monitors delivery performance through its Epicor Prophet 21 ERP platform and operational KPI framework, including: • Shipment tracking • Order status communication • Inventory visibility • Delivered in Full On Time (DIFOT) performance monitoring • carrier coordination and escalation support
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		This flexible delivery model allows EBH to support Canoe members with responsive logistics coordination, practical freight solutions, and operational support across a wide range of product categories and geographic regions throughout Western Canada.
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Depth and breadth of categories of electrical components offered

If you are not including a specific category, please enter N/A in the cost plus max % mark-up cell.

Electrical Categories	Included in your offering *	Provide the cost plus maximum % mark-up *	Sample list of items included *	Comments-exceptions
Automation and Control	☒ Yes ☐ No	35%	6ES7214-1AG40-0XB0 6GK1901-1GA00 TALK2M-LIGHT (TM50044)	
Power Distribution Equipment	☒ Yes ☐ No	32%	U065P W0204ML1060 Q230	
Fuses and Circuit Protection	☒ Yes ☐ No	30%	JKS-5 TR50R A4J6	
Sensors, Switches, and Relays	☒ Yes ☐ No	35%	56.32.8.024.0054 46.61.9.024.0074 3SU1051-6AA40-0AA0	
Raceways and Conduit Systems	☒ Yes ☐ No	32%	PN03L08WH 1/2 EMT CONDUIT CON10007 3/4IN X 10FT PVC B/E CSA RIG CO	
Electrical Fittings and Hardware	☒ Yes ☐ No	30%	ST050-464 2610 1101-CW	
Electrical Enclosures and Boxes	☒ Yes ☐ No	30%	BC52171-K BC8365 BC1110R	
Wire and Cable	☒ Yes ☐ No	30%	TECK 2C10 600V CU AC90 3C12 X75 CU RW90 12 STR BLK X300 CU	
Connectors and Terminations	☒ Yes ☐ No	29%	2713 515CV CR15-W	
Lighting	☒ Yes ☐ No	30%	24CGTS-NUV FW4-LED41-H-VK-DIM LED/C9/S2/A/60M/E17/STD (68843)	
Alarms and Signaling	☒ Yes ☐ No	26%	BK125LWH SCK6203 CM-CXWEC10	
Renewable and	☒ Yes	31%	CM-S1-FL-BCCE	

Energy Solutions	☐ No		CMSX4XX4 COPS0001-FL-P07	
Electrical Tools	☒ Yes ☐ No	35%	30-696 645-1-3/8 D2000-48	
Data and Communications	☒ Yes ☐ No	33%	41080-1WP WICD0901BL 61110-RE6	
Optional - Additional items/category you want to include in your offering	☐ Yes ☒ No	n/a	n/a	
Optional - Additional items/category you want to include in your offering	☐ Yes ☒ No	n/a	n/a	

Depth and breadth of categories of line maintenance equipments

If you are not including a specific category, please enter N/A in the Average cost plus % cell.

#	Electrical Categories	Included in your offering *	Average cost plus % *	Sample list items included
1	Utility, High-Voltage, Lineman Specialty	☐ Yes ☒ No	N/A	
2	Personal Protective Equipment	☐ Yes ☒ No	N/A	
3	Working at Heights Equipment	☐ Yes ☒ No	N/A	
4	Line Construction and Maintenance Tools	☐ Yes ☒ No	N/A	
5	Pulling, Lifting, and Rigging Equipment	☐ Yes ☒ No	N/A	
6	Testing, Measurement, and Diagnostic Equipment	☐ Yes ☒ No	N/A	
7	Jobsite and Field Equipment	☐ Yes ☒ No	N/A	
8	Bucket, and Equipment Mounting Systems	☐ Yes ☒ No	N/A	
9	Electrical Hardware and System Components	☐ Yes ☒ No	N/A	

Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

#	Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	Yes
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	Microsoft Co-Pilot. Support with utilizing data from EBH's internal database and the previous 2021 EBH/Canoe contract updated.
3	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	AI tools were used to support the development, organization, and refinement of portions of this RFP response. The use of AI was limited to administrative, drafting, and content enhancement functions, while all final content, operational commitments, technical information, pricing, and strategic direction were reviewed and approved by EBH personnel. Specific examples of AI-assisted contributions included: • Assisting with the organization and formatting of proposal responses • Improving clarity, grammar, and readability of written content • Helping summarize technical and operational information into concise procurement-focused responses • Supporting consistency of terminology and response structure throughout the proposal • Assisting in identifying themes and differentiators relevant to the solicitation requirements • Helping draft preliminary response content based on information provided by EBH subject matter experts • supporting the development of executive summaries and customer-focused messaging AI tools were not used to generate pricing, contractual commitments, compliance statements, certifications, or operational claims without human review and validation. All final responses were reviewed by EBH personnel to ensure accuracy, alignment with company capabilities, and consistency with the requirements of the solicitation. EBH views AI as a support tool that can improve proposal efficiency, document organization, and communication quality while maintaining human oversight, operational accountability, and final management approval.

Reporting

Question	Response
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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.	If awarded the contract, EBH will implement an internal self-audit process focused on validating contract pricing application, agreement attribution, reporting completeness, and administrative fee accuracy. The purpose of this process is to support compliance with Canoe requirements and help ensure members receive the correct pricing and that all applicable contract sales are captured accurately. If awarded the contract, EBH will implement an internal self-audit and compliance review process designed to help ensure: • Canoe members receive the correct contract pricing and discounts • Purchases are properly aligned to the Canoe agreement • Sales reporting is accurate and complete • Administrative fees are calculated correctly • Operational and procurement requirements are consistently followed Canoe member accounts would be structured under a centralized parent account framework within EBH's ERP system to support pricing consistency, reporting accuracy, and account visibility across participating locations and branches. EBH's self-audit and compliance methodology would include the following measures: 1. Contract Pricing Validation Canoe contract pricing would be electronically linked within EBH's Epicor Prophet 21 ERP system to participating member accounts to help ensure the correct pricing structure is automatically applied at the time of quotation and order entry. Periodic pricing reviews would be conducted by: • Account Managers • Branch Management • Pricing Administration personnel • Strategic Supply Agreement leadership These reviews would help validate: • Pricing accuracy • Discount alignment • Supplier updates • Approved pricing changes • Contract applicability 2. Sales Reporting Verification EBH's MITS reporting platform and ERP reporting tools would be utilized to track and validate Canoe-related sales activity and generate contract-specific reporting. Monthly reporting reviews would include validation of: • Member account numbers • Contract identification • Transaction dates • Invoice values • contract sales totals • Provincial segmentation requirements • Applicable contract spend EBH understands the requirement to provide detailed monthly reporting and segmented provincial reporting related to contract activity.
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	3. Internal Operational Reviews Quarterly operational reviews would be conducted involving: • District Managers • Branch Managers • Account Managers • Strategic Supply Agreement personnel • Customer Service leadership These reviews would monitor: • Contract adoption • Member onboarding • Pricing compliance • Reporting accuracy • Service performance • Issue resolution trends • Member feedback • Contract utilization activity 4. Exception and Escalation Management Any identified pricing discrepancies, reporting inconsistencies, or operational concerns would be escalated through EBH's established management structure, including: • Branch Management • District Management • Director of Strategic Supply Agreements Corrective actions may include: • Pricing corrections • Account reviews • Reporting adjustments • Staff retraining • Supplier coordination • Process improvements 5. Ongoing Continuous Improvement EBH would work collaboratively with Canoe to support: • Periodic business reviews • Reporting transparency • Issue resolution • Member feedback discussions • Operational optimization opportunities EBH understands Canoe may conduct reviews or audits related to reporting and program performance. EBH's overall objective is to maintain a transparent, accountable, and consistent contract administration process that supports accurate pricing, reliable reporting, operational compliance, and long-term value for Canoe members.
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	If awarded the contract, EBH will implement a structured monthly reporting workflow using its ERP and reporting tools to identify Canoe-related transactions, validate the data, and submit the required report within the specified timeline. The process is intended to provide Canoe with timely, accurate, and consistent sales reporting each month.

EBH understands that monthly sales reports are required no later than the fifteenth (15th) day of each month and must include detailed member, transaction, and sales information.

If awarded the contract, EBH will implement a structured monthly reporting process utilizing its Epicor Prophet 21 ERP platform, MITS reporting systems, and Strategic Supply Agreement oversight structure to ensure compliance with Canoe's reporting requirements.

EBH understands that monthly sales reports are required no later than the fifteenth (15th) day of each month and must include detailed member, transaction, and sales information.

Reporting Process

EBH's reporting process would generally include the following steps:

1. Canoe Account Structure Setup

Participating Canoe members would be established within EBH's ERP system under a centralized Canoe parent account structure to support:

- Contract identification
- Pricing consistency
- Sales tracking
- Reporting visibility
- Provincial segmentation

As identified in the original RMA submission, this structure supports consistent reporting and account management across participating locations and branches.

2. Automated Sales Data Collection

Throughout the month, all Canoe-related transactions would be electronically captured and coded within EBH's ERP platform.

The system would track:

- Member account information
- Canoe contract identification
- Purchase order numbers
- Transaction dates
- Invoice dates
- Delivery dates
- Product sales values
- Applicable contract spend

3. Monthly Reporting Compilation

At the end of each reporting cycle, EBH's reporting and Corporate Contracts teams would generate monthly sales reports using Epicor Prophet 21 and MITS reporting tools. Reports would be reviewed to validate:

- Account alignment
- Pricing accuracy
- Sales categorization
- Provincial segmentation
- Completeness of contract activity

4. Internal Validation and Compliance Review

Prior to submission, the reports would undergo an internal review process involving:

- Strategic Supply Agreement personnel
- Pricing administration

	• Branch and District Management where required • Reporting and finance support personnel This review process is intended to help ensure: • Accurate reporting • Proper contract attribution • Consistency with Canoe requirements • Correct administrative fee calculations • Identification of discrepancies or exceptions 5. Submission to Canoe Finalized reports would be submitted electronically to Canoe in the required format and within the timelines established in the Program Agreement. As outlined in the Canoe Draft Program Agreement, reports would include: • Member name and number • Address and province • Canoe contract number • Purchase order number • Transaction and accounting dates • Delivery date • Total purchases 6. Ongoing Monitoring and Continuous Improvement EBH's reporting process would also support: • Quarterly reports • Contract utilization monitoring • Member participation analysis • Procurement trend reviews • Operational KPI tracking • Continuous improvement initiatives EBH's ERP and reporting systems support customizable reporting, purchasing trend analysis, inventory visibility, and contract performance monitoring. EBH's objective is to provide Canoe with accurate, transparent, and timely reporting while maintaining strong operational oversight and accountability throughout the term of the agreement.
Please include the name, title and email of the person who will be responsible to provide monthly reporting to Canoe.	The following individual will be responsible for coordinating and providing monthly sales reporting to Canoe Procurement Group of Canada: Name: Trevor Jans Title: Strategic Supply Agreements Support Company: E.B. Horsman & Son Ltd. Email: tjans@ebhorsman.com The reporting contact will work collaboratively with EBH's Strategic Supply Agreements, Pricing Administration, Finance, and ERP reporting teams to ensure reporting accuracy, contract compliance, and timely submission of all required Canoe sales and administrative reporting.
Do you allow public entities to order from multiple contracts and GPOs?	No. EBH does not permit public entities to combine or stack pricing from multiple contracts or Group Purchasing Organizations (GPOs) for the same transaction or purchase order. Customers participating in the Canoe Procurement Group of Canada agreement would

	receive the pricing, discounts, and terms specifically associated with the Canoe contract. If a member has access to multiple procurement agreements or contracts, they would need to choose one or the other. EBH's ERP and pricing systems are structured to apply the appropriate contract pricing based on the participating agreement, member account structure, and purchase authorization to help ensure pricing consistency, reporting accuracy, and contract compliance.
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?	N/A

Pricing Structure

Proponents should describe their pricing structure.

Question	Answer *
Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Canoe discounted price) on all of the items that you want Canoe to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	EBH proposes a hybrid pricing model designed to provide Canoe members with transparent, competitive, and sustainable pricing across a broad range of electrical products. The Canoe pricing structure will consist of a combination of: • Manufacturer list price less category-specific discounts • Contract-specific net pricing for strategic product groups • Cost-plus pricing for select project, specialty, engineered, and non-stock products • Quoted project pricing for large capital projects and one-time procurement opportunities This approach ensures Canoe members receive competitive pricing across both frequently purchased stocked products and specialized products where manufacturer costs, market conditions, and project requirements may vary.
Quantify the pricing discount represented by the pricing proposal in this response. For this RFP the pricing model is cost plus. State the percentage or percentage range.	18-35%
Describe any cost-saving opportunities available to Canoe Members. This may include, but is not limited to, volume-based discounts, early payment discounts, seasonal markdowns etc. Specify any conditions or thresholds required to qualify for these discounts, and detail how they would be applied to the final pricing Canoe Members will pay.	EBH proposes a hybrid pricing model designed to provide Canoe members with transparent, competitive, and sustainable pricing across a broad range of electrical, automation, lighting, datacom, industrial, safety, and infrastructure products. The Canoe pricing structure will consist of a combination of: • Manufacturer list price less category-specific discounts • Contract-specific net pricing for strategic product groups • Cost-plus pricing for select project, specialty, engineered, and non-stock products • Quoted project pricing for large capital projects and one-time procurement opportunities This approach ensures Canoe members receive competitive pricing across both frequently purchased stocked products and specialized products where manufacturer costs, market conditions, and project requirements may vary.

Standard Product Pricing

For regularly stocked products, pricing will generally be based on manufacturer published price lists with predetermined contract discount structures by product category and manufacturer group.

Examples may include:

- Wire and cable
- Conduit and fittings
- Distribution equipment
- Lighting products
- Wiring devices
- Safety products
- Datacom products
- Industrial automation components

Detailed manufacturer-specific discount schedules and product category discounts are provided in the Pricing Workbook submitted through the Canoe Account.

Cost-Plus Pricing

For specialty products, engineered solutions, non-stock materials, project-specific requirements, and products where published manufacturer pricing is not available, EBH proposes a cost-plus pricing model.

Under this approach, pricing will be based on:

- Supplier acquisition cost
- Applicable freight where required

A predetermined contract markup percentage

This model provides transparency and ensures Canoe members receive fair and consistent pricing while allowing EBH to respond to changing manufacturer costs, supply chain conditions, and project-specific requirements.

Examples may include:

- Custom assemblies
- Engineered products
- Special-order equipment
- Large project procurements
- Non-stock manufacturer-direct shipments
- Emerging technology products

Project and Strategic Pricing

For large capital projects, infrastructure upgrades, and significant procurement opportunities, EBH may provide additional project-specific quotations leveraging:

- Manufacturer project pricing
- Volume incentives
- Strategic sourcing opportunities
- Supplier-funded promotions
- This allows Canoe members to access the most competitive pricing available for larger procurement initiatives.

Pricing Materials

Detailed pricing information, including:

- Manufacturer listings
- Product categories
- SKU information where applicable

	• Standard/list pricing • Canoe contract pricing methodology • Discount schedules • Cost-plus categories
Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	EBH recognizes that Canoe members may occasionally require products, equipment, or services that are not included within the standard contract pricing schedules, manufacturer discount structures, or published catalogues. These requirements are commonly referred to as "sourced products," "open market items," "special-order products," or "non-standard options." To support these requests, EBH proposes a flexible sourcing model that provides members with access to a broad network of manufacturers, suppliers, and specialty solution providers while maintaining transparency and competitive pricing. Open Market and Sourced Product Methodology For products not included within the standard Canoe pricing schedule, Pricing would generally be based on: • Supplier acquisition cost • Applicable inbound freight where required • Applicable taxes Products Eligible for Cost Plus Pricing Examples may include: • Specialty electrical equipment • Custom assemblies • Engineered solutions • Non-stock products • Emerging technology products • Manufacturer-direct purchases • Specialty industrial and automation products Quotation Process When a member requests a sourced or non-standard product, EBH will: 1. Review the technical and operational requirements. 2. Source the product through qualified manufacturers or suppliers. 3. Work to obtain the most competitive available cost. 4. Provide a formal quotation outlining: • product description • manufacturer • quantity • lead time • freight considerations • pricing methodology • total quoted price 5. Obtain member approval prior to order placement. Value-Added Support Where appropriate, EBH may also leverage: • Manufacturer project pricing • Supplier promotions • Strategic sourcing opportunities • Alternative product recommendations to further reduce member costs.

	Services and Specialty Solutions For related services not covered by the standard pricing schedule, including specialized technical services, custom solutions, or project-specific support, EBH may provide a separate quotation based on: • Scope of work • Labour requirements • Third-party costs • Equipment requirements • Project duration All pricing would be reviewed and approved by the member prior to commencement. Commitment to Canoe Members EBH's objective is to provide Canoe members with access to a broad range of products and services beyond the standard contract offering while maintaining competitive pricing, transparency, and procurement flexibility. This approach ensures members can leverage the Canoe agreement as a primary procurement vehicle while still accessing specialized products and solutions when operational requirements arise.
Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Eco fees on batteries/lighting
Outline how prices may be subject to change over the term of the agreement.	Margin will stay the same but pricing will change when the cost of the item is changed by the manufacturer.
Specify any exceptions for specialty, non-stock or custom items which may have different shipping and pricing structure.	EBH strives to provide consistent pricing and freight terms across the broad range of products offered under the Canoe agreement. However, certain specialty, non-stock, custom, or manufacturer-direct products may require exceptions to the standard pricing and shipping structure due to supplier requirements, product characteristics, or logistics considerations. Specialty, Non-Stock, and Custom Product Exceptions The following categories may be subject to alternative pricing and freight methodologies: • Special-order products not normally stocked by EBH • Custom-manufactured or engineered products • Project-specific equipment and assemblies • Manufacturer-direct shipments • Large distribution equipment • Switchgear and control panels • Custom lighting packages • Specialty automation and instrumentation products • Oversized or overweight products • Products requiring special handling, crating, or packaging • Imported or factory-direct products

Pricing Structure

Where standard Canoe discount schedules are not applicable, pricing may be provided using one of the following methods:

- Project-specific quotations supported by manufacturer pricing programs
- Net pricing established directly by the manufacturer
- Competitive quotations obtained through strategic sourcing initiatives

All pricing will be disclosed and approved by the member prior to order placement.

Freight and Shipping Exceptions

Certain products may require alternative freight arrangements due to:

- Size or weight restrictions
- Direct shipment from the manufacturer
- Specialized transportation requirements
- Remote delivery locations
- Expedited delivery requests
- International sourcing requirements
- Hazardous material handling requirements
- Crating, rigging, or special packaging requirements

In these situations, freight charges may be:

- Included in the quotation
- Identified as a separate line item
- Based on actual freight costs incurred
- Coordinated directly through the manufacturer or logistics provider

Project and Infrastructure Procurements

For large capital projects, infrastructure upgrades, utility projects, and facility expansions, EBH may provide customized logistics and pricing solutions including:

- Project pricing
- Staged deliveries
- Consolidated shipments
- Factory-direct deliveries
- Site-specific logistics planning
- Inventory staging and storage programs

Member Communication and Approval

Where exceptions apply, EBH will clearly communicate:

- Product availability
- Lead times
- Pricing methodology
- Freight methodology
- Any applicable manufacturer conditions
- Delivery schedules

Members will receive a formal quotation outlining all applicable pricing and freight considerations prior to order placement.

EBH's objective is to provide Canoe members with transparent pricing, competitive sourcing, and practical logistics solutions while maintaining flexibility to support specialized products, custom requirements, and unique project needs that fall outside standard catalogue offerings.

Pricing classification

#	The pricing offered is:	Select 1 yes	Pricing methodology for the one you selected "yes"
1	The same as the Proponent typically offers to an individual public entity such as municipality, city, university, or schoolboard OR	☐ Yes ☒ No	
2	The same as the Proponent typically offers to Group Purchasing Organizations, or provincial entities OR	☐ Yes ☒ No	
3	Better than the Proponent typically offers to Group Purchasing Organizations, or provincial entities.	☒ Yes ☐ No	Discounts based on the total spend of Canoe Members and presented to the manufacturer for additional support.

Invoicing model

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.

Invoicing model	Answer *
I agree with the invoicing model using LBMX	☒ Yes ☐ No

Addenda, Terms and Conditions

PART D -TERMS AND CONDITIONS OF THE SOLICITATION PROCESS

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

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

1.1.1 Ability to Provide Deliverables

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

1.1.1.2 Non-Binding Pricing

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

1.1.2 Proposals in English

All proposals are to be in English only.

1.1.3 No Incorporation by Reference

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

1.1.4 Past Performance

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

1.1.5 Information in SOLICITATION Only an Estimate

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

1.1.6 Proponents to Bear Their Own Costs

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

1.1.7 Proposal to be Retained by Canoe

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

1.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

1.1.9 Trade Agreements

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

- Comprehensive Economic and Trade Agreement between Canada and the European Union, Chapter 19 (Government Procurement)
- Canadian Free Trade Agreement, Chapter 5 (Government Procurement)
- New West Partnership Trade Agreement, Article 14 (Procurement) and Part V, Section C (Exceptions: Government Procurement)

- Trade and Cooperation Agreement Between Ontario and Quebec, Chapter 9
- Atlantic Procurement Agreement
- Ontario Broader Public Sector (BPS) Procurement Directive

1.2 Communication after Issuance of Solicitation

1.2.1 Proponents to Review Solicitation

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

1.2.2 All New Information to Proponents by Way of Addenda

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

1.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

1.2.4 Verify, Clarify, and Supplement

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

1.2.5 Restricted Communications

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

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

1.2.6 Authorized Communications, Amendments, Waivers

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

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

1.3 Notification and Debriefing

1.3.1 Notification to Other Proponents

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

1.3.2 Debriefing

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

1.3.3 Procurement Protest Procedure

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

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

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

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

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

EMAIL: proposals@canoeprocurement.ca

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

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

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

1.4 Conflict of Interest and Prohibited Conduct

1.4.1 Conflict of Interest

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

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

1.4.2 Disqualification for Conflict of Interest

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

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

1.4.3 Disqualification for Prohibited Conduct

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

1.4.4 Prohibited Proponent Communications

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

1.4.5 Proponent Not to Communicate with Media

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

1.4.6 No Publicity or Promotion

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

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

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

1.4.7 No Lobbying

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

1.4.8 Illegal or Unethical Conduct

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

1.4.9 Supplier Suspension

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

1. illegal or unethical conduct as described above;
2. the refusal of the supplier to honor its submitted pricing or other commitments;
3. engaging in litigious conduct, bringing frivolous or vexatious claims in connection with Canoe's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
4. any conduct, situation, or circumstance determined by Canoe, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

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

1.5 Confidential Information

1.5.1 Confidential Information of Canoe

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

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

1.5.2 Confidential Information of Proponent

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

submitted to the SOLICITATION Contact.

1.6 Procurement Process Non-Binding

1.6.1 No Contract A and No Claims

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

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

1.6.2 No Contract until Execution of Written Agreement

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

1.6.3 Non-Binding Price Estimates

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

1.6.4 Cancellation

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

1.6.5 Competition Act

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

1.7 Rights of Canoe Procurement Group of Canada – General

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

1. make public the names of any or all Proponents;
2. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal;
3. waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
4. contact or not contact any or all references provided by the Proponent;
5. verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal;
6. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with CANOE impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the Solicitation;
7. disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of CANOE, and CANOE determines that no reasonable mitigation is possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of CANOE;
8. disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
9. disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
10. disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - a. are subject to final judgments in respect of serious crimes or other serious offences; or
 - b. have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent – including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Proposal, or have made false declarations to CANOE;
11. disqualify any Proponent if the Proponent has failed to pay taxes;
12. make changes, including substantial changes, to this Solicitation provided that those changes are issued by way of addenda in the manner set out in this Solicitation;

13. accept or reject a Proposal if only one Proposal is submitted;
14. accept any Proposal in whole or in part;
15. reject a subcontractor proposed by a Proponent within a consortium;
16. reject a Proposal:
 - a. if CANOE or RMA has initiated a dispute, claim or litigation with that Proponent;
 - b. if that Proponent has initiated or is involved in a dispute, claim or litigation against CANOE or RMA that CANOE or RMA considers to be frivolous, vexatious, without merit and/or unreasonable;
 - c. if the Proponent has failed to satisfy an outstanding debt to CANOE or RMA;
 - d. if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - e. if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
 - f. if CANOE determines that it would not be in the public interest to accept the Proposal;
 - g. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CANOE; or
 - h. cancel this Solicitation process at any stage (without providing reasons), and thereafter issue a new request for proposals, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this Solicitation.

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

1.7.1 No Prohibited Conduct

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

1.7.2 Disclosure of Information

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

1.8 Governing Law and Interpretation

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

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

End of PART D



I have the authority to bind the Proponent.

- Reg Galati, Director Strategic Supply Agreements, E.B. Horsman and Son Ltd.

Conflict of Interest

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

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
CAN-2026-005 - Addendum 01 Mon May 18 2026 04:44 PM	☒	5

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



CANOE SUPPLIER ADMIN FEE TEMPLATE
Monthly Submission of Data Required

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

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