**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: RONA INC.

Supplier Corporate Jurisdiction: 220, chemin du Tremblay Boucherville Québec J4B 8H7

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

Date of Agreement: August 24, 2026 regarding

RFP No. CAN-2026-004

RFP Title Supply of Residential Appliances and Related Services

(the "**RFP**").

**BACKGROUND**

A. Canoe is a public agency serving as a national municipal contracting agency for its Members, and in that capacity issued the RFP for the purchase of goods and/or services.

B. The Supplier is engaged in the business of selling some or all of those goods and/or services, and responded to the RFP.

C. Canoe wishes to enter into an agreement with the Supplier for the purchase of goods and/or services by Members, pursuant to a purchase program administered by Canoe.

D. The Parties wish to set out the terms and conditions upon which those purchases will occur, and under which the purchase program will be administered.

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

## ARTICLE 1
## INTERPRETATION

### 1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

"**Administrative Fee**" means the fee paid by the Supplier to Canoe as described in this agreement (Administrative Fee) and protected under 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**"ATIA"** means the *Access to Information Act,* SA 2024, c A-1.4, as amended or superseded.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 **August 31, 2030** unless terminated in accordance with its provisions. That initial term may be extended by a further period of **one (1)** year by Canoe**,** subject to the prior written consent of the Supplier.

**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 approved adjustments made pursuant to Section 8.1, all Pricing shall be fixed at or below the Pricing listed in Schedule B1 until December 31, 2027.

**3.2 Administrative Fees**

**3.3 Use of LBMX**

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

**3.4 Billings and Payment**

(a) The Member has the option of choosing either CANOE Invoicing or Supplier Invoicing which are outlined below. Unless directed by the Member, the default billing and payment method is CANOE Invoicing.

(b) CANOE Invoicing

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

(ii) All invoices must include:

(A) a 'Bill To' section to the CANOE address;

(B) a 'Ship To' section that includes the Member name, address, and Canoe Member number;

(C) Canoe contract number; and

(D) for each type of Goods/Services purchased by the Member:

(I) detailed description of what was purchased;

(II) quantities, unit price, and extended price (these prices shall include any Administrative Fee based on Section B); and

(III) GST, PST, and/or HST number (stated separately).

(iii) Invoices should <u>not</u> include:

(A) any statement of an Administrative Fee, commission or discount rate; or

(B) any statement that indicates a reduced amount for paying an invoice within a certain time frame.

(iv) CANOE will pay the invoice provided by the Supplier within 30 days of receiving the invoice less the Administrative Fee defined in Schedule B.

(c) Member Invoicing

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

(ii) All invoices must include:

(A) a 'Bill To' section to the Member address;

(B) a 'Ship To' section that includes the Member name, address, and Canoe Member number;

(C) Canoe contract number; and

(D) for each type of Goods/Services purchased by the Member:

(E) detailed description of what was purchased;

(F) quantities, unit price, and extended price (these prices shall include any Administrative Fee based on Section B); and

(G) GST, PST, and/or HST number (stated separately).

(iii) Invoices should not include:

(A) any statement of an Administrative Fee, commission or discount rate; or

(B) any statement that indicates a reduced amount for paying an invoice within a certain time frame.

(iv) Canoe will issue monthly invoices to the Supplier using LBMX for the Administration Fee defined in Schedule B.

(v) The Administrative Fee will be paid monthly within 15 day of receiving the invoice from Canoe/LBMX via electronic funds transfer ("**EFT**") at accounting@canoeprocurement.ca .

(d) To the extent Canoe or any Member requests reasonable supporting documentation regarding invoiced amounts, the Supplier shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Supplier's receipt of that request and the delivery of the relevant supporting documentation to Canoe.

(e) The Supplier should ensure that any person ordering on behalf of a Member provides the Supplier with the Member's Canoe member number for electronic entry on the invoice.

**3.5 Financial Reporting and Record-keeping**

(a) The Supplier will provide monthly sales reports to Canoe using the sales report template provided in Schedule D. The report includes Member purchases under the Program and is due no later than the fifteenth (15th) of each month. If there are no sales to report, the report will indicate $0.

(b) The Supplier must use the sales report template provided in Schedule D.

(c) All reports are to be sent to the Vendor specific LBMX email address in PDF format.

(d) Canoe has approval from participating Members to allow the Supplier to share their purchase data with Canoe for the purpose of financial reporting.

(e) The Supplier will provide segmented reporting on each of the provincial associations represented in this RFP.

(f) The Supplier will provide a business review to Canoe at least annually to discuss the Program sales performance and the deployment and effectiveness of marketing strategies.

(g) The Supplier shall keep and maintain sufficient records in connection with the Program to substantiate that it has performed its obligations hereunder, including as they relate to the payment of the Administrative Fee.

(h) Canoe, its authorized representatives, or an independent auditor identified by Canoe may, at Canoe's expense, upon reasonable prior notice to the Supplier, review or audit the Supplier's records regarding the Supplier's performance of its obligations hereunder. The Supplier shall provide reasonable cooperation in connection with the foregoing and shall disclose or grant reasonable access to any information requested by Canoe, its authorized representatives or an independent auditor in connection with the Program or this Agreement.

## ARTICLE 4
## TRADE-MARKS

### 4.1 Trade-mark License and Branding

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

(a) it is the sole owner of all right, title, and interest in and to its Trade-marks;

(b) any use of the other Party's Trade-marks enures solely to the benefit of that Party and neither Party acquires any rights in the other Party's Trade-marks as a result of such use;

(c) it shall maintain and exercise control over the character and quality of the use of its Trade-marks as used in association with the Program; and

(d) whenever it uses the other Party's Trade-marks in accordance with this Agreement, it shall (i) use such Trade-marks strictly in accordance with that other Party's standards of quality and specifications for appearance and style as may be supplied by that Party from time to time; (ii) use such Trade-marks only in the manner and form approved in writing 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 promptly, 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 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;

## 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, and employees (collectively, the "**Indemnitees**") harmless in respect of any action, claim, demand, cost, charge, losses, and expenses (including reasonable legal costs) ("**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 material 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 either Party without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed.

(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, except as set out in Section 8.1(c).

(c) Notwithstanding Section 8.1(a) and (b), if the Supplier incurs increased costs from its vendors or suppliers that materially affect the Supplier's cost of providing the Goods/Services, including without limitation increases caused by tariffs, surtaxes, duties, taxes, supply chain disruptions, or other market disturbances, the Supplier may provide Canoe with written notice of the cost increase together with reasonable supporting documentation. Upon receipt of such notice, Canoe shall approve a corresponding adjustment to Program Pricing within thirty (30) days to reflect the increased costs.

### 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:

RONA INC.
220, chemin du Tremblay
Boucherville, Québec J4B 8H7

Attention: Blaze Gentile, National Account Manager
Tel: 416.570.3441
Email: Blaze.Gentile@rona.ca

With a copy to RONA Legal Affairs at: Avisjuridiques-Legalnotices@rona.ca

**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, such consent not to be unreasonably withheld or delayed.

**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 (Oct 22, 2026 11:56:24 MDT)
Name: Tyler Hannemann
Title: General Manager

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

Supplier Legal Name: RONA INC.

By: Jamal Hamad
Jamal Hamad (Oct 21, 2025 13:17:50 EDT)

Name: Jamal Hamad
Title: Senior Vice President

By: Sylvain Girard
Sylvain Girard (Oct 26, 2025 10:59:42 EDT)

Name: Sylvain Girard
Title: Chief Financial Officer

**SCHEDULE "A"**

**RFP PARTICULARS**

# PART B – RFP PARTICULARS

## A. THE "DELIVERABLES"

## SOLUTIONS-BASED SOLICITATION

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

The scope of this RFP is residential appliances and related services. Proponents may include related services to the extent that these solutions are complementary to the commodity being proposed.

### 1. Requested Goods/Services

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

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

Members may require:

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

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

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

### 2. Utilisation of the contract – Canoe members

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

| Category | Category Description | Sample Items Include |
|---|---|---|

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

## 3. Requirements

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

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

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

**C. Use of LBMX financial Software**

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

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

**B. MANDATORY SUBMISSION REQUIREMENTS**

**1. Submission and Specification Questionnaires**

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

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

**2. Pricing**

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

**C. MANDATORY TECHNICAL REQUIREMENTS**

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

**D. PRE-CONDITIONS OF AWARD**

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

**E. EVALUATION CRITERIA**

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

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

| Non-Price Rated Criteria Category | Points | Minimum points |
|---|---|---|
| **Experience**<br>-Public sector and not for profit experience<br>-Group purchasing | 20 | 14 |
| **Program offering**<br>-Depth and breadth of offering<br>-Warranty details | 20 | 14 |
| **Delivery, Logistics and Warehousing**<br>-Logistics and fulfillment model<br>-Warehouse and inventory management<br>-Payment mechanisms<br>-Members' ease of access to program offering | 20 | 14 |
| **Engagement sales, marketing and training plan**<br>-Implementation methodology<br>-Contract adoption and management<br>-Reporting Compliance<br>-Sales and distribution network | 10 | 7 |
| **Price Rated Criteria Category** | | |
| **Pricing**<br>-Discounts offered<br>-Pricing structure | 30 | |
| **Total Points** | 100 | |

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

**F. PRICE**

Pricing is worth 30 points of the total score.

**Instructions on How to Provide Pricing**

(a) Proponents should submit their pricing information electronically within the Procurement Portal.

(b) Rates must be provided in Canadian funds, exclusive of all applicable duties and taxes.

(c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

**G. AWARD**

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

[End of Part B]

**SCHEDULE "B"**

**SUPPLIER RESPONSE TO THE RFP**

# RONA Inc. - Proposal Responses

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

## Corporate Profile

| # | Question | Response |
|---|---|---|
| **1** | Proponent Legal Name (and applicable d/b/a if any): | RONA INC. |
| **2** | Proponent Address: | 220, chemin du Tremblay Boucherville (Québec) J4B 8H7 |
| **3** | Proponent Website Address: | https://www.rona.ca/en |
| **4** | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this proposal. | TBA |
| **5** | Proponent's Authorized Representative (name, title, email address) (The representative must have authority to sign on behalf of the Proponent): | Jamal Hamad, Senior Vice-President, Professional Services, Jamal.Hamad@rona.ca |
| **6** | Proponent's primary contact for this proposal (name, title, email address, & phone): | Blaze Gentile, National Account Manager, Professional Services, Blaze.Gentile@rona.ca, (416) 570-3441 |
| **7** | Proponent's other contacts for this proposal if any (name, title, email address, & phone): | Laird Comber, National Account Manager, Professional Services, Laird.Comber@rona.ca, (416) 678-7775 |
| **8** | Proponent GST registration number: | 103039624RT0001 |
| **9** | If the Proponent is representing a consortium each member of that consortium. | No |
| **10** | Where is your headquarters located? | Boucherville, Québec |
| **11** | Do you have 250 or more full time employees in Canada? | Yes |

| | | |
|---|---|---|
| **12** | Do you have 250 or more full time employees in Ontario? | Yes |
| **13** | Provide all “Suspension or Debarment” from public entities in Canada your organisation is currently subject to. | N/A |
| **14** | Does the Proponent identify itself as an "entity" as defined under the Fighting Against Forced Labour and Child Labour in Supply Chains Act or "Bill S211"?As per Bill S211 an "Entity" means a corporation or a trust partnership or other unincorporated organization that(a) is listed on a stock exchange in Canada;(b) has a place of business in Canada does business in Canada or has assets in Canada and that based on its consolidated financial statements meets at least two of the following conditions for at least one of its two most recent financial years:(i) it has at least 20 million in assets(ii) it has generated at least 40 million in revenue and(iii) it employs an average of at least 250 employees; or(c) is prescribed by regulations.Please note that the response to the information is being collected as data collation for internal use only. The response provided either yes or no has no bearing on the ability for Proponents to respond to this RFP. | Yes |

# Appendix A: Proposal Questionnaire (Q-15OU)

## Experience - Public Sector

| # | Question | Response |
|---|---|---|
| **15** | Provide a high level description of the goods you are offering in your proposal. | RONA's appliance program is built on partnerships with the industry's leading OEMs, providing access to innovative, reliable, and energy-efficient products from the world's most recognized manufacturers. This breadth of supplier relationships enables one of the most comprehensive appliance offerings in the |

| | | |
|---|---|---|
| | | Canadian market. |
| **16** | What is your Canadian public sector market share for the solutions you are proposing? | RONA does not maintain Canadian public sector market share data for the solutions proposed and is therefore unable to provide a verified percentage.However, RONA has extensive experience supporting public sector, institutional, and government-affiliated organizations across Canada through our national network, procurement expertise, and dedicated account management resources. We remain focused on delivering competitive pricing, reliable service, and consistent program execution for customers nationwide. |
| **17** | Describe your experience with supplying appliances to public and senior housing not for profit entities in Canada. | RONA maintains relationships with many of Canada's largest non-profit, government, and property management organizations. Through these partnerships, we have successfully delivered large-scale procurement programs focused on competitive pricing, operational efficiency, and long-term value.Our experience includes sourcing, order management, warranty support, after-sales service, project coordination, and ongoing account management, ensuring a consistent and reliable customer experience throughout program delivery. |
| **18** | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (i.e. CSA, Underwriter Laboratories (UL), or ENERGY STAR) in pursuit of the business contemplated by this RFP. | All appliances offered by RONA meet the applicable certification and regulatory requirements, including UL, CSA, and ENERGY STAR® standards where applicable. The products proposed in this RFP comply with all mandatory specifications, and wherever possible, RONA has included options that exceed the stated requirements to deliver enhanced performance, efficiency, and long-term value. |
| **19** | Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America. | RONA has extensive experience supporting group purchasing programs across Canada, including partnerships with Compass Group/Foodbuy, Aramark, BCNPHA, ONPHA, and CORPIQ. Through these relationships, we provide preferred pricing, dedicated account management, procurement expertise, and national support, demonstrating our ability to successfully implement and manage large-scale purchasing programs for diverse member organizations. |
| **Geographical Coverage for Offering (If you select “Yes” for any province, list all applicable geographical restrictions within that province or N/A.)** | | |
| **20** | Alberta | Yes - this province is included in our offering |
| **21** | British Columbia | Yes - this province is included in our offering |

| | | |
|---|---|---|
| **22** | New-Brunswick | Yes - this province is included in our offering |
| **23** | Manitoba | Yes - this province is included in our offering |
| **24** | Newfoundland and Labrador | Yes - this province is included in our offering |
| **25** | Northwest Territories | No - this province is not included in our offering |
| **26** | Nova Scotia | Yes - this province is included in our offering |
| **27** | Nunavut | No - this province is not included in our offering |
| **28** | Ontario | Yes - this province is included in our offering |
| **29** | Prince Edward Island | Yes - this province is included in our offering |
| **30** | Quebec | Yes - this province is included in our offering |
| **31** | Saskatchewan | Yes - this province is included in our offering |
| **32** | Yukon | No - this province is not included in our offering |

## Program Offering

| # | Question | Response |
|---|---|---|
| **33** | Provide a description of your residential appliances offering. Provide information on the quality standards, certifications and energy star ratings of the goods. You can attach a more detailed list under Section 3(Supporting Documentation). | RONA's residential appliance offering includes a broad range of refrigerators, freezers, cooking appliances, dishwashers, laundry appliances, and specialty appliances from leading manufacturers. For each appliance included in our offering, the manufacturer's product specifications, installation documentation, applicable certifications, and Energy Star® ratings (where available) are provided. Detailed product information, including quality standards, performance features, dimensions, warranty information, and energy-efficiency data, can be found in the supporting documentation submitted with this proposal. |
| **34** | List the manufacturers included in your program offering. | GE, Whirpool |

| | | |
|---|---|---|
| **35** | Describe how you will handle special ordered and non stock items. Explain the pricing structure and shipping details. | RONA manages special-order and non-stock items through our national appliance vendor network and direct fulfillment programs. When a requested product is not regularly stocked, orders are placed directly with the manufacturer or authorized supplier and lead times are communicated to the member at the time of order. Where extended lead times or product discontinuations occur, RONA will work with the member to identify comparable in-stock alternatives that meet the project requirements. Pricing for special-order and non-stock items follows the same contract pricing methodology as standard products; however, pricing for substitute or alternative products may vary based on the specifications, availability, and manufacturer pricing applicable at the time of order. Products may be shipped directly from the manufacturer or through the RONA distribution network depending on the item and location. Shipping, delivery, installation, and removal services are available nationally, with lead times and any applicable freight charges communicated in advance for remote or hard-to-service locations. |
| **36** | What is the typical warranty period offered through the manufacturers. | 1 year |
| **37** | Do you offer the option to extend the manufacturer warranty? If yes, include details on limitations and pricing structure for extended warranty. | For the Whirlpool offering, there is an included 2 year warranty (1 year manufacturers plus additional year warranty). For the GE offering there is a standard 1 yr warranty |
| **38** | Describe your ability to serve members who require one-to-one and/or high intensity on demand orders on an as-needed basis, sometimes between 1-40 unique orders per day. Specify regions where this service is available. | RONA has a dedicated appliance team with extensive experience supporting high-volume, one-to-one ordering environments. Our team manages all aspects of the appliance lifecycle, including product selection, quoting, order processing, inventory coordination, delivery scheduling, installation support, warranty management, and after-sales service.We regularly support customers with fluctuating demand and are equipped to manage anywhere from single orders to high-intensity order volumes on a daily basis. This service is available across Canada through RONA's national network, dedicated account teams, and appliance support resources. |
| **39** | List anything else you would like to include as part of your offering. | RONA's Canoe offering combines competitive, nationally negotiated pricing with dedicated appliance support throughout the order process. From product selection and quoting to order management, delivery, warranty support, and after-sales service, our experienced team delivers a seamless customer experience.Backed by RONA's national network and appliance expertise, we provide the purchasing power, service, and support needed to serve organizations of all sizes across Canada. |

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| **Turnkey Service Delivery Model** | | |
| **40** | List the geographical areas, cities, regions where turnkey service are available for members. You may attach a map with your proposal response. | Turnkey appliance delivery, installation, and haul-away services are available across Canada in all provinces through RONA's national delivery network, subject to local service availability. Detailed delivery coverage by region, including applicable service levels, is included in the supporting documentation and delivery map provided with this proposal. |
| **41** | Describe the structure of the turnkey services and list any contracted services. | RONA's turnkey delivery service, referred to as White Glove Delivery, provides complete in-unit delivery and setup of appliances. The service includes delivery to the room of choice, removal of packaging materials, positioning of the appliance, haul-away of existing appliances, and refrigerator door reversal where required. Turnkey services are delivered through RONA's established national delivery network and qualified delivery partners to ensure a consistent customer experience across Canada. |
| **42** | Describe how delivery, installation, removal, or service requirements are managed in occupied, restricted, or controlled environments. Include procedures and protocols when tenants are onsite. | RONA's delivery process is designed to minimize disruption in occupied, restricted, and controlled environments. Orders are typically delivered within 7–10 business days, with the delivery date confirmed within 72 hours of order receipt. Our delivery partner contacts the designated customer or site contact at least 24 hours prior to delivery to confirm the delivery window and any site-specific access requirements. Delivery personnel comply with property access protocols, coordinate with onsite contacts as required, and complete delivery, installation, packaging removal, and haul-away services while maintaining a professional and tenant-focused approach. |
| **43** | Describe your containment protocols to mitigate cross-contamination risk for the removal and transportation of appliances from pest- affected or contaminated residential units. | RONA and its appliance manufacturers, delivery partners, and service providers follow rigorous handling, transportation, and disposal protocols designed to minimize cross-contamination risks during appliance removal and transport. Appliances originating from pest-affected or contaminated units are managed in accordance with established safety procedures, including segregation from new inventory and compliance with applicable operational and regulatory requirements.Through our network of qualified manufacturers, carriers, installers, and service affiliates, RONA is committed to maintaining high standards of product handling and transportation to protect customers, personnel, properties, and supply chain integrity throughout the removal and delivery process. |
| **Depth and Breadth of Categories of Residential Appliances Offered** | | |
| **44** | Is Category 1: Core Kitchen Suite (Standard Residential) included in your offering?Sample items: • 30-inch | Yes - this category is included in our offering<br>In this category, the discount range off the MRSP is between 45 and 65%. |

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| | freestanding electric coil ranges• 28-inch and 30-inch top-mount refrigerators, reversible doors• 24-inch built-in under-counter dishwashers, plastic or stainless tub If yes, what is your discount range off MSRP? | |
| **45** | Is Category 2: Compact & Space-Saving Kitchens included in your offering?Sample items:• 24-inch freestanding electric ranges• 18-inch built-in space-saver dishwashers• 24-inch to 26-inch apartment-sized refrigerators• 30-inch over-the-range microwave and hood fan combinationsIf yes, what is your discount range off MSRP? | Yes - this category is included in our offering<br>In this category, the discount range off the MRSP is between 35 and 55%. |
| **46** | Is Category 3: In-Suite Residential Laundry included in your offering?Sample items: • Heavy-duty top-load washing machines• Matching front-load electric dryers• 27-inch unitized stacked laundry centersIf yes, what is your discount range off MSRP? | Yes - this category is included in our offering<br>In this category, the discount range off the MRSP is between 35 and 55%. |
| **47** | Is Category 4: Accessible (Universal Design) Appliances included in your offering?Sample items: • Front-control electric ranges• Side-by- side or bottom-mount drawer refrigerators• Front-load washers and dryers with optional pedestalsIf yes, what is your discount range off MSRP? | Yes - this category is included in our offering<br>In this category, the discount range off the MRSP is between 40 and 53%. |
| **48** | Is Category 5: Related Accessories included in your offering? Sample Items: Drain pans, pipes, dryer vents, leveling and stacking kits, etcIf yes, what is your discount range off MSRP? | Yes - this category is included in our offering<br>In this category, the discount range off the MRSP is between 25 and 35%. |
| **49** | Is Category 6: Turnkey Solutions (Delivery, Installation and Removal) included in your offering?If yes, what | Yes - this category is included in our offering<br>Our delivery pricing is fixed price irregarless of the type of appliance being delivered. |

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| | is your pricing structure? | |

## Delivery, Logistics and Warehousing

| # | Question | Response |
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| **50** | Provide in details your logistics and fulfillment model and its capacity to meet various Member's requirements (i.e. bulk orders, one-to-one as needed basis and high intensity on demand). Include details on your ability to customize your standard model to meet the various needs of Canoe Members. | RONA's fulfillment model is designed to support individual replacement orders, bulk purchases, and high-volume project requirements. Orders are processed through RONA's dedicated appliance team and transmitted directly to manufacturers for fulfillment, reducing handling and improving efficiency. To support continuity of supply, safety stock may be maintained on key models, with alternative products identified when required. The model can be customized to accommodate member-specific delivery, installation, service, and reporting requirements, ensuring flexibility for the diverse needs of Canoe Members. |
| **51** | Do you offer warehouse and inventory management services based on member requirements. If yes, include where this service is available. | No |
| **52** | Describe your ability to support large-scale and high-volume orders. | RONA has extensive experience supporting large-scale and high-volume appliance projects, including new construction, renovations, and retrofit programs. Our dedicated appliance project management team works closely with Members to develop procurement strategies, coordinate product selection, manage project timelines, and address challenges as they arise. Through longstanding partnerships with leading manufacturers and delivery providers, RONA is able to support projects of varying size and complexity while maintaining consistent communication, supply chain visibility, and service throughout the process. |
| **53** | Describe how urgent, emergency orders are handled. | RONA recognizes that urgent and emergency requirements can arise and is committed to utilizing all available resources to support Members in these situations. Through our dedicated appliance support and project management team, established manufacturer relationships, and delivery network, we work to identify the fastest available solution on a case-by-case basis. While products selected for emergency orders may differ from standard program offerings based on availability, our team will work closely with the Member to identify suitable alternatives and expedite fulfillment wherever possible. |
| **54** | Describe how stock, non-stock, and special-order items are managed and | Stocked appliances are typically fulfilled within 7–10 business days, subject to inventory availability and delivery location. For non- stock products, RONA works with members to identify suitable alternatives that meet |

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| | if any are on hands at all times. | the required specifications whenever possible. Special-order items are managed on a case-by-case basis, with lead times communicated at the time of ordering. RONA regularly reviews purchasing trends and demand patterns, and items that demonstrate sustained volume may be evaluated for inclusion in stocked inventory to improve future availability and service levels. |
| **55** | Explain your lead times for a typical order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions. | RONA is committed to providing a high level of service, with standard delivery completed within 7 to 10 business days from order receipt. Delivery dates are confirmed within 72 hours of receiving the order, ensuring clear communication and scheduling visibility. Our delivery partner will contact the designated customer representative approximately 24 hours prior to delivery to confirm the delivery window and coordinate a successful installation. |
| **56** | Explain in detail your freight, shipping, and delivery program, including any applicable costs to Canoe members. | RONA's appliance pricing includes all standard freight, shipping, and delivery costs, with no additional delivery charges to Canoe members. Through our national delivery network and turnkey service model, members benefit from transparent pricing and a seamless delivery experience without unexpected transportation fees. |
| **Members access to goods and services** | | |
| **57** | List the necessary steps for a Canoe member to set up an account and access your goods and services for the first time should you be awarded a contract. | To access RONA’s goods and services under the Canoe program, Members will complete a simple onboarding process designed to ensure they receive the appropriate pricing, support, and program benefits.Establish a RONAPRO Account – Members will be provided with instructions to create or link a RONAPRO account and be enrolled in the Canoe program through a dedicated onboarding process. A step-by-step user guide will be developed in partnership with Canoe.Apply for Credit (Optional) – Members wishing to access credit terms may complete a RONA Charge Account application, subject to approval, to establish invoicing and payment terms.Place Orders – Once enrolled, Members can place orders through the dedicated contact channels provided by RONA. Orders will be managed in accordance with a standard operating procedure (SOP) developed jointly by RONA and Canoe to ensure a consistent and streamlined experience.Ongoing Support – Members will have access to RONA’s dedicated support team for product selection, quotations, order management, delivery coordination, and issue resolution.This onboarding process is designed to be straightforward, allowing Members to quickly access the benefits of the Canoe program while receiving dedicated support throughout the purchasing process. |

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| **58** | List the different payment mechanisms you accept (i.e. Purchase Order (PO), credit card, etc.) | RONA accepts multiple payment methods to support the diverse procurement needs of Canoe members. Members with approved credit may purchase through a Purchase Order (PO) and be invoiced on Net 30 payment terms. In addition, purchases may be completed using major credit cards, providing flexibility and convenience based on member requirements. |
| **59** | Explain how you calculate delivery costs and how those costs change based on location for remote or hard-to-access areas. | RONA's appliance pricing includes delivery to all major Canadian markets within our established national delivery network. Delivery costs are incorporated into the appliance pricing provided to Canoe members, resulting in a simple and transparent pricing structure with no standard delivery surcharge. For remote, rural, or hard-to-access locations outside our standard service areas, additional freight charges may apply. RONA can provide a detailed list of covered service areas and applicable postal codes upon request and will work with members to identify the most cost-effective delivery solution for specialized locations. |
| **60** | List all methods available for integration with Member's ERP systems, Vendor Management Systems, and Application Programming Interfaces (APIs). Include examples of systems with current public and non-profit clients. | N/A<br>RONA does not currently offer direct integration with Member ERP systems through PunchOut, EDI, or API connections. However, we recognize that system integration is an important consideration for many public sector and non-profit organizations. As part of our ongoing commitment to enhancing the member experience, RONA continues to evaluate integration capabilities and technology investments that may support future client requirements. In the meantime, our team works closely with members to establish efficient ordering, invoicing, reporting, and account management processes that align with their operational needs. |
| **61** | In a case where your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation? | If an existing public sector customer wishes to access the Canoe offering, RONA will follow a standardized onboarding process developed in collaboration with Canoe prior to program launch. This process will align with Canoe’s preferred member engagement and referral approach, whether through direct introductions, warm transfers, or other approved communication methods. RONA will ensure all relevant team members are trained on the established procedures to provide a consistent experience and support Canoe’s membership growth objectives. Our goal is to make the transition seamless for the customer while ensuring they are properly connected to and able to benefit from the Canoe program. |

## Engagement Sales, Marketing and Training

| # | Question | Response |
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| **62** | Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved. | RONA's implementation and marketing teams will work closely with Canoe to develop and execute a tailored member engagement strategy designed to maximize program awareness, participation, and value across the membership network. This strategy will include targeted program launches aligned with seasonal purchasing requirements, customized communications highlighting relevant products, solutions, and savings opportunities, and participation in national and regional Canoe events to support program visibility and member engagement. RONA will also collaborate with Canoe leadership, member organizations, National Account Managers, and field sales teams to ensure the program remains relevant, well-supported, and positioned for long-term success. Sample marketing plan can be made available upon request |
| **63** | Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place. | RONA's implementation approach begins with a collaborative onboarding process with Canoe to establish program objectives, reporting requirements, member onboarding procedures, communication protocols, and success measures. Following contract award, RONA would review the member roster provided by Canoe, analyze member locations and purchasing potential, and develop a targeted engagement strategy based on geography, member type, and anticipated demand.The engagement strategy would combine proactive sales outreach and coordinated marketing activities designed to increase awareness and adoption of the program. This may include introduction campaigns, member communications, webinars, promotional materials, and direct outreach from RONA's dedicated account management team.To support ongoing contract management, RONA would provide regular reporting on program utilization, member participation, sales activity, and overall performance against established objectives. Quarterly business reviews would be conducted with Canoe to assess program performance, identify opportunities for growth, and review members who have not yet enrolled or utilized the program. Together, RONA and Canoe would develop targeted action plans to increase engagement and maximize member participation while continually improving the overall member experience. |
| **64** | Describe how you will train your sales force and distribution network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc. | RONA's sales network has extensive experience supporting appliance sales across Canada and is well positioned to promote and support the Canoe program. To maximize adoption and ensure a consistent member experience, RONA would designate team members with specific expertise in group purchasing programs, public sector organizations, and non-profit accounts to lead the Canoe initiative. These resources would work closely with Canoe and RONA's dedicated Pro Appliance team to support member outreach, |

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| | | onboarding, account growth, and ongoing program optimization.Training would be delivered to participating sales representatives and support teams prior to launch and reinforced through ongoing communications, program updates, and performance reviews. This training would focus on the value proposition of the Canoe program, member eligibility, pricing structure, ordering processes, and escalation procedures.Program performance would be monitored through monthly sales reporting and member activity reviews. RONA would work closely with Canoe to evaluate participation levels, identify growth opportunities, and share best practices across the network. Continuous improvement efforts would be supported by regular engagement between the sales team, appliance subject matter experts, and Canoe representatives to ensure the program continues to meet member needs and deliver strong value to participating organizations.- |
| **65** | How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring? | RONA will monitor adoption and utilization of the Canoe contract through regular reporting and account analysis. Following implementation, RONA will compare active purchasing accounts against Canoe's member roster to identify participating organizations, measure program penetration, and highlight opportunities for increased adoption.The primary KPI during the initial stages of the contract will be member participation, measured as the number and percentage of Canoe members actively purchasing through the program. Additional measures may include sales volume, growth in participating members, member onboarding activity, and engagement with targeted outreach initiatives.For members not yet utilizing the Canoe contract, RONA will work collaboratively with Canoe to develop targeted engagement plans utilizing dedicated sales resources, marketing activities, and direct outreach. Performance will be reviewed regularly, with results shared through reporting and business review meetings to identify trends, address barriers to adoption, and support continuous growth of the program.This data-driven approach will allow RONA and Canoe to jointly evaluate program success, measure adoption across the membership base, and focus resources on increasing participation and overall contract utilization. |
| **66** | Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract? | RONA views Canoe as a key partner in driving awareness, adoption, and long-term success of the program. A collaborative approach between Canoe and RONA will be essential to maximizing member participation and delivering value to both Canoe and its members.RONA would look to Canoe to support the program through member introductions, promotion of the contract to its membership, distribution of marketing and communication materials, and ongoing advocacy of |

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| | | the benefits available through the Canoe program. Canoe's established relationships and communication channels provide an important opportunity to increase awareness and encourage member engagement.RONA would also welcome Canoe's partnership in identifying prospective members, facilitating introductions where appropriate, and supporting outreach efforts to organizations that have not yet enrolled or participated in the program. In addition, centralized support functions, such as contract promotion, program communications, and accounts receivable coordination where applicable, can help create a streamlined experience for members.By combining Canoe's member network and program promotion capabilities with RONA's dedicated sales, appliance, and account management resources, both parties can work together to increase adoption, expand participation, and maximize the overall value of the contract for Canoe members. |
| **67** | Describe your commitment to attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.) | RONA recognizes the importance of member engagement events in driving awareness, fostering relationships, and supporting the overall success of a group purchasing program. We understand the value these events provide to Canoe and its members by creating opportunities for education, collaboration, and direct interaction with participating vendors.RONA would welcome the opportunity to review participation opportunities, including conferences, trade shows, educational sessions, member meetings, and other engagement activities. Attendance and sponsorship opportunities would be evaluated as part of our ongoing business planning process, taking into consideration member value, strategic alignment, geographic reach, and anticipated return on investment.Where participation is appropriate, RONA views these events as valuable opportunities to increase program awareness, strengthen relationships with members, gather feedback, and demonstrate the benefits of the Canoe offering. We look forward to working collaboratively with Canoe to identify engagement opportunities that support mutual objectives and drive value for members.Provide your feedback on BizChat |
| **68** | Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada. | RONA has long-standing partnerships across Canada’s non profit, co-op, institutional, and public-sector housing networks, giving it immediate national reach to promote the Canoe contract. RONA already serves major associations — ONPHA, BCNPHA, MNPHA, Quebec’s RQOH, FHCQ, CQCH, and FQM — representing hundreds of thousands of units. Strong co-op relationships, including CHF and 600+ co-ops, further expand access. Institutional ties through ACUHO-I and APPA, plus public-sector networks like OPBA and HSC, strengthen procurement alignment. With national coverage and trusted relationships, |

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| | | RONA is uniquely positioned to activate and scale Canoe quickly. For further details please contact us. |
| **69** | Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with Canoeincluding validating that Canoe Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract. | RONA will implement a self-audit process to ensure contract compliance, pricing accuracy, and the completeness of program reporting. Quarterly reviews will be conducted comparing active RONA accounts and purchasing activity against Canoe's membership roster to confirm that eligible members are properly enrolled in the Canoe program and receiving the appropriate contract pricing.As part of this review process, RONA will identify any member accounts that have been established outside of the Canoe program and work to align those accounts with the contract where applicable. Purchasing activity and reported sales will be validated against enrolled Canoe member accounts to help ensure all eligible transactions are accurately captured and reflected in contract reporting.Any discrepancies identified through the review process will be investigated and corrected as appropriate. RONA will work collaboratively with Canoe to maintain accurate member records, support reporting integrity, and ensure members consistently receive the benefits available through the contract. |
| **70** | Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement. | RONA has established reporting capabilities that can provide detailed visibility into Canoe program activity, including participating members, products purchased, transaction volumes, and overall sales value. Following contract award, RONA and Canoe would work together during the onboarding phase to confirm reporting requirements, data fields, formats, submission timelines, and any other contract-specific reporting needs.On a monthly basis, RONA would generate and review program activity reports to validate completeness and accuracy prior to submission. Reporting would be derived from enrolled Canoe member accounts and would include all eligible purchases captured under the contract. Through regular reporting and account reviews, RONA will work with Canoe to ensure contract activity is accurately tracked, reported, and monitored, while also identifying opportunities to increase member participation and program utilization. |
| **71** | Please include the name, title and email of the person who will be responsible to provide monthly reporting to Canoe. | Blaze Gentile, National Account Manager, Blaze.Gentile@rona.ca<br><br>This is subject to change. Canoe has RONA's commitment to provide the agreed upon reporting and corresponding contact information at time of award |
| **72** | Do you allow public entities to order from multiple contracts and GPOs? | No<br><br>To ensure accurate contract administration, pricing governance, rebate tracking, reporting, and compliance, purchases for a specific account must be |

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| | | aligned to a single contract or GPO agreement at any given time. As sales activity can only be recorded and managed under one contract structure, public entities are required to select the agreement that best meets their needs; however, RONA will work collaboratively with the member to ensure they receive the most appropriate program and pricing available. |
| **73** | If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe? | N/A |
| **Sales and Distribution Network** | | |
| **74** | Describe how you manage government sales. Include details on the sales and training structure and how you specifically address sales and marketing with public sector clients. | RONA has extensive experience serving public sector and non-profit organizations and understands the procurement, compliance, invoicing, and pricing requirements associated with these sectors. Dedicated account managers and appliance specialists support members through established approval processes, escalation pathways, and contract governance requirements.Our teams are trained on contract pricing, ordering procedures, reporting obligations, and public sector best practices to ensure a consistent member experience. RONA also recognizes the importance of adhering to site-specific safety, security, and performance requirements, and works closely with members and delivery partners to maintain compliance while providing exceptional service. |
| **75** | Describe your distribution and service network used to deliver and support your offering across Canada. | RONA's distribution and service network combines large-scale distribution infrastructure with manufacturer-direct fulfillment programs to provide efficient and reliable service across Canada. Our network includes major distribution centres, including facilities exceeding one million square feet, supported by established relationships with leading appliance manufacturers.Where appropriate, RONA utilizes direct-ship programs that move products from manufacturers directly to end users, reducing handling, eliminating unnecessary transportation steps, and improving delivery efficiency. This flexible model allows RONA to support a wide range of public sector and non-profit requirements, from individual replacement orders to large-scale projects, while providing consistent service and national coverage. |
| **76** | Describe in details the process and procedure of your customer service program, if applicable. Include your response time capabilities and | RONA's customer service program is designed to provide Canoe members with responsive, dedicated support throughout the entire purchasing process, from product selection and order placement through delivery and post-sales support. Members will have access to a |

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| | commitments, as well as any incentives that help your providers meet your service goals or promises. | dedicated account management team and customer service representatives who can assist with product inquiries, quotations, order status updates, warranty claims, and issue resolution.RONA is committed to acknowledging customer inquiries within one business day and providing timely updates until resolution. Orders are reviewed and confirmed within 72 hours of receipt, with delivery typically completed within 7 to 10 business days. Prior to delivery, customers are proactively contacted to confirm scheduling details and delivery windows.To ensure service consistency, RONA works closely with a network of qualified delivery and service partners that are measured against established service expectations, including delivery performance, communication standards, and customer satisfaction. Regular performance reviews and ongoing operational support help maintain high service levels and ensure Canoe members receive a reliable, professional, and seamless customer experience across Canada. |

## Environmental Social and Governance ESG

| # | Question | Response |
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| **77** | Describe your corporate ESG initiatives. | RONA's Environmental, Social and Governance (ESG) strategy is built around three pillars: Our Products, Our Operations, and Our Employees & Communities. Through responsible sourcing practices, waste reduction initiatives, employee development, and community investment, RONA works to create long-term environmental and social value across its operations.Environmentally, RONA promotes sustainable forestry practices, ethical supply chains, and eco-certified products, including ENERGY STAR® and WaterSense® certified offerings. The company operates extensive recycling and take-back programs, collecting nearly 2,000 tonnes of materials annually, while diverting 66% of operational waste from landfill through recycling, reuse, and donation initiatives. More than $1.2 million in unsold products were donated to Habitat for Humanity Canada in 2025.Socially, RONA invests heavily in employee health, safety, wellness, and professional development. In 2025, over 5,200 employees received sustainability- related training, 580 employees participated in education support programs, and the company continued its commitment to diversity, equity, and inclusion through employee resource groups and community partnerships.Governance practices include responsible sourcing policies, supplier audits, a Vendor Code of Conduct, human rights standards for suppliers, and an Ethics and Compliance Reporting Centre to support accountability and ethical business practices.Additionally, through the RONA Foundation, the company contributed nearly $2.3 |

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| | | million to Canadian communities in 2025, supporting housing, renovation, and community development initiatives across the country. |

## Pricing

| # | Question | Response |
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| **88** | Describe the various pricing models you offer and under what specific circumstances would they apply. | No other pricing models apply |
| **89** | Describe how Canoe members receive manufacturer or other rebates. | N/A |
| **90** | Decribe your recycling program and how this affects pricing to Canoe members. | Industry standard appliance haul-away programs are completed in conjunction with the delivery of a replacement appliance. Delivery partners remove the existing appliance, transport it to an approved recycling facility, and ensure refrigerants, metals, plastics, and other materials are processed in accordance with applicable environmental regulations |
| **91** | What value-added services, including manufacturer sales and promotions, do you offer at no additional cost under the Canoe contract? | N/A |
| **92** | The pricing offered is: Option 1 - The same as the Proponent typically offers to an individual public entity such as municipality, city, university, or schoolboard OROption 2 - The same | Yes - Option 3 (Include Pricing methodology for the one you selected "yes")<br>RONA's appliance pricing proposal for Canoe members reflects the unique scale and strategic value of this opportunity. RONA's pricing has been developed based |

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| | as the Proponent typically offers to Group Purchasing Organizations, or provincial entities OROption 3 - Better than the Proponent typically offers to Group Purchasing Organizations, or provincial entities. | on the collective purchasing potential of Canoe's membership, the national scope of the agreement, and the opportunity to build a long-term partnership that drives mutual growth. As a result, Canoe members will benefit from pricing and program advantages that would generally be difficult to achieve through standalone procurement processes, while also gaining access to a nationally supported appliance program, dedicated account management, and value-added services designed specifically for multi-location public sector and not-for-profit organizations. |

## Proactive Disclosure of Artificial Intelligence (AI) in Drafting Response

| # | Question | Response |
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| **94** | Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response? | No |
| **95** | If yes please specify which AI tools were used and describe their roles in the drafting process. | None |
| **96** | How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal. | N/A |
| **97** | Do you agree and acknowledge that: All information, profiles, and references provided in your submission are accurate, truthful, and representative of your actual business capacity and experience? | Yes |
| **98** | Do you agree and acknowledge that: You have not used artificial intelligence (AI) or any other automated tool to generate, exaggerate, or fabricate credentials, past performance, or organizational capabilities? | Yes |
| **99** | Do you agree and acknowledge that: Any material misrepresentation of your capacity, profile, or experience constitutes grounds for the immediate disqualification of your submission and the termination of any resulting contract. | Yes |

## PART D - Terms and Conditions of the Solicitation Process

| # | Question | Response |
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| **By selecting Yes, you acknowledge and confirm that: You have read, understood, and agree to be bound by all the requirements, terms, and conditions set out in Part D; You do not have any** | | |

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| **conflict of interest, or any potential conflict of interest, regarding this procurement process; and You hold the legal authority to bind the Proponent to this submission and any resulting contract. Attachments (Documentation): PART_D__Terms_and_conditions_of_the_solicitation_process.pdf** | | |
| **100** | I acknowledge and confirm. | Yes |

**Schedule "B1"**

**PRICING**

## Schedule "C"

## MARKETING AND PROMOTION OF AGREEMENT

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

# Schedule “D”

## SAMPLE SALES REPORT

CANOE SUPPLIER ADMIN FEE TEMPLATE
Monthly Submission of Data Required

**Supplier Name: sample name**
**LBMX Supplier #: example AB101111**
**Canoe Contract Number: CAN-202x-xxx-xxx**
**Month: November 15 - December 31**
**Year: 2026**

| Member Number | Member Name | Province | Branch (if applicable) | Date of Purchase | Transaction Date | Accounting Date | PO # | Invoice # | Item Description | Category (Parts / Labour / Service) | Item cost | Miscellaneous | Freight | Subtotal | PST | GST/HST | Total Invoice | Amount eligible for Admin Fee | Admin Fee Rate | Admin Fee to Canoe |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *AB1234* | *AB County* | *AB* | | *2024-11-18* | *2024-11-18* | *2024-11-18* | | | | | | - | - | - | - | - | - | - | | - |
| *AB5678* | *AB City* | *AB* | | *2024-12-12* | *2024-12-12* | *2024-12-12* | | | | | | - | - | - | - | - | - | - | | - |
| *BC4321* | *BC Town* | *BC* | | *2024-12-17* | *2024-12-17* | *2024-12-17* | | | | | | - | - | - | - | - | - | - | | - |
| *LAS2222* | *Ontario muni* | *ON* | | *2024-12-12* | *2024-12-12* | *2024-12-12* | | | | | | - | - | - | - | - | - | - | | - |
| TOTALS | | | | | | | | | | | - | - | - | - | - | - | - | - | #DIV/0! | - |