



**Canoe Procurement Group of Canada
“CANOE”**

REQUEST FOR PROPOSALS

FOR THE PROCUREMENT OF

PEELED FENCE POSTS WITH RELATED SUPPLIES

Request For Proposal No:	CAN-2022-015
Issue Date:	August 25, 2022
Deadline For Questions:	September 16, 2022 at 3:00 p.m. MT
Proposal Submission Deadline:	September 27, 2022 at 3:00 p.m. MT

This RFP is issued by Canoe Procurement Group of Canada on behalf of itself and its current and future members and represented associations (including Civicinfo BC, Rural Municipalities of Alberta, Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, LAS/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of the Municipalities of New Brunswick, Northwest Territories Association of Communities and their current and future members) – which include local governmental organizations located in all provinces and territories in Canada.

This RFP also includes Yukon Territory, Nunavut and all other public sector and not for profit agencies across Canada.

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REQUEST FOR PROPOSALS

PART 1 INTRODUCTION AND BACKGROUND

1.1 Summary of Opportunity

This RFP is issued by CANOE for the provision of its Fence Post Program. The intended outcome of this competitive solicitation is for CANOE to establish compliant supplier partnerships for the purposes of offering a comprehensive Fence Post Program for Members within the broader public and MASH sectors across Canada. This Fence Post Program is to include peeled fence posts, barbed wire, fence staples, farm gates, and general associated supplies. CANOE is seeking the inclusion of a Proponent's complete solution in accordance with the scope of this RFP.

This RFP is not intended to include ornamental, chain link, or vinyl fencing.

More detailed requirements are set out in the Appendix 1 - Goods/Services.

This RFP may result in the award of one or more Agreements. The maximum initial term of the Agreement is intended to be for a period of 3 years, with an option in favour of CANOE to extend the term (*without any other change in the Agreement*) for 1 additional period of up to 2 years for a combined 5-year total term length.

The value of contracts resulting from this RFP is assessed at \$3,000,000 annually, however this is an estimate only and not a commitment or guarantee of purchase volumes or value.

A Supplier may be allocated a Canada wide contract or a contract for specific geographical locations or provinces based on the Supplier's network and capability, and on the evaluation process under this RFP.

CANOE requests that Proponents submit their entire line of Goods/Services as it applies and relates to the scope of this RFP

THIS IS A NON-BINDING RFP. IT IS CONCEIVABLE THAT THESE EVENTS WILL NOT OCCUR DUE TO THE DISCRETION OF CANOE PROCUREMENT GROUP OF CANADA AND/OR ANY PROPOSER TO NOT PROCEED, AS THERE IS NO LEGALLY BINDING OBLIGATION ON CANOE PROCUREMENT GROUP OF CANADA OR ANY PROPOSER TO PROCEED. SEE SECTION 2.3 (Not a Tender, No "Contract A" / "Contract B").

1.2 About Canoe Procurement Group of Canada and Other Provincial Associations Represented in this RFP

CANOE is the lead agency and procurement authority in a group of partners representing MASH, public, and not-for-profit entities across Canada. CANOE is a trade name of the RMA, a public agency incorporated by Alberta legislation and is registered in a number of provinces across Canada. On behalf of its partner organizations, CANOE facilitates a competitive solicitation and contracting process on behalf of and based on the needs of itself and Members. This process results in regional and/or national procurement contracts with various Suppliers of products/equipment and services which Member's desire to procure.

CANOE is governed by publicly elected officials that serve as the RMA Board of Directors. RMA's Board of Directors oversee and authorize the calls for all new proposals and holds those resulting contracts for the benefit of its own and Members' use.

CANOE currently serves over 2,200 Member agencies nationally. Both membership and utilization of CANOE contracts continue to expand, due in part to the increasing acceptance of cooperative purchasing throughout the government and education of communities nationally. CANOE is currently partnered with the following provincial counterparts:

- Civicinfo BC (“**Civicinfo**”);
- Rural Municipalities of Alberta (“**RMA**”);
- Saskatchewan Association of Rural Municipalities (“**SARM**”);
- Association of Manitoba Municipalities (“**AMM**”);
- Local Authorities Services (“**LAS**”);
- Municipalities Newfoundland & Labrador (“**MNL**”);
- Federation of PEI Municipalities (“**FPEIM**”);
- Nova Scotia Federations of Municipalities (“**NSFM**”);
- Union of the Municipalities of New Brunswick (“**UMNB**”);
- Northwest Territories Association of Communities (“**NWTAC**”).

In addition, this RFP may apply to Canada-wide MASH sectors including academic institutions, schools, and hospitals and other public sector and not for profit entities in Yukon Territory, Nunavut and the rest of Canada.

For a complete list of current CANOE members, as well as the current members of the provincial associations represented in this RFP, and other entities represented in this RFP see <https://rمالberta.com/wp-content/uploads/2022/01/Provincial-Associations-Public-Sector-Agencies-2022-2.xlsx>.

Please note, “Members”, as referred to in this RFP, include all of those listed, whether current or potential future members, but does not in any way guarantee that any or all Members will want to participate.

1.3 Why Respond to a Cooperative Purchasing RFP

Cooperative purchasing creates value for municipal, academic, health and social services sector agencies, including urban municipalities, counties, districts, rural municipalities, schools, electrical/gas and irrigation associations and other not for profit agencies as well as for Suppliers of products/equipment and services in a variety of ways.

- It potentially saves time and effort for purchasers, who otherwise would have to solicit Supplier responses through individual competitive procurement processes, resulting in individual contracts. Considerable time and effort are also potentially saved by Suppliers who would have

had to otherwise respond to each of those individual competitions. A single, cooperative advertised RFP, resulting in single and potentially multiple cooperative contracts can potentially replace many individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Members.

- It leverages the collective purchasing power of hundreds of Members. Our contract terms and conditions offer the opportunity for Suppliers to recognize individual Member procurement volume commitment through additional volume-based contract discounts. Although no sales or sales volume is guaranteed by any contract resulting from this RFP, substantial volume is anticipated, and volume pricing is requested and justified.

Canadian and provincial legislation that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings through an open, transparent and competitive procurement process.

1.4 Intent of this RFP

Any contract awarded through this RFP will enable purchases by Members nationally and/or regionally based on the Supplier's Proposal and subsequent Agreement, through a cooperative effort between the Supplier, CANOE, and other partner associations that choose to adopt subsequent awarded contracts. Proponents are expected to offer price levels reflective of the potential and collective volume of cross-Canada membership.

1.5 Single or Multiple Awards

CANOE may select a single or multiple Proponents with whom to negotiate a contract with the goal of awarding a single contract or multiple contracts.

Also, if CANOE has organized the Goods/Services into separate classes or categories, CANOE may award multiple contracts based on which Proponent is the Ranking Proponent for a particular class or category.

In the event of CANOE selecting multiple Proponents, the Members will enter into contracts with the Proponent(s) based on the best overall value as assessed by the Member in their sole discretion.

1.6 Manufacturer vs. Distributor/Reseller

Non-Manufacturer Awards: CANOE reserves the right to make a selection under this RFP of a non-manufacturer or dealer/distributor if such action is in the best interests of Members. Parts and service providers should provide pricing structure for all incidental work performed on behalf of Members and must provide documentation from manufacturers confirming the dealer/distributors' ability to provide the solutions as proposed.

1.7 Manufacturer / Wholesale Distributor as Proponent

Unless stated otherwise, a manufacturer or wholesale distributor Proponent is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proponent. Any such dealer will be considered a sub-contractor of the Proponent. The relationship between the manufacturer and wholesale distributor Proponent and its dealer network must be proposed at the time of the submission if that fact is properly identified.

1.8 Dealer/Reseller as Proponent

If the Proponent is a dealer or reseller of the Goods/Services, the Proponent must document their authority to offer those Goods/Services. Additionally, the Proponent must guarantee that its manufacturer partners meet the minimum standards outlined in Appendix 1 – Goods/Services.

1.9 Agreement

It is expected that the Ranking Proponent, if any, will be invited to negotiate (and, if acceptable to CANOE and the Ranking Proponent), sign a comprehensive agreement (the “**Agreement**”) setting out the terms and conditions that will apply to the purchase of Goods/Services.

Appendix 2 – Form of Agreement sets out the form that CANOE intends to use as the basis for a negotiated agreement (the “**Form of Agreement**”).

If, despite submitting questions and reviewing any responsive addenda, it should describe all of those changes in its Proposal. This helps to ensure that (if CANOE wishes to negotiate those changes) any negotiations can be completed within the time allocated to negotiations.

It is intended that only a single Ranking Proponent will be selected to sign an Agreement (however, CANOE reserves the right to select more than one Ranking Proponent to sign an Agreement).

1.10 RFP Timetable

The following is a summary of the key dates in the RFP process:

Event	Location	Date
First Phase		
RFP Issue Date	–	August 25, 2022
Deadline for Questions (see Section 2.8.1 (Submission of Questions))	–	September 16, 2022
Proposal Submission Deadline	–	September 27, 2022
Finalization of Agreement		
Invitation to Ranking Proponent to Finalize and Sign Agreement	–	TBD
Anticipated Agreement Start Date	–	November 1, 2022

CANOE may change any of the above dates and times, including the Proposal Submission Deadline, in its sole discretion and without liability, cost, or penalty. If a change is made to any of the above dates, CANOE will post any such change on the Bidding Portal.

In the event of any change in the Proposal Submission Deadline, the Proponents shall thereafter be subject to the extended Proposal Submission Deadline.

1.11 RFP Contact

All communications with CANOE regarding any aspect of this RFP should be directed to the RFP Contact:

Name: Nigel Gamester, BComm, SCMP

Title: Procurement Manager
Email: proposals@canoeprocurement.ca

1.12 RFP Schedules and Forms

This RFP includes the following Schedules:

Appendix 1 - Goods/Services

Appendix 2 – Form of Agreement

Mandatory Requirements Schedule

Rated Elements Schedule

This RFP includes the following Forms (which are to be completed and included in the Proponent's Proposal):

Form A –

Form B – Proponent Questionnaire

Form C – Proponent Information and Assurances

Form D – Exceptions to RFP

Form E – Pre-submission Checklist

PART 2

RFP PROCEDURES

2.1 Definitions

In this RFP, unless the context otherwise requires, the following terms have the meanings indicated below:

- (a) **“Agreement”** has the meaning ascribed in Section 1.9 (Agreement).
- (b) **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.
- (c) **“Bidding Portal”** means Canoe Procurement Group of Canada’s online solution for issuing solicitations. The Bidding Portal includes the following tendering websites:
 - <http://bcbid.gov.ca>
 - www.purchasingconnection.ca
 - <http://www.sasktenders.ca>
 - <http://www.merx.com>
 - <https://www.princeedwardisland.ca/en/tenders>
 - <https://procurement.novascotia.ca/>
- (d) **“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. local time in Nisku, Alberta, except when such a day is a public holiday, as defined in the *Employment Standards Code* (Alberta), or as otherwise agreed to by the parties in writing.
- (e) **“CANOE”** means Canoe Procurement Group of Canada
- (f) **“Conflict of Interest”** means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- (g) **“Days”** means calendar days.
- (h) **“Eligible Proposal”** means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next stage of the evaluation process.
- (i) **“Evaluation Matrix”** means the 10-point evaluation methodology set out at Section 4.3 (Stage II – Evaluation of Rated Elements).

- (j) **“Evaluation Team”** means the individuals who have been selected by Canoe Procurement Group of Canada to evaluate the Proposals.
- (k) **“Form of Agreement”** has the meaning ascribed in Section 1.9 (Agreement).
- (l) **“Goods/Services”** means the goods/services that are the subject matter of this RFP, as described in the Appendix 1 - Goods/Services.
- (m) **“Member”** or **“Members”** means any current and future members of Canoe Procurement Group of Canada, and any Canoe-represented associations and their current and future members – which include local governmental organizations located in all provinces and territories in Canada. This term also includes Canoe Procurement Group of Canada, in its capacity as a purchaser of Goods/Services. See Section 1.2 for a list of Members.
- (n) **“Personal Information”** means recorded information about an identifiable individual or that may identify an individual that is received or collected by Canoe Procurement Group of Canada as part of this RFP.
- (o) **“Proponent”** or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.
- (p) **“Proposal”** or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.
- (q) **“Proposal Submission Deadline”** means the corresponding date and time as set out in Section 1.10 (RFP Timetable) that applies to the then-current Phase of the RFP process, as may be amended from time to time in accordance with the terms of the RFP.
- (r) **“Ranking Proponent”** means the Proponent(s) that Canoe Procurement Group of Canada has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- (s) **“Rectification Period”** means the period commencing on the date that Canoe Procurement Group of Canada issues a rectification notice to the Proponent pursuant to Section 2.12 (Rectification Period) and running for the number of Business Days provided in the notice, expiring at 4:30 p.m. MT on the last Business Day.
- (t) **“Request for Proposals”** or **“RFP”** means this Request for Proposals issued by Canoe, and all addenda thereto.
- (u) **“RFP Contact”** means the individual identified in Section 1.11 (RFP Contact).
- (v) **“RMA”** means Rural Municipalities of Alberta.
- (w) **“Timetable”** means the timetable for this RFP, as described at Section 1.10 (RFP Timetable).
- (x) **“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to Canoe Procurement Group of Canada and which is not available to other

Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process (including the offer or giving of a benefit of any kind, by or on behalf of a Proponent to anyone employed by, or otherwise connected with, Canoe Procurement Group of Canada), or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

(y) **“Supplier”** means any Ranking Proponent that enters into the Agreement with Canoe Procurement Group of Canada.

2.2 Interpretation

This RFP 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) Words in the RFP shall bear their natural meaning.
- (c) 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”.
- (d) In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- (e) Unless otherwise indicated, time periods will be strictly applied.
- (f) The following terminology applies in the RFP:
 - (i) Whenever the terms “must” or “shall” are used in relation to Canoe Procurement Group of Canada or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “Canoe Procurement Group of Canada shall” or the “Proponent shall”, as the case may be.
 - (ii) The term “should” relates to a requirement which Canoe Procurement Group of Canada would like the Proponent to address in its Proposal.
 - (iii) The term “will” describes a procedure that is intended to be followed.

2.3 Not a Tender, No “Contract A” / “Contract B”

Notwithstanding any other provision of this RFP:

- (a) this RFP is merely a call for proposals; it is not an offer to enter into a bidding contract (referred to as “Contract A”) or a tender call intending to place legally binding obligations on CANOE or any Proponent to enter into an agreement or to be bound by any of the terms of that Proponent’s Proposal; and
- (b) It is not the intention of CANOE to enter into an agreement for the Goods/Services described in this RFP or enter into any other legally binding obligations unless and until CANOE has negotiated and finalized a separate written agreement satisfactory to both CANOE and a Proponent, if any, with whom CANOE decides to negotiate.

Proposals are revocable by Proponents. Proponents may withdraw from this process at any time.

CANOE is under no obligation to consider any modifications to a Proposal by a Proponent following the Proposal Submission Deadline. Proposals and related information about Proponents will be assessed during the evaluation of Proposals and accordingly, misleading or incomplete information, including withdrawn or altered information or pricing, could adversely impact any such evaluation (or result in CANOE revisiting that evaluation) and may result in disqualification (in CANOE’s sole discretion).

2.4 Restricted Communications

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

- (a) any RMA director, officer, employee or agent (other than the RFP Contact);
- (b) any member of the Evaluation Team;
- (c) any expert or advisor assisting the Evaluation Team; or
- (d) any other elected official of any level of government, including any advisor to any elected official.

2.5 Authorized Communications, Amendments, Waivers

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

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

2.6 No Guarantee of Volume of Work or Exclusivity of Contract

CANOE makes no guarantee of the value or volume of work to be assigned to the Supplier. Any Agreement executed with the Supplier may not be an exclusive contract. CANOE may contract with others for the same or similar Goods/Services to those described in this RFP or may obtain the same or similar Goods/Services internally.

2.7 Due Diligence, Inconsistencies, Errors, Etc.

Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal. Every Proponent should carefully review the RFP to ensure that it has no reason to believe there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFP.

If a Proponent has any reason to believe that there are any inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent should raise this as soon as possible as part of the question and answer process pursuant to Section 2.8 (Proponent Questions), but in any event must notify the RFP Contact in writing prior to submitting a Proposal. The RFP Contact will then clarify the matter for the benefit of all Proponents.

2.8 Proponent Questions

2.8.1 Submission of Questions

CANOE will use the following process regarding any Proponent question or other request for clarification of any aspect of the RFP:

- (a) Proponents must submit requests for clarification via email to the RFP Contact, or as may otherwise be directed by the RFP Contact.
- (b) Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.
- (c) Requests for clarification must be submitted prior to the Deadline for Questions.

2.8.2 Responses to Questions

CANOE will make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.8.1 (Submission of Questions), subject to the provisions of this Section.

Questions and answers will be distributed in numbered addenda to Proponents by posting such addenda on the Bidding Portal. In answering a Proponent's question(s) in any addenda, CANOE will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, CANOE may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude any question(s) that are either unclear or inappropriate; and
- (c) provide a single, consolidated answer to similar questions from various Proponents.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate addendum reflecting that change.

Important Note: Proponents who intend to respond to this RFP are requested not to cancel the receipt of addenda or amendments option provided via the Bidding Portal, since they must obtain important information and documents that are issued through the Bidding Portal.

2.9 Issued Addenda

CANOE will only amend or supplement the RFP by issuing an addendum. Any amendment or supplement to the RFP made in any other manner will not apply to the RFP.

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the addenda that have been issued.

All addenda that have any impact on a Proponent's Proposal will be posted on the Bidding Portal at least 7 Days prior to the Proposal Submission Deadline, unless it is an addendum that extends the Proposal Submission Deadline or the addendum (in the sole discretion of CANOE) addresses matters that are not likely to be material to whether a Proponent submits a Proposal or to a Proposal's contents.

2.10 Withdrawal of Proposal

A Proponent may withdraw its Proposal at any time. To withdraw a Proposal, send written notice to the RFP Contact. CANOE has no obligation to return withdrawn Proposals.

2.11 Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the Proposal Submission Deadline.

2.12 Rectification Period

If CANOE determines that a Proposal fails to contain the elements listed in the Mandatory Requirements Schedule or has some other technical irregularity, CANOE may issue a rectification notice to the applicable Proponent, identifying the irregularity and granting the Proponent an opportunity to rectify it.

If, prior to the expiry of the Rectification Period, the notified Proponent rectifies the irregularity (and delivers the rectified element(s) according to Section 3.1 (Proposal Delivery) or as otherwise stated in the notice), CANOE will consider the rectified element(s) during the evaluation process.

If the notified Proponent fails to do so, its Proposal may be disqualified.

2.13 Clarification of Proponent's Proposal

CANOE shall have the right at any time after the Proposal Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. CANOE shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by CANOE from a Proponent in response to a request for clarification from CANOE may be considered to form an integral part of the Proponent's Proposal, in CANOE's sole discretion.

2.14 Verification of Information

CANOE may:

- (a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in any subsequent communication by whatever means CANOE may deem appropriate, including contacting persons in addition to those offered as references;
- (b) reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is doubtful; or
- (c) access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and CANOE shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

2.15 No Publicity or Promotion

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

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

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

2.16 Confidentiality and Privacy

2.16.1 Confidential Information of Canoe Procurement Group of Canada

At any time during this RFP process, CANOE may request that all Proponents (or all Eligible Proponents, depending on the stage of the process) to sign a confidentiality agreement in connection with matters arising out of this RFP, and as a mandatory requirement to continue to participate in the RFP. Proponents that decline to sign such an agreement may be ineligible to continue to participate in the RFP.

2.16.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, CANOE will treat the Proponents' Proposals (including, but not limited to pricing and product information) and any information gathered in any related process as confidential and will restrict access to such information to those of its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations.

CANOE does not intend to treat as confidential any information that is or becomes generally available to the public other than as a result of disclosure by CANOE.

2.16.3 Personal Information

Personal Information shall be treated as follows:

- (a) ***Submission of Information*** – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should CANOE request such information, they will treat this information in accordance with the provisions of this section and will maintain the information for a period of up to 7 years from the time of collection.
- (b) ***Use*** – Any Personal Information that is requested from each Proponent by CANOE shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Supplier, for contract management purposes.
- (c) ***Consent*** – It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to CANOE. If any Personal Information is disclosed to CANOE by a Proponent, they will consider that the appropriate consents have been obtained for the disclosure to and use by CANOE of the requested information for the purposes described herein.

2.17 Debriefing

Proponents may request a debriefing meeting with CANOE. Such requests must be made to the RFP Contact within 20 Days following the date of posting of a contract award notification in respect of the RFP.

Debriefing meetings will be held by telephone unless otherwise agreed.

2.18 Bid Protest Procedure

Before initiating the bid dispute process, Proponents should raise their concerns with the RFP Contact, either as part of the question-and-answer period or (if feasible) a debriefing. If the Proponents is not satisfied with the outcome, and wishes to initiate a formal bid dispute, the Proponents must follow the steps set out in CANOE's bid dispute procedure (summarized below).

All bid disputes will receive a formal review and all Proponents who initiate a bid dispute in accordance with CANOE's procurement policy will be provided with a formal response.

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

- (a) The name, address, and telephone number of the Proponent;
- (b) An indication that the bid dispute is authorized by an authorized signing officer or representative of the Proponent;
- (c) The RFP number;
- (d) Identification of the statute or procedure that is alleged to have been violated;
- (e) A precise statement of the relevant facts;

- (f) Identification of the issues to be resolved;
- (g) The Proponent's argument and supporting documentation; and
- (h) The Proponent's proposed resolution. All documentation must be addressed to:

Attention: Chief Operating Officer
Canoe Procurement Group of Canada
2510 Sparrow Drive, Nisku, Alberta T9E 8N5

Once a bid dispute has been received, the Chief Operating Officer will initiate a review of the matter. The Chief Operating Officer will complete that review and provide a response to the Proponent as soon as reasonably possible, but generally within 10 Business Days.

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

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

2.19 Freedom of Information Legislation

Freedom of information legislation applies to records in the custody and/or control of CANOE (and Members, generally). That legislation applies to any information provided by Proponents to CANOE in connection with this RFP. Such information may be subject to requests for access under that legislation and can only be withheld from disclosure in specific circumstances. CANOE is itself subject to the *Freedom of Information and Protection of Privacy Act* (Alberta).

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position or invade the privacy of identified individuals. Generally, only specific portions of a Proposal should be identified.

2.20 Competition Act

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

2.21 Trade Agreements

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

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

- Atlantic Procurement Agreement.

2.22 Rights of Canoe Procurement Group of Canada – General

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

- (a) make public the names of any or all Proponents;
- (b) request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal;
- (c) waive formalities and accept Proposals that substantially comply with the requirements of this RFP;
- (d) contact or not contact any or all references provided by the Proponent;
- (e) verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal, as described in Section 2.14 (Verification of Information);
- (f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with CANOE impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- (g) disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of CANOE, and CANOE determines that no reasonable mitigation is possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of CANOE;
- (h) disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- (i) disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (j) disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - (i) are subject to final judgments in respect of serious crimes or other serious offences; or
 - (ii) have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent – including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Proposal, or have made false declarations to CANOE;

- (k) disqualify any Proponent if the Proponent has failed to pay taxes;
- (l) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (m) accept or reject a Proposal if only one Proposal is submitted;
- (n) accept any Proposal in whole or in part;
- (o) reject a subcontractor proposed by a Proponent within a consortium;
- (p) reject a Proposal:
 - (i) if CANOE or RMA has initiated a dispute, claim or litigation with that Proponent;
 - (ii) if that Proponent has initiated or is involved in a dispute, claim or litigation against CANOE or RMA that CANOE or RMA considers to be frivolous, vexatious, without merit and/or unreasonable;
 - (iii) if the Proponent has failed to satisfy an outstanding debt to CANOE or RMA;
 - (iv) if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - (v) if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
 - (vi) if CANOE determines that it would not be in the public interest to accept the Proposal;
- (q) select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CANOE; or
- (r) cancel this RFP process at any stage (without providing reasons), and thereafter issue a new request for proposals, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this RFP.

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

2.23 Rights of Canoe Procurement Group of Canada – Ranking Proponent

If the Ranking Proponent fails or refuses to execute the Agreement and provide any necessary documentation in connection therewith within 10 Business Days from being notified that it is the Ranking Proponent, CANOE may, in its sole discretion:

- (a) extend the period for concluding the Agreement (provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, CANOE may, in its sole discretion, terminate the discussions);

- (b) exclude the Ranking Proponent's Proposal from further consideration and notify the next highest-ranked Proponent (who will then be deemed to be the Ranking Proponent) that it is the Ranking Proponent; or
- (c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP or other procurement process for the same or similar Goods/Services.

2.24 Proponent's Costs

Each Proponent shall bear all costs and expenses incurred by that Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- (a) the preparation, presentation, and submission of its Proposal;
- (b) the demo equipment provided to CANOE, if applicable;
- (c) the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- (d) the conduct of any due diligence on its part, including any information gathering activity;
- (e) the preparation of the Proponent's own questions prior to the Proposal Submission Deadline; and
- (f) any discussion and/or negotiation, if any, in respect of the Agreement.

2.25 Priority of Documents

In the event of any inconsistencies between the provisions of the main part of the RFP and the Schedules, the Schedules shall prevail over the RFP during the RFP process.

PART 3

PROPOSAL DELIVERY AND FORMAT

3.1 Proposal Delivery

To be considered in the RFP process, a Proponent's Proposal must be received by the Proposal Submission Deadline.

Proposals must be electronically delivered to CANOE to proposals@canoeprocurement.ca. The email delivery size shall be no larger than 20MB.

Proposal submitted must identify the RFP number (*CAN-2022-015*), Proposal Category Name (*Peeled Fence Post with Related Supplies*), the message "Hold for Proposal Opening", and the Proposal Submission Deadline (*September 27, 2022*) within the Subject Line.

Proponents are responsible for checking with the Bidding Portal and CANOE for any addenda to this RFP. Addenda to this RFP can change the terms and conditions of the RFP, including the Proposal Submission Deadline.

3.2 Proposal Format

The Proposal must include these items:

- (a) Copy of Certificate of Insurance verifying the coverage identified in this RFP; and
- (b) Complete copy of the Proposal in searchable format. Must contain completed Forms A-E, your complete list of Goods/Services and pricing additional to Form A including appropriate discount per Good/Service category, and all appropriate attachments.
- (c) All Proposal forms must be legible. Where a form contains a signature line, the form must be executed by an authorized signatory of the Proponent.

As an association representing public bodies, CANOE's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as non-public. Accordingly, public data is available for review through a properly submitted FOIP request. Please see Form C for further information and to redact non-public information from your proposal.

Proposals should use the electronic forms provided. Proponents that use alternative documents are responsible for ensuring that the content is substantially similar to the CANOE form and that the document is readable by CANOE.

Proposals are to be submitted in English only, and any Proposal received by CANOE that is not entirely in English may be disqualified.

3.3 Proposal Contents

Proposals must contain the elements listed in the Mandatory Requirements Schedule. A failure to do so will result in the Proposal being disqualified. Proponents should provide responses to the mandatory requirements in the corresponding schedule or as otherwise directed.

Proposals should address the elements listed in the Rated Elements Schedule by submitting completed Forms A-E and providing any additional information not sufficiently addressed by those forms in a supplemental written document under corresponding headings. Rated elements will be scored and failure by a Proponent to fully address any rated element will affect the Proponent's evaluation and final score under Part 4 (Evaluation Process).

Pricing information is to be provided per Form A –

PART 4 EVALUATION PROCESS

4.1 General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Elements	700	-
III	Discount & Pricing	300	-
IV	Reference Verification	(Pass/Fail)	Pass
	Total	1,000	65%

4.2 Stage I – Review of Mandatory Requirements (Pass/Fail)

A Proposal must meet the requirements set out in the Mandatory Requirements Schedule.

Stage I will consist of a review to determine which Proposals comply with those requirements.

Subject to Section 2.12 (Rectification Period), if a Proposal fails to satisfy all of those requirements then it will be disqualified.

4.3 Stage II – Evaluation of Rated Elements

The Evaluation Team will score each Eligible Proposal according to the rated elements listed in the Rated Elements Schedule.

Unless otherwise provided in this RFP, each rated element will be generally evaluated in accordance with the following methodology. Where a given criterion is not scored out of 10 points, the Proponent will receive a score for that criterion that is based on its score out of 10 according to this Section, but pro-rated based on the maximum score attributable to that criterion.

Score	Description
10	<p>All the following are true:</p> <ul style="list-style-type: none"> information addresses all material points, AND information has no shortcomings / deficiencies, and is credible, AND information is fully consistent with the rest of the Proposal
8-9	<p>As with 10, except information contains shortcomings / deficiencies that slightly weaken the credibility / persuasiveness / value of the Proposal.</p>
7	<p>As with 10, except one of the following is true:</p> <ul style="list-style-type: none"> information addresses most (but not all) material points, OR information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, OR information is inconsistent with other (non-material) aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
5-6	<p>As with 10, except two or more of the following are true:</p> <ul style="list-style-type: none"> information addresses most (but not all) material points, AND/OR information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, AND/OR information is inconsistent with other aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
3-4	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> information fails to address most material points, AND/OR information contains shortcomings / deficiencies that significantly weaken the credibility / persuasiveness / value of the Proposal, AND/OR information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
1-2	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> information fails to address any material points, AND/OR information contains shortcomings / deficiencies that undermine the credibility / persuasiveness / value of the Proposal, AND/OR information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
0	<p>No relevant information</p>

4.4 Stage III – Program Pricing

Only at the completion of all other rated criteria for all Eligible Proposals will the RFP Contact and evaluation committee evaluate the Form A – of Eligible Proposals.

Program Pricing will be scored based on a relative pricing formula on the basis of the information provided in the Form A – **Proponents are expected to provide their standard pricing for the scope of Goods/Services being offered and the corresponding discount being offered to Canoe Members on the same scope of Goods/Services being offered, in addition to the building examples found in Appendix 1 – Goods/Services Description.**

Each Proponent will receive a percentage of the total possible points allocated to the Program Pricing model by dividing the lowest price by the Proponent's price for the Goods/Services. For example, if the lowest price offered by one Proponent is \$200, that Proponent will receive 100% of the possible points ($200/200 \times 100 = 100\%$). A Proponent who bids \$250 will receive 80% of the possible points ($200/250 \times 100 = 80\%$) and a Proponent who bids \$300 will receive 66.7% of the possible points ($200/300 \times 100 = 66.7\%$).

Should a proponent provide multiple different discounts on varying categories, the discount proposed to the particular category will be scored relative to the highest discount proposed for the same category.

A mathematical or transposition discrepancy or error in the Form A – may be corrected by CANOE (in its sole discretion) by correcting the Proposal price as follows.

- If the discrepancy is in respect of extensions of unit prices, the unit price shall be taken as correct, and the extension shall be corrected accordingly.
- If a mathematical error is made in applying a fixed percentage to a stated amount (e.g., a 10% contingency fee on a pricing total), the recorded total will be corrected accordingly.
- If a mathematical error is made in adding line items to a total, the correct addition shall be taken as correct, and the recorded total will be corrected accordingly.
- If an error has been made in transferring an amount from one part of the Proposal to another, the amount shown before transfer shall be taken to be correct and the amount shown after the transfer and the Proposal price shall be corrected accordingly.
- If the discrepancy or error is such that more than one of the foregoing provisions applies, the corrections shall be applied sequentially, in descending order (provided that, if a mathematical error is made in adding line items to a total, the above will be applied first to correct individual line items, as appropriate).
- If the discrepancy or error is such that none of the foregoing provisions apply, the discrepancy or error shall be corrected by taking the lower of the inconsistent amounts as being correct, and the higher amount shall be corrected accordingly.

Any objection or refusal by a Proponent to CANOE applying any of the foregoing shall result in either the disqualification of the Proponent, or the Proponent receiving the lowest possible score on the relevant criterion, in the sole discretion of CANOE.

4.5 Tie Break Process

If two or more Proposals achieve a tie score on completion of the evaluation process (or any part of that process that limits the number of Proponents that can continue to the next stage), CANOE shall break the tie by comparing the scores of the highest rated criterion evaluated in that stage of the evaluation process. If a tie remains, then the second highest criterion will be used to compare scores, and so on, until the tie is resolved. If the tie cannot be so-resolved, then a tie shall be broken by coin toss or by draw of names from a hat – provided that the RFP Contact and at least two other CANOE personnel are present.

4.6 Stage IV – Reference Verification (*Pass/Fail*)

At this stage, the Evaluation Team may verify as many references provided by the Ranking Proponent as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed as to their satisfaction with the performance of the Proponent, on a pass/fail basis. Finalization of Agreement with Ranking Proponent

After identifying the Ranking Proponent, if any, CANOE may attempt to finalize the terms and conditions of the Agreement with the Ranking Proponent.

For certainty, CANOE makes no commitment to the Ranking Proponent that the Agreement will be executed. The Ranking Proponent acknowledges that the commencement of any discussions does not obligate CANOE to execute the Agreement.

CANOE shall at all times be entitled to exercise its rights under Section 2.23 (Rights of Canoe Procurement Group of Canada – Ranking Proponent).

CANOE's approach to any negotiations is set out at Section 1.9 (Agreement).

Appendix 1 - Goods/Services Description

All terms with initial capitalization that are not otherwise defined in this RFP, or this Schedule shall have the meaning ascribed to them in the Form of Agreement.

1. Scope

The scope of this RFP is to award a contract to a qualified Supplier defined as a manufacturer or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Suppliers will be awarded contracts based on the proposal and any clarifications deemed necessary by CANOE subsequent to the RFP close to responders that demonstrated ability to meet the expectations of the RFP and demonstrate the overall best value solutions which meet and/or exceed the current and future needs and requirements of CANOE and its Members within the scope of the Residential and Commercial Appliances RFP.

The estimated value of contracts awarded is \$3,000,000 annually throughout Canada.

This Appliances Program may include, but not be limited to, the following categories:

Peeled fence posts – all sizes	Barbed wire	Fence staples
Farm gates	Fence tools	Installation

1. Requirements and Deliverables

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

- Competitive pricing across the span of products and services offered beyond a defined basket of goods;
- Our Members ask; how fast, how much, is there a minimum order, does it matter where I live, how easy is it to order, how does this support the local economy and is this trade compliant, my needs are different than my neighbors can my agency benefit by using this contract, is there someone that can answer my questions, do you care about me as a customer?

To support an industry leading value-based solution for the supply of its Buildings Program, Canoe Procurement Group of Canada is requesting that all interested Proponents provide a thorough and comprehensive description of their ability to deliver on the following items found in the rated elements schedule.

2. Insurance Requirements

Insurance Liability Limits. The Supplier must maintain, for the duration of its contract, \$5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$5 million. Work on the Contract will not begin until after the Supplier has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

Minimum Scope and Limits of Insurance. The Supplier must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability—Occurrence Form.

The insurance policy must include bodily injury, property damage and broad form contractual liability coverage.

Each Occurrence \$5,000,000.00

The limits listed in this RFP are minimum requirements. CANOE does not warrant that the minimum limits contained herein are sufficient to protect a Supplier from liabilities that might arise out of the performance of the Agreement by the Supplier, its agents, representatives, employees, or subcontractors, and the Supplier is free to purchase additional insurance as may be determined necessary.

Insurance is to be placed with insurers duly licensed or authorized to do business in Canada.

A Suppliers' certificate(s) must include all subcontractors as additional insureds under its policies, or the Supplier must furnish to CANOE separate certificates for each subcontractor upon contract award. All coverage for subcontractors is subject to the minimum requirements identified above.

Proponents are strongly advised to contact their respective insurance broker(s) and assess the impact the insurance coverage requirements set out in the Agreement may have on their proposals and pricing. Proponents are expected to cover all required insurance-related costs in their proposed pricing.

3. Order Process and/or Funds Flow

Members typically issue a purchase order directly to a Supplier. A Supplier and a Member may (by mutual agreement) add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable than terms afforded to other Members. However, a Supplier may not make a Member's purchase conditional on adding terms or conditions without the prior written approval of CANOE.

Invoices and supplier payments are processed through CANOE. Invoices may be sent at any time; however, must be submitted in electronic format to the e-mail address or assigned Supplier portal provided. Suppliers must also provide consolidated monthly statements.

4. Administrative Fee

Suppliers will pay to CANOE an administrative fee. The administrative fee is designed to cover the costs of involvement in procurement administration, contract management, facilitating marketing efforts, Supplier and Member training, and any order processing tasks relating to the Agreement. Administrative fees may also be used for other purposes as allowed by Canadian federal and provincial law.

The administrative fee is typically calculated as a set percentage of the dollar volume of all Goods/Services purchased by Members under the Agreement, including anything represented to Members as falling under the Agreement.

The administrative fee is included in, and not added to, the pricing included in Proponent's Proposal. Suppliers must not charge Members more than the pricing in their Proposal in order to offset the administrative fee.

While CANOE does not dictate the fee percentage, we require that the Proponent articulate a specific fee in its Proposal. For example, merely stating that “we agree to pay an administrative fee” is considered nonresponsive. Canoe Procurement Group of Canada acknowledges that the administrative fee percentage may differ between Suppliers, industries, and responses.

Suppliers are responsible for paying the administrative fee on each invoice paid by CANOE done by “short paying” the invoiced amount by the percentage administrative fee contained within the Agreement. As an alternative to “short paying” the invoiced amount, Suppliers may remit the administrative fee to CANOE on a monthly/quarterly basis in accordance Member purchases through the Agreement.

Appendix 2 – Form of Agreement

Provided as a separate file

Mandatory Requirements Schedule

Mandatory Requirement	Evaluation
1. <u>Labelled Electronic Submission</u> The Proposals will be submitted to the proposals@canoeprocurement.ca email in the applicable format; labelled to prominently identify the RFP number (CAN-2022-015), proposal category name (<i>Peeled Fence Posts with Related Supplies</i>), the message "Hold for Proposal Opening", and the Proposal Submission Deadline (<i>September 27, 2022</i>).	<i>Pass or Disqualification</i>
2. <u>Proposal Format and Content</u> The Proposal includes all required content in electronic copy as set out at Section 3.2 (Proposal Format).	<i>Pass or Disqualification</i>
3. <u>Proof of Insurance</u> The original certificate of insurance is from a reputable insurer or insurers licensed to underwrite insurance in Canada. The certificate must list all of the insurance coverage specified in the Appendix 1 - Goods/Services and state that such insurance is in place. Note: Prior to signing the Agreement, the Supplier will be required to provide an original certificate from a reputable insurer or insurers licensed to underwrite insurance in Canada identifying Canoe Procurement Group of Canada as a "Certificate Holder". Any exceptions or assumptions to the insurance requirements must be identified on Form D – Exceptions to RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proponents submit must be specific. If a Proponent does not include specific exceptions or assumptions when submitting the Proposal, CANOE will typically not consider any additional exceptions or assumptions during the evaluation process.	<i>Pass or Disqualification</i>
4. <u>Workers Compensation Clearance Certificate</u> The Proposal includes a copy of the Proponent's current and valid workers compensation clearance certificate or letter.	<i>Pass or Disqualification</i>

Rated Elements Schedule

Rated Element	Available Points	Evaluation
Part A Corporate Overview (available points: 100)		
<p>1. <u>Corporate Overview</u></p> <p>Provide the following for the Proponent (and, if the Proponent is representing a consortium, each member of that consortium):</p> <ul style="list-style-type: none"> • Indicate full legal name, mailing address for Corporate and/or Canadian head office, email address, tax identification number and telephone number, • Brief company history, including core values, business philosophy, longevity in the industry related to this RFP, • Detailed description of the products and/or services being offered in the proposal. Include all subcategories of solutions that can also be included in this proposal, • Clarify organization's structure: Manufacturer, distributor, dealer, reseller, other, • Discuss Canadian market share, with meaningful data, for the solutions being proposed. 	40	Per Evaluation Matrix
<p>2. <u>Environmental, Social, and Governance Overview</u></p> <p>The Proponent should discuss their ESG strategy and their efforts and behaviours towards socially conscious long-term value and sustainability. Specifically, the Proponent should expand on pre-existing ESG initiatives and their positive outcomes, complemented with go-forward initiatives and their expected goals.</p> <p>Case studies are welcomed for this section and may be submitted in an appendix.</p>	30	Per Evaluation Matrix

Rated Element	Available Points	Evaluation
<p>3. <u>Financial Strength & Legal Actions</u></p> <p>-The Proponent should disclose if the business has ever petitioned for bankruptcy. Proponents who have petitioned for bankruptcy will be scored on the degree this may increase the risks or costs to CANOE or diminish the effectiveness of the Proponent's performance. If the Evaluation Team determines that bankruptcy presents significant concern in light of the foregoing, the Proponent may receive zero points for this section.</p> <p>-The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to effectively deliver the Goods/Services.</p> <p>Proponents who are subject to legal action will be scored on the degree to which the legal action may increase the risks or costs to CANOE or diminish the effectiveness of the Proponent's performance or output. If the Evaluation Team determines that legal actions present significant concern in light of the foregoing, the Proponent may receive zero points for this section.</p> <p>If CANOE determines that a Proponent is subject to a legal action that ought to have been disclosed and was not disclosed, CANOE may disqualify that Proponent.</p>	30	<p>Clearly provide all requested information.</p> <p>No bankruptcy petitions will receive maximum points (15)</p> <p>No legal actions will receive maximum points (15)</p>
Part B Experience and Qualifications (available points: 150)		
<p>4. <u>Proponent Experience</u></p> <p>Describe Proponent's experience in providing residential food recycling appliances to MASH sector and not-for-profit agencies. Special considerations around 'how long', 'how many', 'sales volume', 'MASH market share' are critical for this section. Also, discuss previous experience working with RMA and/or CANOE.</p> <p>Additionally, proponent experience will include the implementation of small to large scale residential household organics diversion programs within the public sector. CANOE is requesting reference letters from two (2) public sector clients where organics diversion programs were implemented successfully.</p>	100	<p>Per Evaluation Matrix</p> <p>Reference letters will account for 50 of the possible 100 points available.</p>

Rated Element	Available Points	Evaluation
<p>5. <u>Personnel</u></p> <p>The Proponent should submit information related to the qualifications and experience of personnel who will form the Proponent's core team that will act as the designated representatives for CANOE, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.16.3 (Personal Information) before submitting any such personal information.</p>	30	Per Evaluation Matrix
<p>6. <u>Certifications</u></p> <p>The Proponent should submit information related to industry and safety certifications. Additionally, the Proponent should discuss the workplace certifications for its employees, such as COR certification or equivalent.</p>	20	Per Evaluation Matrix
Part C Goods/Services Description (available points: 600)		
<p>7. <u>Functional Requirements</u></p> <p>Range of Products: Interested Proponents are requested respond with their most comprehensive list of related products that are considered applicable to the product and service categories within this RFP. Proponents must respond with solutions for product support post sale.</p> <p>Program Pricing: In correlation with the range of products highlighted in this RFP, Proponents are requested to provide a corresponding Program Pricing model for all products listed in the response. This Program Pricing model should come in the form of line-item prices that represents the % discount off the Proponent's list/posted/published/catalogue price. National account pricing is the preferred Program Pricing model for all manufactures proposals.</p> <p>Administration Fee: Administrative fees are intended to offset the solicitation, administration, marketing, and accounting functions provided by CANOE and Members.</p>	50 300 20	Maximum points if a Proponent's range of products includes all categories listed. Per section 4.4 – Discount Model and Member Pricing Maximum points to Proponent with highest proposed administration fee

Rated Element	Available Points	Evaluation
<p>Product Distribution: Interested Proponents are requested to respond with their comprehensive list of service locations/regions and their best offer for product delivery and timelines. Proponents are encouraged to demonstrate their robust supply chain network that delivers exceptional value to customers and reduces lead times. Proponents are asked to provide a description of their distribution network(s) in Canada along with any excluded regions in Canada that cannot be served through this network.</p>	150	Per Evaluation Matrix
<p>Product Availability: Interested Proponents must respond with a description of ability to supply products in a timely manner to Members. Rated elements include product availability KPI's such as fill rate effectiveness, on-time orders, perfect order performance, order cycle time, and customer satisfaction levels (measured in Net Promoter Scores). Demonstrate these KPI's with meaningful data.</p>	50	A maximum score of 10 points for each KPI, total of 50
<p>8. <u>Technical Requirements</u></p> <p>The Proponent's ability to provide electronic billing compatible with the CANOE accounting system for Member purchases. Additionally, the Proponent must confirm its capability to provide sales reporting that can be segregated regionally.</p>	30	Per Evaluation Matrix
<p>Part D Proposed Approach and Marketing Plan (available points: 150)</p>		
<p>9. <u>Proposed Approach</u></p> <p>Describe the critical success factors, risks, and strategic opportunities for this project.</p> <p>Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract.</p> <p>You should address your approach to:</p> <ul style="list-style-type: none"> • Project management • Change management 	50	Per Evaluation Matrix

Rated Element	Available Points	Evaluation
<ul style="list-style-type: none"> • Quarterly meetings • Member outreach • Analysis of current & future opportunities 		
<p>10. <u>Proposed Marketing Plan</u></p> <p>Provide a high-level marketing plan showing the Proponent's commitment to successful implementation of the Goods/Services. Examples include co-branded marketing materials, product information available through website, tele-marketing, training, factory tours, use of associations newsletters, participation in tradeshows and any other opportunities for outreach.</p> <p>CANOE has the following expectations regarding the marketing plan, which the Proponent should address:</p> <ul style="list-style-type: none"> • <i>Effective communication.</i> Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted Goods/Services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the selected proponent's sales teams. • <i>Demonstrate the ability to deploy sales force or dealer network.</i> CANOE expects that a Supplier's sales force will likely be the primary source of communication with Members and will directly affect the contract's success. Effective Proposals demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Members in all provinces and territories (although a national scope is preferred, a Proponent may specify only certain regions for its Proposal). Proponents' responses should fully demonstrate their sales and service capabilities, should outline their provincial sales force network (both numerically geographically), and should describe their method of distribution of the offered Goods/Services. Service may be independent of the 	100	Per Evaluation Matrix

Rated Element	Available Points	Evaluation
<p>product sales pricing, but CANOE encourages related services to be a part of Proponents' response.</p> <ul style="list-style-type: none"> • <i>Demonstrate a commitment to fully embrace the CANOE contract.</i> Proponents should identify both the appropriate levels of sales management and sales force that will need to understand the value of the CANOE contract, as well as the internal procedures needed to deliver the appropriate messaging to Members. Proponents should outline their proposed involvement in promoting a CANOE contract through applicable industry trade show exhibits and related customer meetings. Proponents are encouraged to consider participation with CANOE at Canoe-endorsed tradeshows and tradeshows of the represented associations. • <i>Process commitment.</i> Proponents should identify their commitment to develop a sales/communication process to facilitate Member purchases and establish status of current and potential agencies/members. Proponent should further express their commitment to capturing sufficient Member information as is deemed necessary by CANOE. • <i>Additional steps if awarded contract.</i> Proponents should exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items if awarded a contract: <ul style="list-style-type: none"> ○ <i>Complete marketing plan.</i> The Supplier will be required to submit a marketing plan outlining how it will launch the CANOE contract to current and potential Members. CANOE requires the Supplier to embrace and actively promote the contract in cooperation with the CANOE and the represented Associations. ○ <i>Printed and electronic marketing materials.</i> The Supplier will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the CANOE directory and other approved marketing publications. Suppliers will work with CANOE to create co-branded materials both in 		

Rated Element	Available Points	Evaluation
<p>print and electronic format. Suppliers will provide CANOE permission to use logos in marketing materials and presentations.</p> <ul style="list-style-type: none"> ○ <i>Contract announcements and advertisements.</i> Suppliers will outline in the complete marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded CANOE contract. ○ <i>Supplier's website.</i> The Supplier will establish how an awarded contract will be displayed and linked on the Supplier's website. An online shopping experience for Members is desired whenever possible, available through a CANOE landing page. 		

Form A – Program Pricing

Proponent is to provide a complete list of products / product categories with a proposed Program Pricing structure off published list price reflected in member price. Sheet provided is for example purposes only.

Category: Peeled Fence Posts

Discount Off List: _____

Product Description	Product Number	List Price	Member Price

Category: Barbed Wire

Discount Off List: _____

Product Description	Product Number	List Price	Member Price

Category: Farm Gates

Discount Off List: _____

Product Description	Product Number	List Price	Member Price

Category: Farm Staples

Discount Off List: _____

Product Description	Product Number	List Price	Member Price

Form B – Proponent Questionnaire

General Business Information

Proponent Name: _____

Questionnaire completed by: _____

Please identify the person that CANOE should correspond with from now through the Award process:

Name: _____ Email address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows the CANOE evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. CANOE prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “N/A” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Corporate Overview – please provide a brief overview of the following information, no more than 10 pages in length.

History of your company and organization
Products and Services
Manufacturing Facilities, if applicable
Locations and Branches
Sales and Customer Support Teams
E-commerce Tools
Value Added Services
Turnaround Times

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the industry relating to this RFP. Include your company’s environmental, social, and governance initiatives here.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) Demonstrate your financial strength and stability with meaningful data.
- 5) What is your Canadian market share for the solutions that you are proposing?
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of

the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

8) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

9) Provide all “pending or threatened legal action” information that has applied to your organization during the past ten years.

10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

11) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the province the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

12) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

13) List any provincial or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

14) What do you consider to be the top three market differentiators of your products/services relative to this RFP category?

15) Describe your experience in working with Canoe Procurement Group of Canada, RMA, and represented Association’s members.

Proponent’s Ability to Sell and Deliver Service Nationwide

16) Describe your company’s capability to meet the CANOE Member needs across Canada or for each geographical area that the Proponent wishes to do business in. Your response should address at least the following areas.

- Sales force.
- Dealer network or other distribution methods.
- Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

17) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

18) Identify any geographic areas in Canada that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional

presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

Marketing Plan

- 19) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your CANOE pricing and other contract detail to your sales force provincially.
- 20) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 21) Describe your commitment to attending and/or sponsoring member engagement events (e.g., trade shows, conventions, golf tournaments, etc.)
- 22) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 23) How will you integrate a CANOE awarded contract into your sales process?
- 24) Are your products or services available through an e-procurement ordering process?

Value-Added Attributes

- 25) Describe any product, equipment, maintenance, training programs that you offer to CANOE Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 26) Describe any technological advances that your proposed products or services offer.
- 27) Describe any “green and/or charitable” initiatives that relate to your company or to your products or services and include a list of the certifying agency for each.
- 28) What unique attributes does your company, your products, or your services offer to CANOE? What makes your proposed solutions unique in your industry as it applies to CANOE Members?

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to CANOE. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the CANOE Members' purchase orders.

Warranty

- 3) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions in Canada for which you cannot provide a certified technician to perform warranty repairs? How will CANOE Members' and represented Association Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

4) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

5) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

6) Describe your Program Pricing model (e.g. line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the CANOE discounted price) on all the items that you want CANOE to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract.)

7) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents a 50% percent discount from the MSRP or your published list.

8) The pricing offered in this proposal is

- a. the same as the Proponent typically offers to an individual municipality, university, or school district.
- b. the same as the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.
- c. better than the Proponent typically offers to GPOs, cooperative procurement organizations, or provincial purchasing departments.

9) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

10) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proponent.

11) Specifically describe product delivery programs for Canada.

12) Describe any unique distribution and/or delivery methods or options offered in your proposal.

13) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with CANOE. This process includes ensuring that CANOE Members obtain the proper pricing, that the Supplier reports all sales under the Contract.

14) Identify a proposed administrative fee that you will pay to CANOE for facilitating, managing, and promoting the Contract in the event that you are awarded a Contract. This fee is typically calculated

as a percentage of Supplier's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 5.28 and following for details.)

Industry-Specific Questions

- 15) Describe the top three market differentiators of your products/services relative to this RFP category.
- 16) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment, and supplies.

Signature: _____ Date: _____

Form C – Proponent Information and Assurances

I am duly authorized by the undersigned company (the “**Proponent**”), including the persons, firms, corporations, and advisors joining in the submission of this Proposal, and represent to Canoe Procurement Group of Canada (“**CANOE**”) that the following information is correct. Terms not defined herein are defined in the RFP.

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) All other registered business names under which the Proponent carries on business are:

(c) The jurisdiction in which the Proponent is organized and existing is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

Contact Name: _____

Address: _____

Telephone: _____

E-mail address: _____

2. Addenda and Form of Agreement

The Proponent is deemed to have read and accepted all addenda to the RFP issued by Canoe Procurement Group of Canada to date. The Proponent understands that the onus remains on the Proponent to have made any necessary amendments to its Proposal based on the addenda.

3. Unfair Advantage and Conflict of Interest

The Proponent has reviewed the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP. If the boxes below are left blank, the Proponent shall be deemed to declare that (a) it has had no Unfair Advantage in preparing its Proposal and (b) there is no foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If either or both of the statements below apply, check the appropriate box:



The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.

The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), relevant details are to be set out below.

4. Disclosure of Information and Freedom of Information

The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by CANOE to CANOE'S advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

Freedom of information legislation (**FOIP**) will apply to records provided to CANOE by a Proponent and may require disclosure of such records to third parties.

The following chart is provided for Proponents to list all records supplied in confidence by the Proponent to CANOE pursuant to this procurement process (e.g. their Proposal or any accompanying documentation). It is intended to assist CANOE in determining what aspects of the Proposal are non-confidential (i.e., contain publicly available information), and what aspects are confidential. Confidential aspects either contain:

- business information – where disclosure would be harmful to the Supplier's business interests, or
- personal information – where disclosure would be an unreasonable invasion of personal privacy.

Record	Full Disclosure	Partial Disclosure	Identify portions of Record (e.g., pages or sections) that are supplied in confidence and the exemption(s) or exclusion(s) under FOIP being relied upon

Note: Listing the entire Proposal is not a useful means of distinguishing confidential from non-confidential information.

5. Capabilities and Performance

Check the appropriate box:

The Proponent's Proposal applies to the sale of Goods/Services to Members in all Canadian provinces and territories, without any geographic restriction.

The Proponent's Proposal only applies to the sale of Goods/Services to Members in the following provinces, territories or regions:

It is the responsibility of the Proponent to seek clarification from the RFP Contact or its own advisors on any matter it considers to be unclear – including any indemnity and insurance requirements in the

Appendix 2 – Form of Agreement.

The Proponent understands that no delivery of Goods/Services will commence until CANOE has entered into a contract with a Supplier.

Signature of Proponent representative

Name and Title

Date:

I have authority to bind the Proponent.

Pass or Disqualification

Form D – Exceptions to RFP

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proponent's response. The Proponent acknowledges that the exceptions listed may or may not be accepted by CANOE or included in the final contract. CANOE will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	CANOE ACCEPTS

Proponent's Signature: _____ Date: _____

Canoe Procurement Group of Canada's clarification on exceptions listed above:

Form E – Pre-Submission Checklist

PRE-SUBMISSION CHECKLIST

Check when

completed

Contents of Your Bid Proposal

Form A: Price

Form B: Proponent Questionnaire

Form C: Proponent Information

Form D: Exceptions to Proposal, Term, Conditions and Solutions Request

Form E: Pre-Submission Checklist

Certificate of Insurance with \$5 million coverage

Certificate of Recognition or Small Employer Certificate of Recognition

Worker's Compensation Clearance Letter

Acknowledgement and list of addendums received

Pricing for all Products/Equipment/Services within the RFP being proposed

Entire Proposal submittal including signed documents and forms.

All forms Signed and Dated.

Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"

Response Package delivered prior to deadline

Proponent's Signature: _____ **Date:** _____