

PROGRAM AGREEMENT

THIS AGREEMENT is between **CANOE PROCUREMENT GROUP OF CANADA**, a tradename of the Rural Municipalities of Alberta, a corporation incorporated pursuant to the laws of Alberta ("**CANOE**") and:

Supplier Legal Name: ATS Traffic Ltd.

Supplier Corporate Jurisdiction: 9015 14 Street NW, Edmonton, Alberta T6P 0C9
(the "**Supplier**"), as of

Date of Agreement: August 15, 2025 regarding

RFP No. CAN-2025-008

RFP Title Traffic Supplies and Related Accessories
(the "**RFP**").

BACKGROUND

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

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

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the corresponding meanings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FOIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, Chapter F-25, as amended or superseded.

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

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

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

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

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

"Personal Information" has the meaning ascribed to it in FOIPPA.

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

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

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

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

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

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

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

1.2 Term

This Agreement comes into effect on the Effective Date and shall continue in force for **until October 31, 2029**, unless terminated in accordance with its provisions. That initial term may be extended by a further period of **1 year** year by Canoe.

1.3 Rules of Interpretation

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

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

1.4 Schedules

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

Schedule A	RFP Particulars
Schedule B	Supplier Response to the RFP
Schedule B1	Pricing

Schedule C
Schedule D

Marketing and Promotion of Agreement
Sample Sales Report

1.5 Order of Priority

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

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

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

ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

- (a) The Parties agree that Canoe administers the Program as set out in this Agreement. Through the Program, Members have the option to purchase from the Supplier, and the Supplier agrees to supply to Members, the Goods/Services at Program Pricing.
- (b) Members using the program may wish to enter into a separate Purchase Agreement or Participating Addendum negotiated directly with the Supplier that contains additional terms and conditions. The terms of that Purchase Agreement cannot be less favorable to the Member than this Agreement, nor shall they conflict with any provision of this Agreement.
- (c) All Members orders under this Agreement must be issued prior to expiration of this Agreement; however, Supplier performance, Member payment, and any applicable warranty periods or other Supplier or Member obligations may extend beyond the term of this Agreement.
- (d) The Parties agree that the Supplier is an independent supplier and is not the agent or partner of Canoe. Nothing contained in this Agreement shall create or be deemed to create the relationship of joint venture, partnership, or agency between the Parties. Neither Party shall represent itself as the joint venturer, partner or agent of the other. The Supplier has no authority to bind Canoe, and will not represent itself as having that authority.

2.2 Responsibilities of the Supplier

- (a) The Supplier will work and act in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement.
- (b) The Supplier will facilitate and administer the marketing and sales aspects of the Program as outlined in this Agreement – including Schedules A, B and C.
- (c) The Supplier will execute the engagement plan set out in Schedules A and B and will refine that plan over the course of the Term, and as reasonably requested by Canoe.
- (d) The Supplier acknowledges that Articles 1-11, Schedules A, B, C will be posted on www.canoeprocurement.ca.
- (e) The Supplier will provide prompt cooperation to Canoe and its representatives to ensure that the Program is effective and responsive to Members.
- (f) The Supplier will manage the transition of Members into the Program, and will take commercially reasonable efforts to ensure a prompt and seamless transition.
- (g) During the Term, the Supplier will continually provide Members with the Program Pricing for all Goods/Services.
- (h) The Supplier will communicate directly with Members regarding low stock levels, major discounts, and other time sensitive subject matter.
- (i) The Supplier will inform Canoe of important developments within the industry that affect the Program or the Goods/Services.
- (j) The Supplier will maintain the insurance required under Section 11.3 at all times during the Term.
- (k) The Supplier will provide the insurance documents, sales report and pay the administrative fee as required by Canoe on time.

2.3 Responsibilities of Canoe

- (a) Canoe will facilitate and administer the financial and payment aspects of the Program as outlined in this Agreement – including all the Schedules.
- (b) Canoe will act as a liaison between the Supplier and the Members, to help facilitate obtaining any information required in relation to the Program. Canoe will support the Supplier's Program marketing efforts by making information about the Program available to its Members.

2.4 Obligations of Suppliers to Members

- (a) Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Member.
- (b) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal/quote may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other

relevant terms of the Deliverables. Supplier and Member may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for the Deliverables. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- (c) **Applicable Taxes.** Member is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- (d) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Canoe will have no liability for any unpaid invoice of any Member.
- (e) **Transaction Documents.** Member may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier and Member may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Member must include specific reference to this Agreement by number and to Member's unique Canoe account number.
- (f) **Additional Terms and Conditions Permitted.** Member and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant this Agreement when necessary and as solely determined by Member however they cannot be less favorable to the Member than the terms of this Program Agreement. Canoe has expressly reserved the right for Supplier and Member to address any necessary provisions within transaction documents not expressly included within this Agreement.
- (g) **Participating Addendums.** Supplier and Member may enter a Participating Addendum or similar document extending and supplementing the terms of this Agreement to facilitate adoption as may be required by a Member.
- (h) **Subsequent Agreements and Survival.** Supplier and Member may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Agreement as determined in the discretion of Member.

2.5 **Program Leads**

- (a) Canoe and the Supplier will each designate a representative from its organization with the authority and competence to coordinate and manage its contributions to the Program on such Party's behalf (each a "**Program Lead**").
- (b) Once each quarter, or as otherwise reasonably requested by either Party, the Program Leads shall formally review the progress of the Program including any problems, concerns, results and any other information material to the progress and success of the Program. Such review shall occur by teleconference at a time mutually agreeable to the Program Leads.

2.6 No Guaranteed Volumes

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

2.7 Exclusivity

Canoe makes no assurances that Members will exclusively purchase Goods/Services from the Supplier. Members are not bound to purchase Goods/Services through the Program and may contract with others for the same or similar goods or services.

2.8 Conflict of Interest

The Supplier shall take reasonable measures to ensure that its directors and officers involved in the Program promptly disclose to it any actual or reasonably suspected Conflict of Interest in connection with the Program. The Parties shall cooperate in determining whether a Conflict of Interest exists and how it will be addressed or avoided, and provided that if the Conflict of Interest cannot be resolved to Canoe's satisfaction, acting reasonably, Canoe may deem the Conflict of Interest to be a material breach of this Agreement by the Supplier.

ARTICLE 3 FINANCIAL MATTERS

3.1 Maximum Pricing

Except for pre-approved adjustments made pursuant to Section 8.1, all Pricing shall be fixed at or below the Pricing listed in Schedule B1 for the entire term of this Agreement including the extension period if exercised.

3.2 Administrative Fees

- (a) During the Term, the Supplier will pay to Canoe the Administrative Fee defined in Schedule B based on the aggregated invoiced value before tax of all Goods/Services acquired by all Members from the Supplier.
- (b) The Administrative Fee will be paid monthly on the fifteenth (15th) day of each month to Canoe via electronic funds transfer ("EFT") at accounting@canoeprocurement.ca.

3.3 Supplier Expenses

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

3.4 Billings and Payment

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

(b) CANOE Invoicing

- (i) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through the CANOE.
- (ii) Invoices must be submitted in electronic format to invoices@canoeprocurement.ca.
- (iii) All invoices must include:
 - (A) a 'Bill To' section to the CANOE address;
 - (B) a 'Ship To' section that includes the Member name, address, and Canoe Member number;
 - (C) Canoe contract number; and
 - (D) for each type of Goods/Services purchased by the Member:
 - (I) detailed description of what was purchased;
 - (II) quantities, unit price, discount rate(s), and extended price (these prices shall include any Administrative Fee based on Schedule B); and
 - (III) GST, PST, and/or HST number (stated separately).
- (iv) Invoices should not include:
 - (A) any statement of an Administrative Fee or commission;
 - (B) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (v) CANOE will pay the invoice provided by the Supplier within 30 days of receiving the invoice less the Administrative Fee defined in Schedule B.

(c) Member Invoicing

- (i) All invoices regarding Member purchases of Goods/Services and all payments to the Supplier in satisfaction of those invoices are processed through the Supplier.
- (ii) All invoices must include:
 - (A) a 'Bill To' section to the Member address;
 - (B) a 'Ship To' section that includes the Member name, address, and Canoe Member number;
 - (C) Canoe contract number; and

- (D) for each type of Goods/Services purchased by the Member:
 - (E) detailed description of what was purchased;
 - (F) quantities, unit price, and extended price (these prices shall include any Administrative Fee based on Section A2); and
 - (G) GST, PST, and/or HST number (stated separately).
- (iii) Invoices should not include:
- (A) any statement of an Administrative Fee, commission or discount rate; or
 - (B) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (iv) The Administrative Fee will be paid monthly on the fifteenth (15th) day of each month to Canoe via electronic funds transfer ("EFT") at accounting@canoeprocurement.ca.
- (d) To the extent Canoe or any Member requests reasonable supporting documentation regarding invoiced amounts, the Supplier shall promptly provide it and the period to pay that invoice shall be extended by the time period between the Supplier's receipt of that request and the delivery of the relevant supporting documentation to Canoe.
- (e) The Supplier shall ensure that any person ordering on behalf of a Member provides the Supplier with the Member's Canoe member number for electronic entry on the invoice.

3.5 Financial Reporting and Record-keeping

- (a) The Supplier will provide monthly reports to Canoe about Member purchases under the Program due no later than the fifteenth (15th) of each month according to Schedule D (Sample Sales Report). If there are no sales to report, the report will indicate \$0.
- (b) All reports are to be sent to accounting@canoeprocurement.ca in xls format.
- (c) All reports must include:
- (i) Member name, number and address, province
 - (ii) Canoe contract number
 - (iii) Purchase order number
 - (iv) Transaction/PO date
 - (v) Accounting date

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

ARTICLE 4

TRADE-MARKS

4.1 Trade-mark License and Branding

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

- (a) it is the sole owner of all right, title, and interest in and to its Trade-marks;
- (b) any use of the other Party's Trade-marks enures solely to the benefit of that Party and neither Party acquires any rights in the other Party's Trade-marks as a result of such use;

- (c) it shall maintain and exercise control over the character and quality of the use of its Trade-marks as used in association with the Program; and
- (d) whenever it uses the other Party's Trade-marks in accordance with this Agreement, it shall (i) use such Trade-marks strictly in accordance with that other Party's standards of quality and specifications for appearance and style as may be supplied by that Party from time to time; (ii) use such Trade-marks only in the manner and form approved by that Party; (iii) clearly identify the use of the Trade-marks as a licenced use and identify the other Party as the owner of the Trade-marks, in any manner specified by the other Party from time to time; and (iv) not alter, modify, dilute or otherwise misuse the Trade-marks.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations by Each Party

Each Party represents and warrants to the other that:

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

5.2 Representations by the Supplier

The Supplier represents and warrants that:

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

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

ARTICLE 6

CONFIDENTIAL INFORMATION

6.1 Use and Non-Disclosure of Confidential Information

The Receiving Party agrees not to:

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

6.2 Protection

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

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

6.3 Mandatory Disclosure

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

6.4 Notice of Unauthorized Use or Disclosure

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

6.5 No Proprietary Right

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

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

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

6.7 Freedom of Information Laws

- (a) The Supplier acknowledges that Canoe is subject to FOIPPA and that any information provided to Canoe in connection with the Program or otherwise in connection with this Agreement, or held on Canoe's behalf, may be subject to disclosure in accordance with FOIPPA. The Supplier also acknowledges that Members may be subject to other freedom of information legislation, which may similarly require them to disclose any information provided to them or held on their behalf in connection with the Program or any Purchase Agreement.
- (b) To support Canoe's compliance with FOIPPA, the Supplier will:
 - (i) provide Canoe-related records to Canoe within seven (7) days of being directed to do so by Canoe;
 - (ii) promptly refer to Canoe all requests made to the Supplier by third parties referencing FOIPPA or other public sector freedom of information laws;
 - (iii) not access any Personal Information on Canoe's behalf unless Canoe determines, in its sole discretion, that access is permitted under FOIPPA and is necessary in order to provide the Program and/or Goods/Services to Members under the Program;
 - (iv) keep Canoe Confidential Information physically or logically separate from other information held by the Supplier;

- (v) not destroy any information related to Program Administration until seven (7) years after the termination of this Agreement unless authorized in writing by Canoe to destroy it sooner;
- (vi) implement other specific security measures requested by Canoe that in the reasonable opinion of Canoe would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Canoe Confidential Information (including, for greater certainty, information about or provided by any Member).

ARTICLE 7 INDEMNITY AND LIABILITY

7.1 Liability for Representatives

Each Party shall be responsible for any breach of this Agreement by its directors, officers, and employees – provided that Canoe shall not be responsible for the decisions, actions or omissions of any Member, including for the performance by any Member of its obligations under a Purchase Agreement.

7.2 Indemnity

- (a) Subject to the limitation of liability set out in Section 7.3 (and in the case of Canoe, subject to Section 7.1), each Party (an "**Indemnifying Party**") shall indemnify, defend (at its expense) and hold the other Party (the "**Indemnified Party**") and its directors, officers, employees, contractors and agents (collectively, the "**Indemnitees**") harmless in respect of any action, claim, demand, cost, charge, losses, and expenses (including legal costs on a substantial indemnity basis), whether or not well-founded, ("**Losses**") brought against or suffered by the Indemnitees arising out of or related to:

- (i) claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;
- (ii) claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property; or
- (iii) any breach of the Indemnifying Party's obligations, representations or warranties in the Agreement;

except to the extent that such Losses were not caused by the Indemnifying Party or any person for whom it was responsible. The foregoing indemnity shall be conditional upon the Indemnified Party notifying the Indemnifying Party as soon as is reasonably practicable in the circumstances of any Losses in respect of which this indemnity may apply and of which the Indemnified Party has knowledge, and the Indemnitee cooperating with the Indemnifying Party in the defence of any such claim or action. No such claim or action shall be settled or compromised by the Indemnifying Party without the Indemnified Party's prior written consent.

- (b) The indemnity obligations hereunder will be enforceable without right of set-off or counterclaim as against the Indemnitee. The Indemnifying Party will, upon payment of an indemnity in full under this Agreement, be subrogated to all rights of the Indemnitee with respect to the claims and defences to which such indemnification relates.

7.3 Limitation of Liability

In no event shall either party, its affiliates or any of their respective directors, officers, employees, agents, or subcontractors, be liable to the other party for any claim for punitive, exemplary, aggravated, indirect, consequential or special damages in connection with this agreement, including without limitation damages for loss of profits or revenue, or failure to realize expected savings, howsoever derived. The foregoing shall not supersede the terms of any purchase agreement which provide otherwise.

7.4 Equitable Relief

Each Party acknowledges and agrees that, in the event of any breach or anticipated breach of the provisions of this Agreement relating to Confidential Information or privacy, damages alone would not be an adequate remedy, and agree that the non-breaching Party shall be entitled to equitable relief in respect of that breach, such as an injunction, in addition to or in lieu of damages and without being required to prove that it has suffered or is likely to suffer damages.

ARTICLE 8 CHANGES AND TERMINATION

8.1 Product and Pricing Change Requests

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

8.2 Reduction in Scope

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

8.3 Termination by Either Party

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

8.4 Termination by Canoe

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

- (a) at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least sixty (60) days notice to the Vendor;
- (b) on written notice to the Supplier where the Supplier: (i) commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* or equivalent legislation; (ii) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (iii) has a receiver and/or manager appointed over its assets or makes an application to do so; (iv) has a resolution or a petition filed or an order made for its winding up; or (v) ceases to carry on business;
- (c) on thirty (30) days' written notice to the Supplier, following the occurrence of any material change in Canoe's requirements which results from regulatory or funding changes or recommendations issued by any Governmental Authority; or
- (d) on written notice to the Supplier if the Supplier breaches in any material respect any of its obligations or covenants hereunder with respect to Confidential Information or privacy.

8.5 Termination by the Supplier

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

8.6 Orderly Termination

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

8.7 No Limitation of Remedies

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

8.8 Survival

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

Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 9 through 11 survive the expiration or cancellation of this Agreement. All other rights will cease upon expiration or termination of this Agreement.

ARTICLE 9 FORCE MAJEURE

9.1 General

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

9.2 Notice and Performance

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

9.3 Right to Terminate

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

ARTICLE 10 DISPUTE RESOLUTION

10.1 General

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

- (i) apply to claims by third parties; or
- (ii) prevent either Party from seeking an injunction or other equitable relief pursuant to Section 7.4.

10.2 Election

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

10.3 Arbitration Site and Arbitrator

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

10.4 Procedure

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

ARTICLE 11 GENERAL

11.1 Notices

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

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

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

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

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

11.2 Contact Information for Notices

Any Notice to Canoe shall be addressed to:

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

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

Any Notice to the Supplier shall be addressed to:

ATS TRAFFIC LTD.

Attention:
Tel:
Email:

11.3 Insurance Obligations

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

- (a) the Indemnitees as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Agreement or the performance with the Supplier (or its representatives, agents, dealers and distributors) under a Purchase Agreement;
- (b) a cross-liability clause;

- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation, termination or material change.

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

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

11.4 Public Announcements

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

11.5 Governing Law and Forum

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

11.6 Entire Agreement

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

11.7 Amendment and Waiver

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

11.8 Severability

If any part of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or invalid, it will, be severed from the rest of this Agreement, which shall continue in full force and effect, so

long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to either Party.

11.9 Assignment

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

11.10 Time of Essence

Time shall be of the essence in this Agreement.

11.11 Further Assurances


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


11.12 Counterparts

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


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

CANOE PROCUREMENT GROUP OF CANADA

By: 
Tyler Hannemann (Aug 20, 2025 08:07:21 MDT)
 Name: Tyler Hannemann
 Title: General Manager

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

ATS Traffic Ltd.

By: 
Colin McCarten
 Name: Colin McCarten
 Title: EVP Sales & Marketing

SCHEDULE "A"
RFP PARTICULARS

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

SOLUTIONS-BASED SOLICITATION

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

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

B . REQUESTED GOODS

It is expected proponents will offer a wide array of Traffic Supplies at lower prices and with better value than what they would ordinarily offer to a single governmental or not for profit entity.

Traffic Supplies Categories

Traffic Signs, Posts, Stands, Anchors, Sleeves, Portable Traffic Signals, Speed Readers Digital, Message Signs, Barricades & Bollards, Steel Barriers, Traffic Data Collection, Technology Solutions, Roadside Safety Equipment, Rental Equipment.

Related Services

- Sign installation and maintenance
- Pavement marking and re-striping services
- Temporary traffic control setup and removal
- Traffic control planning and layout design
- Custom sign fabrication
- On-site safety audits or traffic assessments
- Training on safe deployment of traffic control devices
- Pavement marking and re-striping services
- Delivery and logistics support
- Emergency response support for temporary traffic equipment

The Traffic Supplies must cater to a diverse range of applications and equipment used in municipalities, cities, provincial governments, academic institutions, school boards, and healthcare organizations.

Proponents may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the products being proposed so long as the Proponent's primary offering is for Traffic Supplies and Related Accessories.

1. Utilisation of the contract – Canoe Members

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

2. Requirements

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

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

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

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission and Specification Questionnaires

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

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

2. Pricing

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

C. MANDATORY TECHNICAL REQUIREMENTS

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

D. PRE-CONDITIONS OF AWARD

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

E. EVALUATION CRITERIA

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

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

Non-Price Rated Criteria Category	Points	Minimum points
Experience -Distribution model -Market share -Group purchasing experience	20	13
Program offering -Categories of goods offered -Quality standards, certifications -Supply chain reliability	25	18
Engagement, marketing and training plan	10	6
Warranty, risk mitigation and service excellence	10	6
Sales and distribution network -Sales network -Members' ease of access to program offering	10	6
Pricing -Discounts offered -Pricing structure	25	
Total Points	100	

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

F. PRICE

Pricing is worth 25 points of the total score.

Instructions on How to Provide Pricing

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

G. AWARD

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

[End of Part B]

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

CAN-2025-008 - Traffic Supplies and Related Accessories

Opening Date: June 4, 2025 9:31 AM

Closing Date: July 9, 2025 3:00 PM

Vendor Details

Company Name: ATS Traffic Ltd.

Does your company conduct business under any other name? If yes, please state: ATS Traffic

Address: 9015 14 Street
Edmonton, Alberta T6P 0C9

Contact:

Email:

Phone:

Fax:

HST#: 100114479RT0001

Submission Details

Created On: Wednesday June 04, 2025 09:41:10

Submitted On: Wednesday July 09, 2025 11:10:04

Submitted By: Peter Kehoe

Email: peterk@atstraffic.ca

Transaction #: 9f17efe1-2b55-45d6-a807-7d27479cd96f

Submitter's IP Address: 147.243.242.202

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

Corporate Profile

Line Item	Question	Response *
1	Proponent Legal Name (and applicable d/b/a if any):	ATS Traffic Ltd.
2	Proponent Address:	9015 14 Street NW Edmonton, Alberta T6P 0C9
3	Proponent website address:	https://www.atstraff.ca/
4	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	
5	Proponent's primary contact for this proposal (name title address email address & phone):	
6	Proponent's other contacts for this proposal if any (name title address email address & phone):	N/A
7	Proponent GST registration number:	100114479 RT0001
8	If the Proponent is representing a consortium, each member of that consortium.	Advanced Government Services, LLC (Subsidiary) Interprovincial Traffic Services (Subsidiary)
9	Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the industry relating to this solicitation.	<p>Founded in 1966 by Lorne Hooper, ATS Traffic began as Alberta Traffic Supply Ltd., the first barricade rental company in Western Canada. What started with a simple vision to replace kerosene flare pots with safer, flashing barricade lights has grown into Canada's largest traffic safety and control solutions provider. For nearly six decades, we have evolved alongside the infrastructure industry, continuously innovating to meet the complex demands of public safety, mobility, and temporary traffic control.</p> <p>At our core, ATS Traffic is driven by a single mission: to make roads safer so that people get home safely, every day. This purpose guides our business philosophy of building trust through consistent, reliable, and responsive service. We take a consultative approach, tailoring solutions to the specific needs of each client and community we serve, whether that's a municipality, utility provider, or private contractor.</p> <p>Our company values guide how we operate and deliver for our clients. Our values help us connect the D.O.T.S. We believe in Doing What's Right, holding ourselves to high ethical standards and acting with integrity and accountability in every decision. We believe Our People Matter, which is why we prioritize safety, inclusion, and development to build a strong, empowered workforce. We build Trust Through Teamwork, collaborating closely with our partners and colleagues to achieve shared success. And we are always Striving For Excellence, continuously improving and delivering with precision, professionalism, and a customer-first mindset. These values are embedded into every aspect of our operations, from how we train personnel and maintain equipment to how we respond to emergencies and develop engineered traffic control plans. Our teams are committed to upholding rigorous standards of quality, compliance, and professionalism.</p> <p>With more than 700 employees and 16 branches across Canada and the U.S., ATS Traffic has the scale, systems, and expertise to deliver end-to-end work zone solutions. Our offerings span traffic control devices, signage, smart work zone technologies, lane closures, engineering support, and 24/7 emergency response. We are proud to be a Platinum Club Member of Canada's Best Managed Companies, a 3M Certified Digital Fabricator, and Western Canada's Premier Ver-Mac Distributor. The team operates 24/7 with an in-house fleet that includes TMAs, message boards, arrow boards, and automated flagger assistance devices (AFADs), all supported by its own training program and corporate instruction team.</p>
10	Provide all "Suspension or Debarment" from public entities in Canada your organisation is currently subject to.	N/A

Bill S-211 declaration

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

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

Geographical coverage for offering

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

Line Item	Province/Territory	Do you currently offer goods in this area? *	Is this area included in your offering for this RFP *	Comments
1	Alberta	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2	British-Columbia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
3	New-Brunswick	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Resale and Signage Sales, ITS and project based installations only
4	Manitoba	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
5	Newfoundland and Labrador	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Resale and Signage Sales, ITS and project based installations only
6	Northwest Territories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Resale and Signage Sales, ITS and project based installations only
7	Nova-Scotia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Resale and Signage Sales, ITS and project based installations only
8	Nunavut	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Resale and Signage Sales, ITS and project based installations only
9	Ontario	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
10	Prince Edward Island	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Resale and Signage Sales, ITS and project based installations only
11	Québec	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	
12	Saskatchewan	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
13	Yukon	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Resale and Signage Sales, ITS and project based installations only

Experience

Line Item	Question	Reponse *
1	Provide a high level description of the goods you are offering in your proposal.	<p>Permanent and Temporary Signage</p> <p>ATS Traffic offers a wide variety of signage solutions for both long-term and short-term use. This includes regulatory, construction, warning, and custom signs manufactured with 3M™ reflective sheeting to meet MUTCD and provincial standards. Complementing the signs are a full suite of posts (U-channel, square, round, decorative), anchors, sleeves, and stands that enable flexible deployment across urban, rural, or work zone environments. Services include installation, maintenance, and inventory support, ensuring municipalities and contractors have everything needed for effective signage programs.</p> <p>Intelligent Transportation Systems (ITS)</p> <p>ATS Traffic provides scalable ITS solutions that enable smarter, safer, and more efficient transportation networks. Their offerings include advanced detection systems using radar, LiDAR, and video; fully equipped traffic cabinets and controllers; and pedestrian safety technology such as RRFBs and accessible pedestrian signals. Dynamic blank-out and LED signs, along with solar and LED lighting options, round out a comprehensive lineup that supports real-time data collection, system integration, and modern traffic signal infrastructure.</p> <p>Work Zone & Temporary Traffic Control</p> <p>ATS Traffic provides a comprehensive range of products designed to keep work zones safe, efficient, and compliant with regional standards. This includes barricades, cones, and delineators for effective lane separation, as well as high-visibility message boards and arrow boards to communicate real-time traffic information. We offer truck-mounted and trailer-mounted crash attenuators, cable cone stands, and temporary signage systems to ensure worker and driver safety in dynamic environments. Our smart work zone solutions further enhance safety and efficiency with connected devices like Automated Flagger Assistance Devices (AFADs), portable traffic signals, and Bluetooth-based queue warning systems that reduce risk and improve traffic flow in temporary traffic control scenarios.</p> <p>Road Safety Infrastructure</p> <p>Our road safety infrastructure solutions focus on long-term protection and guidance for motorists, pedestrians, and construction teams. This includes permanent sign supports, roadside barrier systems, pavement markings, and crash attenuation devices designed for high-impact performance. We also offer a full suite of Intelligent Transportation System (ITS) technologies, including traffic detection sensors, LED lighting, blank-out signs, and access control systems that improve situational awareness and streamline traffic movement. Data collection tools and smart monitoring equipment support evidence-based planning and decision-making for municipalities and transportation agencies. These scalable solutions are ideal for improving safety at intersections, pedestrian crossings, and high-risk road segments.</p>
2	What is your Canadian public sector market share for the solutions you are proposing?	<p>Thanks to decades of consistent growth, deep industry partnerships, and a commitment to safety and service, ATS Traffic is estimated to hold approximately 40% of the market share in the Canadian regions it serves. This dominant position reflects its leadership in both operational capacity and customer trust across the traffic control and safety sector.</p> <p>Today, ATS Traffic operates 14 strategically located branches across Canada, with a presence in Alberta, British Columbia, Saskatchewan, Manitoba, and Ontario. This wide geographic reach allows our company to deliver localized expertise while maintaining a consistent national standard of safety, service, and quality.</p> <p>ATS Traffic has opened 8 new locations in the past 5 years, including in cities like Ottawa, Mississauga, Grande Prairie, Kelowna, and Kamloops. This expansion reflects a growing demand for the company's products and services across a diverse range of markets. By strategically opening locations in both major urban centers and smaller cities, ATS Traffic is tapping into new customer bases and increasing its geographic reach. In all of the markets that we serve, ATS Traffic either has been awarded municipal contracts for Traffic Control Services and/or supply of products. Our ability to expand quickly in different regions is based on existing customer relationships, sound strategic decision making, strong market potential and financial stability. Each new location provides an opportunity for increased revenue, greater market share, and enhanced brand recognition.</p> <p>Another means of market expansion that ATS Traffic pursues is through acquisitions. On September 5th, 2023, we announced the acquisition of Interprovincial Traffic Services (ITS), a reputable traffic technology systems provider based in Surrey, BC. With this exciting acquisition, ATS Traffic now becomes the largest provider of intelligent transportation systems technology in Canada. ITS and ATS Traffic customers will benefit from the wider network of combined branches and distribution centres across Canada and the Pacific Northwest. This acquisition signifies a continued commitment to the future of transportation and technology, particularly in the intersection. ATS Traffic continues to invest in expanding our product portfolio in the smart city infrastructure and traffic data analytics areas as these are emerging trends shaping our industry. Like ATS Traffic, the history of ITS as a company spans over 50 years in the traffic safety industry. They have built a strong reputation in delivering top quality traffic products and services to municipalities and contractors throughout Western Canada. Forming the foundation of this success are the dedicated ITS employees that have earned the respect and loyalty of their customer base by demonstrating consistent professional knowledge, service, and industry expertise.</p>
3	What do you consider to be the top three market differentiators of your products/services relative to this solicitation?	<p>Comprehensive, National Inventory with Regional Support</p> <p>ATS Traffic offers one of the largest inventories of traffic safety products in Canada, including signage, barricades, smart work zone equipment, and intelligent transportation systems (ITS). Our national footprint is backed by regional branches that ensure fast response times, local expertise, and consistent support - helping municipalities meet project timelines and safety standards with ease.</p> <p>Turnkey Solutions from Manufacturing to Deployment</p> <p>We provide end-to-end services that span product manufacturing, system integration, installation, rentals, maintenance, and project planning. As a 3M-certified sign fabricator ATS Traffic streamlines the entire procurement process, reducing complexity and ensuring quality at every stage.</p> <p>Preferred Pricing & Proven Public Sector Experience</p> <p>With decades of experience serving government clients, we understand the regulatory, safety, and budgetary requirements unique to public procurement — making us a reliable and knowledgeable partner for your traffic safety needs.</p>

4	<p>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.</p>	<p>Safety Certifications and Programs</p> <p>ATS Traffic is deeply committed to health and safety and maintains a strong internal safety culture. Our safety program includes:</p> <ul style="list-style-type: none"> - COR Certification: Recognized in multiple provinces, COR (Certificate of Recognition) is a voluntary program that verifies a fully implemented safety and health management system that meets national standards. CORs (Certificates of Recognition), ATS Traffic holds active COR certifications in multiple jurisdictions, confirming that our organization has implemented an occupational health and safety management system that meets national and provincial standards. These certifications are held through Alberta Construction Safety Association (ACSA), British Columbia Construction Safety Alliance (BCCSA), Heavy Construction Safety Association of Saskatchewan (HCSAS), and Manitoba Heavy Construction Association (MHCA). COR certification is a critical credential for public infrastructure work and a core component of our internal safety program. - Internal Safety Training: All field staff receive in-house and third-party training on key safety practices. Courses include: Leadership for Safety Excellence Construction Safety Training System (CSTS) Fatigue Management WHMIS Load Securement First Aid Flag Person Training (ACSA) Radio Communication Training Workplace Violence and Harassment Awareness Respect in the Workplace Fit-for-Duty Monitoring - Safety Officers and Certifications: Our team includes Canadian Registered Safety Professionals (CRSP), Canadian Registered Safety Technicians (CRST), National Construction Safety Officers (NCSO), and NHTSA-certified leaders (National Health and Safety Administrators). - Safety Management Systems: We use systems like Intex QMS (Quality Management System) for real-time safety data, incident tracking, corrective actions, and proactive performance monitoring. <p>Licensed to Operate We are fully licensed to operate across all provinces and regions in which we conduct business. This includes business licenses, contractor registrations, transportation and fleet operating certifications, and municipal permits, all of which are maintained and reviewed regularly to ensure compliance. We also meet requirements for equipment operation, temporary traffic control, and work zone management as regulated by provincial and local authorities.</p> <p>Associations ATS Traffic is a respected leader in the traffic industry and continues to work diligently with public programs and member associations across North America. Our consistent involvement and financial support (i.e. event sponsorship) has helped build our reputation among these associations and the traffic industry. Being active members of national and international associations allows ATS Traffic to stay current on evolving safety regulations, participate in industry leadership, and access high-quality training and information. Associations include: TAC – Transportation Association of Canada ARHCA – Alberta Roadbuilders & Heavy Construction Association ITS Canada – Intelligent Transportation Systems AWWVOA – Alberta Water & Wastewater Operators Association ACSA – Alberta Construction Safety Association APWA – American Public Works Association (state and provincial chapters) Rural Municipalities of Alberta (RMA) Association of Municipalities of Ontario (AMO) Saskatchewan Association of Rural Municipalities (SARM) Saskatchewan Urban Municipalities Association (SUMA) and Association of Manitoba Municipalities (AMM)</p> <p>These memberships provide our team with access to evolving industry standards, certification programs, workshops, and thought leadership opportunities.</p> <p>Lean ATS Traffic incorporates Lean methodology into its operational and administrative practices to drive continuous improvement, reduce inefficiencies, and maximize customer value. Our production leadership possess various levels of lean certifications (yellow belt, green belt, black belt, etc.), and they hold manual Lean White Belt Training for all staff as an introduction to the methodology. Lean focuses on streamlining workflows, improving safety, and eliminating waste, whether that's time, material, or unnecessary processes.</p> <p>In our context, Lean practices are used to optimize areas such as equipment inventory management, order fulfillment, traffic control setup procedures, and administrative workflows. By applying tools like standard work procedures, visual management, and value stream mapping, we're able to deliver more efficient, consistent, and scalable service to our clients. This translates to faster response times, reduced costs, and higher service quality.</p>
5	Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America.	<p>ATS Traffic is proud to serve 2200 municipalities and other public sector organizations all across Canada and the US. Through our exclusive vendor partnerships, manufacturing certifications, and regional association memberships, communities are able to leverage our expertise and special pricing programs. Our stability, growth, and capacity allow us to deliver tangible services and products to clients.</p> <p>Current GPO Customers: Canoe, Sourcewell, and Kinetic GPO.</p>

Program offering

Describe your auto fleet parts offering.

Question	Reponse *
Provide a description of your Traffic Supplies and related Accessories offering. Provide information on the quality standards and certifications of the goods. You can attach a more detailed list in the procurement portal.	<p>ATS Traffic offers the most comprehensive suite of traffic safety products and services in Canada. Below is a detailed overview of our offerings, aligned with the product categories in this RFP:</p> <p>Traffic Signs ATS Traffic is a 3M™ Authorized and Certified Digital Fabricator, capable of producing more than 1,000 signs per day. Our offering includes regulatory, warning, construction, street name, and custom signs. We produce signs to meet TAC, MUTCD, and provincial standards, and use the most advanced digital printers and machinery to ensure durability, reflectivity, and long-term performance in extreme Canadian climates.</p> <p>Posts, Stands, Anchors, and Sleeves We stock and supply a wide range of support hardware including galvanized steel U-channel and square posts, mounting hardware, crash-friendly bases, anchors, and breakaway sleeves. These items are essential for the secure and safe installation of permanent or temporary signage. Many products come pre-configured with mounting hardware, simplifying field installation and ensuring compliance with roadside safety standards.</p> <p>Portable Traffic Signals ATS Traffic distributes and supports solar-powered portable traffic signal systems that offer flexible and reliable temporary control at intersections or during road closures. These units meet provincial and municipal regulations and can be rapidly deployed for construction zones, utility work, or emergency response. Remote programming, battery backup, and trailer-mounted configurations ensure reliability and ease of use.</p> <p>Speed Readers (Radar Speed Signs) Our radar feedback signs—available through partnerships with Ver-Mac and OPTRAFFIC—are highly visible, solar-powered, and can capture and report real-time speed data. They are programmable with Bluetooth or remote cellular access and are ideal for traffic calming in school zones, residential streets, and work zones. All units comply with Transport Canada guidance and municipal specifications.</p> <p>Message Signs ATS Traffic provides a full line of portable changeable message signs (PCMS) in a variety of sizes, configurations, and trailer or skid-mount options. These boards are designed to be visible in all lighting conditions and are powered by solar panels with battery backup. Units are fully programmable via cellular modem, Bluetooth, or direct USB, and include NTCIP compliance, ensuring integration with smart work zone systems.</p> <p>Barricades & Bollards We distribute high-visibility barricades and delineation products including Type I, II, and III barricades, plastic drums, cones, A-frames, and vertical panels. Our inventory also includes bollards from Impact Recovery Systems, designed for high-impact environments such as school zones, parking areas, or commercial lots. These products enhance site safety and pedestrian protection while meeting relevant ASTM and MUTCD standards.</p> <p>Steel Barriers Our offerings include temporary and permanent steel barrier systems such as crash cushions, guardrails, high-tension cable barriers, and truck-mounted attenuators. These products are crash-tested to MASH and NCHRP standards and are deployed extensively in highway work zones and high-speed corridors. ATS Traffic also provides deployment, maintenance, and retrieval services for these barriers.</p> <p>Traffic Data Collection ATS Traffic delivers scalable industry-leading traffic data solutions including vehicle counters, classification devices, and detection sensors integrated into radar signs or ITS equipment. These technologies are crucial for understanding traffic volumes, speed patterns, and road usage trends. We provide deployment, setup, and data reporting to help clients plan infrastructure investments and enforcement strategies.</p> <p>Technology Solutions (ITS) Our Intelligent Transportation Systems portfolio includes radar detection, blank-out signs, smart beacons, adaptive signal technology, and connected work zone equipment.</p>

ATS Traffic partners with leaders such as Wavetronix, Cubic, and Carmanah to deliver advanced solutions that integrate into smart cities, improve pedestrian safety, and support data-driven traffic management.	
Roadside Safety Equipment We stock crash attenuators, delineators, impactable signage systems, temporary rumble strips, and high-visibility reflective materials. These items are essential for ensuring the safety of workers and road users in high-speed and high-risk environments. Our team assists in selecting the right solution for site conditions, ensuring full compliance with road authority specifications.	
Rental Equipment ATS Traffic offers Canada's largest rental fleets of traffic control equipment, including barricades, signs, cones, message boards, arrow boards, TMAs, and smart work zone devices. Rental packages can be customized by project size and duration. We offer delivery, pickup, maintenance, and on-site service support, along with 24/7 emergency call-out capability from any of our 14 full-service branches.	
Quality Standards Our Supply Chain and manufacturing are fully integrated into our quality framework. ATS Traffic's commitment to quality is embedded in every aspect of our business, from manufacturing and procurement to field services, customer support, and vendor management. Our integrated approach ensures that every product we supply and every service we deliver consistently meets or exceeds industry and customer expectations.	
<ul style="list-style-type: none"> - Comprehensive Quality Management System (QMS) ATS Traffic has implemented a company-wide Quality Management System (QMS) that governs all key operations—from sign manufacturing and equipment rentals to on-street service delivery and ITS technology deployment. Our QMS is designed around continuous improvement principles and aligns with ISO-style best practices. It applies to all areas of our business, including:	
<ul style="list-style-type: none"> • Flagging and lane closure operations • Sign installation and equipment rentals • Preventative maintenance and repair • Traffic management planning and drafting The QMS includes structured documentation, internal audits, risk assessments, and non-conformance reporting, ensuring full traceability and corrective action capability. Every operational department is guided by measurable quality objectives that include reducing service defects, meeting delivery timelines, and improving customer satisfaction scores.	
<ul style="list-style-type: none"> - Intelix QMS Platform Our QMS is powered by Intelix, a cloud-based platform used to:	
<ul style="list-style-type: none"> • Track incidents, customer complaints, and product quality defects in real time (Nonconformance Reports/NCRs) • Assign and monitor corrective and preventive actions (CA/PA) • Manage and document safety incidents, root cause analysis, and trend reporting • Align project performance with regulatory, safety, and client-specific standards Intelix integrates with Microsoft Power BI and our ERP/CRM systems, allowing for cross-departmental visibility, proactive performance management, and streamlined reporting to clients and GPOs.	
<ul style="list-style-type: none"> - UKG Pro – Training & Compliance To support our QMS, ATS Traffic uses **UKG Pro** to ensure all staff maintain current training certifications. This includes:	
<ul style="list-style-type: none"> • Safety training (e.g., WHMIS, First Aid, CSTS) • Technical field certifications (e.g., Traffic Control Supervisor, Flag Person) • QMS process training for all staff involved in production, service, and sales UKG tracks training renewals, compliance status, and internal learning progress across our 700+ employees, ensuring that our workforce is fully qualified for their roles and regulatory expectations.	
<ul style="list-style-type: none"> - Certified Manufacturing and Product Standards ATS Traffic is proud to be a 3M™ Certified Digital Fabricator, a distinction that demonstrates our adherence to best practices in sign manufacturing. We use only 3M™ reflective materials, including Diamond Grade™ sheeting, to ensure high visibility and long service life in Canadian conditions. Our signs meet or exceed:	
<ul style="list-style-type: none"> • TAC and MUTCDC specifications • Provincial and municipal standards • ASTM D4956 for retroreflective sheeting All signs are produced using electrostatic painting, individual screen printing, and overlamination, resulting in signs that are sharper, more reflective, and longer-lasting.	
<ul style="list-style-type: none"> - Supplier Performance Management To maintain quality across our supply chain, ATS Traffic enforces a Supplier Performance Management Policy that includes:	
<ul style="list-style-type: none"> • Quarterly supplier reviews based on product quality, cost, and delivery reliability • A mandatory Supplier Code of Conduct that governs ethical sourcing, product consistency, and compliance • Risk-based supplier audits, especially for international imports where ATS acts as importer of record High-spend and strategic vendors are formally scored and reviewed to ensure quality is continuously improved and only top-performing suppliers remain part of our distribution network.	
<ul style="list-style-type: none"> - Service Guarantees and Post-Sales Support ATS Traffic backs its products with robust service guarantees and post-installation support programs, including:	
<ul style="list-style-type: none"> • Custom maintenance plans for message boards, arrow boards, and ITS systems • Local field service teams trained in diagnostics, preventative maintenance, and warranty repair • Access to manuals, SOPs, and live support for troubleshooting and optimization • Customer portals for tracking service activity, performance KPIs, and work zone compliance documentation <ul style="list-style-type: none"> - Customer Satisfaction and Feedback Integration Customer feedback is collected through Microsoft Customer Voice, on-site kiosks, and service follow-ups. This input is routed into Intelix for triage, root cause analysis, and trend tracking. Power BI dashboards give our leadership real-time insight into:	
<ul style="list-style-type: none"> • First Contact Resolution Rates (FCR) • Average days to resolution • Complaint recurrence • Customer satisfaction ratings and improvement opportunities This cycle of feedback and improvement enables ATS Traffic to exceed expectations, solve issues rapidly, and continuously evolve our services to better support public agencies.	
Product Certification Our proposal includes a range of solutions from manufacturers who are committed to sustainability, energy efficiency, and life-cycle design. The following third-party certifications and sustainability initiatives are associated with the included products:	
Plasticade: Most products, including cones, barrels, delineators, and barricades, are MASH-approved and MUTCD-compliant. Plasticade demonstrates a strong commitment to sustainability by reclaiming over 9 million pounds of rubber annually, equivalent to recycling approximately 750,000 tires. These recycled materials are used in car stops, curbs, and bases, supporting energy conservation and reducing environmental impact.	
Pexco: Products meet ASTM reflective standards and are MASH-approved (e.g., FG300 Curb Systems, T3B Barricades), with additional NTPEP evaluation for delineators, channelizers, and bollards. Pexco also provides product recycling programs, promoting circular lifecycle practices.	
SMA Technologies: The Hercules crash cushions exceed MASH Level 3 performance standards, ensuring robust impact protection and compliance with advanced safety criteria.	
TraFFix Devices: The Scorpion Truck Mounted Attenuator exceeds NCHRP-350 and UKTD49 (110 km/h) standards, demonstrating superior crash attenuation performance beyond required benchmarks.	
Ver-Mac: The Automated Flagger Assistance Device (AFAD) is fully MUTCD-compliant, supporting safe, energy-efficient alternatives to traditional flagging operations.	
BarrierGuard: The BarrierGuard800 is MASH-approved, meets NCHRP 350, and is made from 100% recyclable all-steel content, contributing to sustainable construction practices.	

	<p>OPTRAFFIC: All work zone signage and equipment meet MUTCD and provincial standards, ensuring regulatory compliance and safe, energy-efficient traffic control.</p> <p>These certifications and sustainability practices reflect our commitment to providing solutions that not only meet the highest safety standards but also contribute to environmental stewardship through recycling, material efficiency, and life-cycle conscious design.</p>
Provide details on any home brand type offering which you want to include as part of this program.	<p>ATS Traffic is a leading manufacturer of traffic signs, cement bases, and barricades that meet the unique specifications of jurisdictions across Canada. Below is an overview of our fabrication operation.</p> <p>Facility, Equipment, Manufacturing Process and Materials: ATS Traffic Edmonton is our central design and manufacturing facility and has the largest sign and traffic product inventory in Western Canada. At peak times, our 120 000 ft2 Edmonton warehouse and manufacturing facility is producing approximately 1000 signs a day. This facility consists of 30% or 36,000 ft2, Production (including Art, Print and Fabrication) 25% or 30,000 ft2, and the remaining 45% or 54,000 ft2 is warehouse (including Rental and Shipping).</p> <p>Quality Control: Intelix is the program we use for quality management and safety. It houses important organizational documents (policies, standard operating procedures, forms, training material etc.) and other content for our teams reference. Maintaining inventory levels in the markets with high demand is a key priority for our Supply Chain department. Various forecasting tools and sales data are utilized to structure our 'min max' inventory numbers for all nine branch locations. ATS Traffic's procurement team uses system generated data to ensure high-demand products are in stock.</p> <p>Equipment: Specific to sign manufacturing and printing, our 7 high output digital printers, automated cutters and rolling tables can produce 1000 ft2 of finished material/day with full manufacturer warranty. Our current capacity for screen printing is 1900 prints/day. Our facility also provides manufacturing/assembly of sign stands, sign-post bases, associated steel posts, concrete bases and traffic management products.</p> <p>Manufacturing Process Our central manufacturing facility is located at our head office in Edmonton, Alberta. Using an end-to-end lean manufacturing process, all aspects of creating a sign take place within our building. Raw materials are procured and warehoused in our facility for quick turnaround and cost-efficiency. From metal prep and automated cutting on our CNC machine, to artwork creation/prep, to printing on one of our two in-house large format digital printers, rolling 3M sheeting, to applying decals, to silk-screening, to applying lettering to extruded aluminum, to the moment a product gets shipped from our facility — ATS Traffic manages every step in the production of our client's product. Also produced internally are barricades, sign stands, and sign post bases (hundreds of each/month).</p> <p>Materials ATS Traffic uses only the highest quality, responsibly-sourced of materials to manufacture our signs. For over 30 years, ATS Traffic has held the designation of being a 3M Certified Fabricator, which means upholding the highest standards for manufacturing and warranty support. On the road, this can mean the difference between safely navigating a roadway or reducing the possibility of a crash. Outside of the physical manufacturing steps, here are some additional administrative Quality Assurance steps we currently utilize:</p> <ul style="list-style-type: none"> • Each Production group reviews one SOP (standard operating procedure) weekly, and each team member must sign off on them (changes to be made if noted during review). These are then posted to the Performance Boards and presented during weekly Production Walks. • Daily Shop Tours (material quality, inventory, and equipment) – Aluminum inspection, roller inspection, ink inspection, informal interviews asking how things are going. • Poka Yoke error prevention report: PowerBI report under ATS Traffic's Continuous Improvement initiatives logs any and all issues that are found (order entry, printing, fabrication, art, etc.). These are entered into the log and Department heads review the issue and investigate. Corrective actions/ solutions are generated and, once the solution has been implemented, Department heads signed off. • Once a year, Fabrication Supervisor sends 3M a printed and laminated colour spec sheet. The colours and quality are sent to the 3M lab to confirm the colours we produce using the digital printer are within 3M's specs. • Annual 3M audit to ensure we are in compliance of retaining our designation of Authorized Fabricator and Certified Digital Fabricator. 3M representatives walk our building and analyze our manufacturing practices.
List anything else you would like to include as part of your offering.	<p>ATS Traffic is best described as a complete solutions provider, leveraging our manufacturing capabilities for signage and customized solutions, and our exclusive supply chain agreements for supplemental product supply and installation. Our branches are staffed with dedicated ATS Traffic employees and safety professionals in sales, administration, installs, repairs, and manufacturing. We have regional executives, account managers and customer support personnel for each Canoe member and fully support the engagements with consultation, sales, billing services, installation, customer satisfaction, warranty work and return services if necessary.</p> <p>Integrated Support System for Sales, Service, Dealers, Manufacturing, and Strategic Partnerships</p> <p>At ATS Traffic, we've built a fully integrated ecosystem where quality control, customer feedback, manufacturing excellence, and supplier collaboration all converge to support and empower our sales teams, field service professionals, dealer network, and strategic partners. This system is designed not just for operational efficiency, but to ensure we consistently deliver exceptional, end-to-end experiences to our customers.</p> <p>Data-Driven Insights to Empower Sales, Service, and Manufacturing Using Power BI, we consolidate data from across our business systems—including sales, finance, customer support, manufacturing operations, and HR. These insights provide leadership and front-line teams with visibility into key performance indicators that drive informed decisions, align operations, and uncover sales opportunities.</p> <p>Our Supply Chain and Manufacturing teams use this data to forecast demand, optimize inventory, and ensure high-demand products are available where and when they're needed. This allows sales representatives to confidently promise availability, while service teams and installation crews can execute work without disruption or delays. For our in-house manufactured products, this visibility ensures quality and lead times remain consistent, helping us exceed customer expectations and giving us a significant competitive edge.</p> <p>Strategic Supplier and Manufacturing Partnerships That Drive Results We maintain strong relationships with our key suppliers through regular business reviews, focusing on sales strategy, co-branded marketing, inventory planning, and new product innovation. These partnerships help drive initiatives like our "Good, Better, Best" product model, giving our sales teams flexible tools to meet varying customer budgets and technical requirements.</p> <p>In parallel, our procurement and manufacturing teams work in sync with sales and operations to ensure readiness and availability—an advantage that allowed us to maintain stable product flow even during pandemic supply chain disruptions. Our ability to even supply competitors during shortages underscores the reliability and resilience of our supply network.</p> <p>We also work closely with partners such as Livable Cities, Cubic, Ver-Mac, Plasticade, and Pexco to expand and diversify our product offerings. Our investments in manufacturing, rental fleet capacity, and legislative advocacy allow us to meet customers' growing infrastructure needs, both in scale and complexity.</p> <p>End-to-End Services That Reflect Our Integrated Approach Our full-service offering—from manufacturing and installation to rentals, design, and on-street support—means we're more than just a supplier; we're a true solutions partner. Our certified field technicians, traffic control experts, and project managers ensure each engagement is executed with precision, safety, and efficiency.</p> <p>Core service areas include:</p> <ul style="list-style-type: none"> On-Street Traffic Control – Flagging, lane closures, detours, equipment deployment, and emergency response Rentals – High-quality traffic control products for short-term projects or events Design Services – Site-specific traffic accommodation plans, turning radii, detours, and more Installation – Permanent signage, barriers, crash attenuators, and pavement markings installed by certified professionals <p>Conclusion ATS Traffic's integrated support system isn't just a set of tools—it's a strategic framework built to empower our people, partners, and processes. By aligning sales, service, manufacturing, and strategic partnerships through data, feedback, and operational excellence, we ensure every customer touchpoint delivers value, consistency, and quality.</p>
Describe how you will handle special ordered and non stock items. Explain the pricing structure and shipping details.	<p>ATS Traffic manages special ordered and non-stock items with a focus on transparency and customer service, delivering our solutions on-time and error-free. We work closely with customers to develop accurate quotes for special and non-stock items. Pricing is based on customization needs, supplier costs, and logistics, and is confirmed prior to order placement to ensure clarity and alignment.</p> <p>Shipping for these items follows ATS Traffic's standard shipping procedures. Delivery timelines may vary depending on supplier lead times and product complexity. ATS Traffic coordinates all outbound freight and covers return shipping only when the return is due to company error or product defect. Our team ensures clear communication and dependable service throughout the process.</p> <p>Special ordered items, such as custom signage or uniquely specified hardware can be procured to meet customer requirements. These items may be returned if approved in advance, subject to a 25% restocking fee, and must be in original condition and received within 30 days of delivery. Custom items, which are built to unique specifications, are non-returnable unless they are defective or shipped in error.</p> <p>Over the last three years, ATS Traffic has implemented hundreds of public-sector programs, including large-scale traffic control services contracts and equipment supply agreements with MASH customers across Canada. ATS Traffic's success in previously awarded government contracts is rooted in our ability to fulfill high-volume procurement needs efficiently, integrate seamlessly into cooperative purchasing frameworks, and provide dedicated public sector account teams who understand regional requirements. Our consistent delivery of compliant, localized traffic safety solutions has made us a trusted partner for municipalities and broader public sector entities across Canada.</p>

Sales and distribution network

Line Item	Question	Response *
1	<p>Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area the Proponent wishes to do business in. Your response should address at least the following areas,</p> <p>a. Sales force, b. Dealer Network or distribution methods.</p> <p>Please include details, such as the locations of your network of sales and any overlap between the sales and service functions.</p>	<p>ATS Traffic currently provides products and services Canada-wide through branches in Langley, Kamloops, Kelowna, Prince George, Calgary, Edmonton, Grande Prairie, Regina, Saskatoon, Brandon, Winnipeg, Mississauga and Ottawa. Although we do not have branches in Atlantic Canada, Yukon, or Northwest Territories, we do support customers in these regions primarily through the nearest local branch or our Edmonton Head Office location, and with resources on the ground through our existing support teams. The only province we do not currently support is Quebec. Our approach to growing these regions is based on strategic product placement and project management resources when required until such time as a branch location is justified through the volume of business.</p> <p>A. Sales force</p> <p>ATS Traffic's Sales Force is structured regionally and supported by a robust national infrastructure to ensure local responsiveness and deep market expertise across Canada and parts of the United States. Here's a breakdown of the field sales and customer support team by region:</p> <p>Western Canada</p> <p>Alberta</p> <p>Edmonton: 18 sales and support personnel Calgary: 12 Grande Prairie: 1</p> <p>British Columbia</p> <p>Langley: 6 Kamloops: 3 Kelowna: 1 Prince George: 1 Surrey (ITS focus): 5</p> <p>Saskatchewan</p> <p>Regina: 5 Saskatoon: 3</p> <p>Manitoba</p> <p>Winnipeg: 5 Brandon: 3</p> <p>Eastern Canada</p> <p>Ontario</p> <p>Mississauga: 6 Ottawa: 2</p> <p>United States (Pacific Northwest Region)</p> <p>Tacoma, WA: 4 Portland, OR: 1</p> <p>Team Composition and Capabilities</p> <p>The total sales and customer support headcount is 66 personnel.</p> <p>Each team is trained on regional specifications and regulatory requirements. The teams are equipped with tools like Microsoft Dynamics CRM, Business Central ERP, and customer portals to manage relationships and ensure a high level of service.</p> <p>These personnel are supported by regional leadership including Vice Presidents, Directors of Sales, and dedicated Customer Service Professionals. ATS Traffic also complements its regional sales force with national coordination and corporate services from its headquarters in Edmonton.</p> <p>B. Dealer Network</p> <p>ATS Traffic is a leading traffic safety and control solutions provider in North America, known for its extensive inventory, wide distribution network, and deep industry partnerships. As a premier distributor and exclusive partner for many top-tier manufacturers, ATS Traffic offers clients access to innovative, certified, and highly reliable work zone products from industry leaders such as Plasticade, Ver-Mac, Traffix Devices, 3M, OPTRAFFIC, and Pexco. These strategic relationships allow ATS Traffic to provide exclusive product lines, priority access to new technologies, and enhanced service support — giving customers a significant advantage in safety, efficiency, and compliance on the road.</p> <p>Here's a short overview of each of the listed companies that are recognized as leaders in work zone products:</p> <p>1. Plasticade</p> <p>Overview: Plasticade is a U.S.-based manufacturer known for its durable and innovative traffic safety products. Their product range includes barricades, cones, signs, and channelizers. Plasticade emphasizes ease of deployment and storage, serving both temporary and permanent traffic control needs.</p> <p>2. Ver-Mac</p> <p>Overview: Headquartered in Canada, Ver-Mac specializes in electronic traffic control solutions such as message boards, arrow boards, speed signs, and smart work zone systems. They are a leading provider of connected, solar-powered devices used in traffic management and road safety.</p> <p>3. Traffix Devices</p> <p>Overview: Traffix Devices, based in the U.S., focuses on crash attenuation and traffic control devices. Their portfolio includes crash cushions, barrier systems, and truck-mounted attenuators. They are known for designing high-performance products that meet strict crash-test standards.</p> <p>4. 3M</p> <p>Overview: A global science-based company, 3M offers a broad array of traffic safety solutions including reflective sheeting, road marking materials, and digital signage. Their innovations help enhance roadway visibility and driver guidance, especially in work zones and low-light conditions.</p> <p>5. OPTRAFFIC</p> <p>Overview: Based in China and expanding globally, OPTRAFFIC manufactures intelligent traffic control systems like variable message signs, solar traffic lights, and radar speed signs. They are known for integrating smart technologies into transport safety solutions.</p> <p>6. Pexco (Davidson Traffic Control Products)</p> <p>Overview: Pexco is a U.S.-based leader in channelization and delineation products. Through their Davidson Traffic Control division, they manufacture flexible guideposts, lane separators, and work zone channelizers, with a strong emphasis on visibility and durability.</p> <p>ATS Traffic offers the most comprehensive work zone and traffic safety product catalogue in the world, backed by a robust supplier network and advanced, industry-leading supply chain practices. From high-performance traffic control devices to smart technology solutions and custom signage, ATS Traffic delivers unmatched product availability and logistical efficiency. This depth and reliability ensure that clients get what they need, when and where they need it, making ATS Traffic the trusted partner for safer, smarter roads across Canada.</p>
2	<p>If applicable, describe how your distribution partners will be leveraging the contract? If not applicable please write N/A</p>	N/A
3	<p>Describe your how you manage government sales. Include details on the sales and training structure and how you specifically address sales and marketing with public sector clients.</p>	<p>ATS Traffic offers customer educational programs, in the forms of Lunch and Learns, Envisioning Sessions, and Webinars, tailored to the specific needs and product portfolio/ roadmap of the customer. Internally, our education department, ATS University (or ATSU), is solely dedicated to providing training and resources for Sales staff within our organization. Vendor performance and a centralized pricing model are also key components of our strategy to ensure maximum impact, and our Sales teams across our branches are provided with regular product training and education from our vendors. To communicate information effectively, ATS Traffic utilizes a company intranet system to store educational material and share internal messages. Messaging around how customers can leverage their exclusive Canoe member pricing would be provided to customer facing ATS Traffic staff members who would also be briefed regularly on the particulars of the contract.</p>

4	<p>Describe in retails the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.</p>	<p>Regional Customer Service Professionals</p> <p>ATS Traffic's Customer Service Professionals (CSPs) are an experienced and well-trained team that assist our customers with inquiries for rentals, sales, service or support. Whether it's for an event in your community that would require traffic control measures, including set up for safe and efficient lane closures, traffic equipment installation services or on-call emergency traffic control, we have you covered. Every component, from sales and rentals to labour and traffic movement is handled in-house by our team of experts.</p> <p>Our Sales, Customer Service Providers, and management have also completed the highest level of certification through our in-house training program—run by our Corporate Trainers and designated staff who facilitate technical field operations courses for all staff, with ongoing, hands-on operational and product training.</p> <p>From Customer Service Professionals to our On-Street Technicians, we are certified and experienced in handling a wide range of traffic volumes and project scopes. We have designed and executed numerous traffic management strategies and our commitment is always to provide the safest and best-fit solutions for communities. In addition to our Sales and Services teams, our innovative and driven support teams, including Marketing, Technology and Procurement, are strategically aligned with our growing vendor partner network.</p> <p>As an example of the programs we offer our MASH customers, ATS Traffic provides RMA and its members with access to our Traffic Partner Program, designed to solve municipal traffic challenges and create a safer experience for people in motion. As a Traffic Partner, RMA/SARM members have access to over 15,000 products, dedicated sales and customer service teams, online ordering tools, and a full range of on- and off-site services.</p> <p>Program Objectives</p> <p>ATS Traffic shares mutual objectives with our procurement partners and municipal clients: to reduce costs, minimize delays, accelerate delivery timelines, and enhance public safety through well-managed signage, traffic control, and infrastructure programs. Given the diverse and often complex product and service mix we provide through programs like Canoe, timely and consistent communication is essential to delivering exceptional service.</p> <p>Response Time Standards</p> <p>To ensure responsiveness, we have established the following service commitment guidelines for basic customer inquiries such as quotes, order status, inventory availability, delivery or installation timelines:</p> <table><tr><td>Inquiry Received</td><td>Response Target</td></tr><tr><td>Before 12:00 PM</td><td>By 5:00 PM same business day</td></tr><tr><td>After 12:00 PM</td><td>By 12:00 PM next business day</td></tr></table> <p>If a complete response is not available within the target timeframe, our staff are expected to contact the client with an update and estimated follow-up time. This proactive courtesy ensures clients feel acknowledged and informed, even while internal coordination is ongoing.</p> <p>Dedicated Regional Sales Support</p> <p>To further streamline communication and foster consistency, ATS Traffic has implemented dedicated sales and customer service teams aligned to each major regional membership group (e.g., RMA, SUMA, AMM). This structure enables:</p> <ul style="list-style-type: none">• Published contact directories for regional support• Transparent pricing for signs, installations, and services• Clear ordering and return processes• Enhanced sales management oversight and escalation protocols <p>Ongoing Engagement and Product Expertise</p> <p>Customers are supported by ATS Traffic's subject matter experts who provide insight on evolving technologies such as:</p> <ul style="list-style-type: none">• Solar Pedestrian Crosswalks and Lighting Systems• Smart City Asset Management Tools• Ecommerce and Procurement Platform Support <p>Engagement is delivered through trade shows, regional conferences, on-site consultations, and educational events such as "Lunch and Learns." ATS Traffic representatives are always available to support both new and existing customers with product knowledge, warranty inquiries, and issue resolution—ensuring a seamless experience from first inquiry to long-term support.</p> <p>Training Programs and Product Maintenance Best Practices</p> <p>ATS Traffic delivers a comprehensive pre- and post-sales support program designed to ensure customers not only select the right products for their needs but are also fully supported throughout the product lifecycle. Our approach is rooted in consultative service—every member of our Sales and Customer Service teams is trained to assist clients in identifying the best-fit solution based on application, specification, and regional legal requirements. This ensures product compliance, safety, and long-term satisfaction</p> <p>As part of our Good, Better, Best product strategy, ATS Traffic offers the largest selection of traffic safety and control solutions in the industry, allowing customers to choose based on technical needs, performance expectations, and budget. We work closely with clients during the selection process to help them understand trade-offs and identify optimal solutions.</p> <p>To support product onboarding and education, we offer:</p> <ul style="list-style-type: none">• Product demos and field trials to validate fit and performance• In-person training sessions hosted regionally by ATS Traffic specialists• Virtual webinars and online tutorials for remote learning and scalability• Custom-developed SOPs, maintenance guides, and product manuals in collaboration with our vendors <p>This ensures each customer has the resources they need to deploy and maintain their equipment with confidence.</p> <p>For post-installation support, ATS Traffic provides on-site maintenance and repair services for all equipment we supply, including smart work zone devices, signage, and attenuators. Our branches stock locally available parts to minimize downtime, and our service technicians are trained to conduct preventative maintenance and corrective repairs quickly and safely. This end-to-end support model ensures our customers receive exceptional value and reliable performance from every product purchased through ATS Traffic.</p>	Inquiry Received	Response Target	Before 12:00 PM	By 5:00 PM same business day	After 12:00 PM	By 12:00 PM next business day
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Supply chain reliability and details

Line Item	Question	Response *
1	Describe your capacities and inventory management strategies.	<p>We maintain a national inventory network, supported by local warehouses, ERP-connected stock tracking, and dedicated logistics personnel.</p> <p>Using Power BI, we consolidate data from across our business systems including sales, finance, customer support, manufacturing operations, and HR. These insights provide leadership and front-line teams with visibility into key performance indicators that drive informed decisions, align operations, and uncover sales opportunities.</p> <p>Our Supply Chain and Manufacturing teams use this data to forecast demand, optimize inventory, and ensure high-demand products are available where and when they're needed. This allows sales representatives to confidently promise availability, while service teams and installation crews can execute work without disruption or delays. For our in-house manufactured products, this visibility ensures quality and lead times remain consistent, helping us exceed customer expectations and giving us a significant competitive edge.</p>
2	Explain your lead times for order fulfillment and detail your supply chain resilience measures, including contingency plans for potential disruptions.	<p>Our most popular manufactured items are in-stock and ready to ship, while custom and niche items may need production time or time to ship from the supplier. ATS Traffic's sales team will communicate up front with Canoe members as to product availability and any applicable lead times for items not stocked locally.</p> <p>Our regional sign manufacturing hubs reduce lead times and transportation emissions. As a 3M™ Certified Digital Fabricator, we can meet high-volume and custom signage needs with minimal turnaround. For Canoe members, this means dependable availability of critical safety products and fewer procurement delays.</p> <p>ATS Traffic maintains robust supply chain controls and business continuity processes to ensure an uninterrupted supply of goods and services, even during emergencies. Our policies are designed to mitigate operational risk, ensure data accuracy, and uphold accountability through structured procedures and system safeguards. In emergency situations, our supply chain controls, such as controlled access to inventory systems and vendor oversight through our Supplier Management Policy, allow us to maintain consistent supply flow while ensuring quality and compliance.</p> <p>Our organization has a formal business continuity and disaster recovery framework embedded within our Supply Chain Policy. This includes segregation of duties, where no single individual has end-to-end control of critical functions such as ordering, receiving, and payment authorization. This reduces the risk of fraud and errors and ensures that all material transactions, such as inventory adjustments or supplier management activities, are conducted with proper oversight and approval from the Finance team. In the event of an operational disruption, these controls help us maintain service delivery by protecting core functions and ensuring the integrity of our supply chain.</p>

Engagement , Marketing and Training

Line Item	Question	Response *
1	Describe the engagement and marketing strategy your company will implement if successful in this solicitation. Your answer should be specific to the various types stakeholders involved.	<p>ATS Traffic will execute a comprehensive, multi-tiered engagement and marketing strategy tailored to key stakeholder groups including municipal clients, public-sector organizations, procurement officials, and our internal sales and support teams.</p> <p>For Public Sector Buyers and End Users: Our marketing team will develop and distribute dedicated Canoe-branded collateral such as brochures, email campaigns, landing pages, and digital ads that explain the benefits of using the Canoe contract. This will be supplemented by targeted Google Ads and programmatic campaigns through platforms like Multiview, aimed at reaching decision-makers across Canadian municipalities and public agencies. Regular newsletters and social content will highlight relevant products, success stories, and exclusive pricing available through the Canoe program.</p> <p>For Procurement Professionals: We will leverage municipal newsletters, association publications, and trade shows to directly communicate the compliance advantages and simplified purchasing process offered through Canoe. Our team will ensure that procurement officers receive clear and consistent messaging around eligibility, pricing, and contract utilization across all sales channels.</p> <p>For Internal Stakeholders: ATS Traffic's sales and branch teams will receive tailored training, including reference materials and ongoing briefings to ensure they're equipped to promote the contract confidently and accurately. Our head office will coordinate national-level strategy while empowering branches to execute localized outreach.</p> <p>For Canoe and Industry Partners: We will work closely with Canoe to align on co-branded marketing materials, event sponsorships, and joint outreach opportunities. Canoe's insight into their membership and event schedule will help us prioritize efforts and maximize visibility.</p>
2	Collaboration between Canoe and the vendor is essential to the buy-in of group purchasing by vendors and their distribution network. What do you expect Canoe's role to be in demonstrating the value of the contract?	<p>ATS Traffic can communicate and engage with Canoe's audience in a variety of ways, including our presence and participation in major industry events across Canada, print and online distribution of our product catalogue and connecting with members and other industry professionals through the delivery of information in municipal association newsletters, e-updates, and publications. ATS Traffic's reputable and experienced Marketing team are responsible for planning and executing value-added content (brochures, case studies, white-papers, infographics, etc.); campaigns (social, direct mail, digital advertisements, etc.); website optimization and ecommerce. Any information that Canoe can provide regarding related programs and events ahead of time can assist the ATS Traffic Marketing team in creating and leveraging any necessary content or resources.</p> <p>Canoe can also support the internal rollout for our Sales and support teams. Messaging around how customers can leverage their exclusive Canoe member pricing would be provided to customer facing ATS Traffic staff members, who would also be briefed regularly on the particulars of the contract.</p>
3	Describe how you will train your sales force and distribution network on the value of utilizing the group purchasing such as the Canoe contract for public sector and non for profit clients. Include details on measure you will put in place, such as type and cadence of engagement etc.	<p>Canoe customers have their own dedicated price list for our full inventory. This price list applies to all sales channels including purchases made on the online store, at our branches, over the phone, via email or forms fills on the website for a consistent, omnichannel experience.</p> <p>To ensure new and existing customers are made aware of the partnership between ATS Traffic and Canoe, we would launch:</p> <ul style="list-style-type: none"> Monthly newsletters to our existing customers who fit Canoe's target market, as well as potential new customers we find through Zoominfo, our tool for finding new contacts by industry, location, and job title. Bi-weekly social media posts to promote products beneficial to Canoe customers. Google Ads campaigns to target potential customers across Canada. Programmatic advertising campaigns through Multiview targeting current customers, potential customers who match current user profiles, website visitors, and CASL compliant email lists.
4	Describe your methodology and approach to a successful start up / implementation plan and ongoing review and monitoring of the contract use and promotion. Include details on measure you will put in place.	<p>ATS Traffic will follow a structured, collaborative approach to launching and implementing the Canoe contract. Upon award, our head office will initiate an internal onboarding plan that includes:</p> <ul style="list-style-type: none"> Alignment meetings with sales, marketing, operations, and branch leadership Staff training sessions to ensure all front-line and sales personnel are familiar with contract details, benefits, and procedures Marketing and communications rollout, including digital campaigns, email outreach, social media posts, and more Resource development, such as client-facing collateral, FAQs, and website content <p>We will also engage directly with Canoe representatives to coordinate co-branded materials and identify regional opportunities for outreach.</p> <p>Our head office is responsible for managing and monitoring the ongoing success of the Canoe contract. We use digital platforms (Google Ads, Analytics, SEMrush) and Microsoft Power BI dashboards to monitor contract adoption, regional sales activity, and customer engagement. This centralized oversight ensures we can assess the effectiveness of marketing efforts, identify growth opportunities, and make data-driven decisions to support continued promotion and utilization across Canada.</p>
5	How will you be monitoring the adoption and utilization of the Canoe contract by your sales and distribution network? Which key performance indicators will you be monitoring?	<p>ATS Traffic monitors the adoption and utilization of the Canoe contract through a coordinated effort between our head office and regional branches. Our head office leads national marketing efforts, including digital campaigns, targeted outreach, internal training, and the development of promotional materials. We also coordinate participation in relevant industry events and collaborate with Canoe to raise awareness. Regional branches are responsible for on-the-ground promotion, customer engagement, and supporting adoption within their specific territories, ensuring that existing and prospective clients understand the benefits and ease of procurement through the Canoe program.</p> <p>To evaluate success, we use Microsoft Power BI to track and analyze key performance indicators (KPIs) across our sales and distribution network. These include:</p> <ul style="list-style-type: none"> Number of Canoe-based transactions by region Total revenue and growth attributed to Canoe Customer adoption rates, including new vs. returning users Quote volume and close ratios linked to the contract Regional engagement and follow-up activity <p>This dual approach of centralized strategy supported by local execution ensures we can effectively promote the contract, monitor adoption in real-time, and continually refine our efforts to maximize value for both our customers and the Canoe network.</p>
6	Describe your commitment to attending and/or sponsoring Canoe member engagement events (e.g., reverse trade shows, conventions, golf tournaments, educational offerings, retreats etc.)	<p>ATS Traffic puts a strong emphasis on attending relevant tradeshow and events where our sales team can interact with new and existing customers face-to-face. This includes events across North America.</p> <p>ATS Traffic are proud members of a variety of industry associations and participate in their respective trade shows and conference throughout the year. In 2024 alone, ATS Traffic Marketing and Sales representatives participated in over 90 events. ATS Traffic is fully committed and excited to participate in in-person events over the coming years across the regions we serve.</p> <p>During the last few years, ATS Traffic's Marketing team has been able to create a calendar of strategic events that offer the most value to our customers, our company, and our partnerships. Canoe and other member-engagement events are at the top of this priority list for sponsoring and participation due to their high visibility and value offered to the delegates — the majority of whom have a great working relationship with ATS Traffic.</p>
7	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	<p>ATS Traffic is a respected leader in the traffic industry and continues to work diligently with public programs and member associations across North America. Our consistent involvement and financial support (i.e.: event sponsorship) has helped build our reputation among these associations and the traffic industry. Being active members of national and international associations allows ATS Traffic to stay current on evolving safety regulations, participate in industry leadership, and access high-quality training and information. Associations include:</p> <ul style="list-style-type: none"> RMA - Rural Municipalities of Alberta AMO/ROMA - Association of Municipalities of Ontario SARM - Saskatchewan Association of Rural Municipalities SUMA - Saskatchewan Urban Municipalities Association AMM - Association of Manitoba Municipalities BC Municipal Safety Association TAC - Transportation Association of Canada ITE and ITE Canada (Institute of Transportation Engineers) ARHCA - Alberta Roadbuilders & Heavy Construction Association BC Roadbuilders MHCA - Manitoba Heavy Construction Association ORBA - Ontario Road Builders Associations OPA - Ontario Parks Association AORS - Association of Ontario Road Supervisors IMSA (US, Prairies, Ontario chapters) ITS Canada - Intelligent Transportation Systems AWWOA - Alberta Water & Wastewater Operators Association ACSA - Alberta Construction Safety Association ATSSA* - American Traffic Safety Services Association (*ATS Traffic were original members) APWA - American Public Works Association (state and provincial chapters) ECA - Edmonton Construction Associations OCA - Ottawa Construction Association Good Roads - formerly Ontario Good Roads Association <p>These memberships provide our team with access to evolving industry standards, certification programs, workshops, and thought leadership opportunities.</p>

Warranty, Risk Mitigation & Service Excellence

Line Item	Question	Reponse *
1	Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.	<p>ATS Traffic offers a comprehensive manufacturer warranty program designed to ensure long-term product performance and customer satisfaction. Our program combines industry-recognized product warranties with clear procedures for claims and return handling.</p> <p>Warranty Coverage and Structure</p> <p>As a certified 3M Authorized and Certified Digital Fabricator, ATS Traffic manufactures signs using 3M reflective sheeting, which is backed by 3M's official product warranties. Our warranty program covers signs against abnormal deterioration, including fading or failure of the reflective surface under normal conditions.</p> <p>The standard coverage includes:</p> <ul style="list-style-type: none">• High Intensity Prismatic (HIP) Sheeting: 10-year prorated warranty• Diamond Grade DG3 Sheeting: 12-year prorated warranty• Note: Fluorescent diamond-grade sheeting is excluded from this warranty. <p>Warranty claims are assessed on a prorated basis, which adjusts the coverage based on the product's age at the time of the claim.</p> <p>Conditions and Requirements</p> <p>To qualify for warranty coverage, the following conditions must be met:</p> <ul style="list-style-type: none">• The sign must have been manufactured by ATS Traffic using 3M sheeting.• The product must have been stored, handled, and installed according to 3M and ATS Traffic guidelines.• The deterioration must not be due to misuse, vandalism, improper installation, or external damage unrelated to material failure. <p>Claims Procedure</p> <p>All warranty claims must be initiated through ATS Traffic Customer Service. The claims process includes:</p> <ol style="list-style-type: none">1. Notification: Customers must report defective or deteriorated materials within the warranty period.2. Inspection: ATS Traffic may request images or physical return of the sign for assessment. If necessary, ATS Traffic will arrange for product return in accordance with our Returned Materials Policy.3. RMA Issuance: A Return Materials Authorization (RMA) number must be obtained prior to sending any product back. The RMA must accompany all returned goods.4. Evaluation & Credit: Upon inspection, if the warranty claim is approved, credit will be issued based on the prorated value of the product. This may include replacement of the product or a partial refund. <p>Return Handling</p> <p>All returned materials must follow ATS Traffic's standard Returned Materials Policy, which includes:</p> <ul style="list-style-type: none">• Requesting a written RMA within the designated reporting timeframe.• Returning materials to the originating ATS Traffic branch with the proper documentation.• Use of original packaging and clear labeling of the RMA number.• No returns will be accepted without a valid RMA. <p>This structured and accountable process ensures timely resolution of warranty issues while maintaining high standards of service and quality assurance.</p>
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	<p>ATS Traffic stands behind the quality of the products and services we provide with a 100% satisfaction guarantee. In the event of any issue, we assess concerns on a case-by-case basis to determine the most appropriate resolution. This may include product reprints, replacements, or other forms of remediation to ensure customer satisfaction and compliance with contract requirements. For any installation service we provide, ATS Traffic offers a minimum one-year guarantee. Our goal is to provide timely, fair, and effective solutions for all members we support through this RFP.</p>

3	<p>Describe in details the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your service goals or promises.</p>	<p>Regional Customer Service Professionals</p> <p>ATS Traffic's Customer Service Professionals (CSPs) are an experienced and well-trained team that assist our customers with inquiries for rentals, sales, service or support. Whether it's for an event in your community that would require traffic control measures, including set up for safe and efficient lane closures, traffic equipment installation services or on-call emergency traffic control, we have you covered. Every component, from sales and rentals to labour and traffic movement is handled in-house by our team of experts.</p> <p>Our Sales, Customer Service Providers, and management have also completed the highest level of certification through our in-house training program—run by our Corporate Trainers and designated staff who facilitate technical field operations courses for all staff, with ongoing, hands-on operational and product training.</p> <p>From Customer Service Professionals to our On-Street Technicians, we are certified and experienced in handling a wide range of traffic volumes and project scopes. We have designed and executed numerous traffic management strategies and our commitment is always to provide the safest and best-fit solutions for communities. 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Given the diverse and often complex product and service mix we provide through programs like Canoe, timely and consistent communication is essential to delivering exceptional service.</p> <p>Response Time Standards</p> <p>To ensure responsiveness, we have established the following service commitment guidelines for basic customer inquiries such as quotes, order status, inventory availability, delivery or installation timelines:</p> <table><tr><td>Inquiry Received</td><td>Response Target</td></tr><tr><td>Before 12:00 PM</td><td>By 5:00 PM same business day</td></tr><tr><td>After 12:00 PM</td><td>By 12:00 PM next business day</td></tr></table> <p>If a complete response is not available within the target timeframe, our staff are expected to contact the client with an update and estimated follow-up time. 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Member access to goods and services

Line Item	Question	Response
1	List the necessary steps for a Canoe member to set up an account and access your goods and services for the first time should you be awarded a contract.	Here's a concise list of the necessary steps for a Canoe member to set up an account with ATS Traffic: <ol style="list-style-type: none"> 1. Submit Canoe Membership Number and Account Details 2. ATS Traffic configures account profile with Canoe price list in our system 3. Customer places order via store.atstraff.ca or through a local rep 4. Sales or Customer Service will coordinate order fulfillment and provide support
2	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	Customers can access ATS Traffic's full product catalogue, pricing, and discounts through our online store at store.atstraff.ca where they can browse items, view Canoe contract pricing, generate an instant quote (build their cart) and place an order. In addition to online access, members can request quotes and place orders via email, phone, or by visiting any of our local branches. ATS Traffic is committed to delivering a seamless, consistent omnichannel experience across all platforms to ensure convenience and accessibility for every Canoe member.
3	Are your products available through an e-marketplace platform? If yes, please explain the options to connect to your e-marketplace i.e. business to business, punch out, API, and any limitations on compatible systems. Include a link to your e-marketplace.	Yes, ATS Traffic has an online store (https://store.atstraff.ca) which facilitates the ordering of all traffic safety equipment, including signage, delineation, message and arrow boards, temporary barriers, and more. Our municipal customers have used the online store to order signage (which can be made custom to their county specifications), temporary delineation and other work zone essentials, traffic calming devices, and ITS solutions. The online store makes it easy to track and manage your orders, as well as monitor spending. Our new ecommerce website is built on a Canadian-made, industry-leading platform. We have focused our development efforts to streamline the order process and provide our customers with a seamless and user-friendly experience. Notable features and updates related to this contract include: <ul style="list-style-type: none"> - Customers setup and onboarded individually, including support and training - Canoe Member Pricing: Account price lists automatically applied to users upon setup - Automated Emails: Abandoned cart, reminders, promotional offers and more - Tailored Experience: Depending on the region, users will have access to their provincial sign catalogue - 'Branded Signs' category: This custom category is filled with signs unique to that customer. This category is currently being leveraged by large construction firms (branded work site signs) to municipalities and counties - Ongoing Additions and Continuous Improvements: New products, related to this contract, that have recently been added to the store include: Street name blades, Ver-Mac smart work zone equipment, - Dedicated Success Team: Our Customer Service Providers work in tandem with our Ecommerce Administrators (Marketing team) to assist our customers with account/user setup, order management, and ongoing support. We remain available for ongoing training and customization support for customers. - Purchase Lists: One notable feature is the 'Purchase List' tool that can streamline navigation and ordering by creating a favorites list of products, either by saving these through the store or by importing an Excel sheet - Chat tool and Support: Help documents, and articles are constantly being added. The ChatBeacon tool is managed by the store administrator (Digital Marketing Specialist) <p>Customers also have the option of renting any work zone equipment they may need via the ATS Traffic Customer Portal or through our office, rather than the online store.</p>
4	In a case where one your company has an existing public sector customer who desires to be onboarded onto the Canoe offering, how would you address this situation?	During onboarding, ATS Traffic requires each customer to provide their Canoe Membership Number before ensuring access to Canoe contract pricing. This number is used to validate eligibility and configure a dedicated price list within our ERP system, ensuring all transactions reflect the pre-negotiated terms of the Canoe Procurement Group agreement.

Reporting

Question	Response
Please specifically describe any self-audit process or program that you plan to employ to verify compliance with a possible Contract with CANOE including validating that CANOE Members obtain the proper pricing, as well as ensuring your reports accurately include all sales under the Canoe contract.	All Canoe customers are set up in our customer ordering system with a dedicated Canoe account #, sales rep # and Canoe preferred pricing models. Quoting is done through this single system that ensures customers are receiving Canoe pricing and discounts across our entire Canadian sales and customer support teams in Branches across Canada. Our finance team provides Canoe with individual invoices for all Canoe customers monthly, providing full transparency on product pricing, freight, warranty and service provisions.
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	As an incumbent, ATS Traffic currently supplies Canoe with a direct invoice summary of all transactions through our sales and customer service personnel. This is facilitated with an account code that tracks customer, sales rep and Canoe account number for submission and auditing of sales activity.
Do you allow public entities to order from multiple contracts and GPOs?	Although Canoe is the default option at ATS Traffic, there are a few larger municipalities, educational institutions, airports and hospitals that have multiple contracts (both with Canoe and other GPO's) for specific products and/or services. In these situations where there are options available to the customer, they will inform us which GPO they wish to use. Although relatively rare, in cases where the customer takes a specific product group to market (i.e. signage) via a public tender process, ATS Traffic will submit a bid for potential award and if successful, we reserve the right to manage that contract independently.
If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	Cybersecurity and Data Privacy Measures Summary ATS Traffic has implemented a comprehensive, multi-layered security framework focused on protecting sensitive information, ensuring system integrity, and minimizing risk. <ol style="list-style-type: none"> 1. Email Protection All inbound and outbound emails are filtered using Checkpoint's in-line security to detect and block phishing, malware, viruses, identity theft, and impersonation attempts. 2. Network Monitoring and Threat Detection A real-time Security Information and Event Management (SIEM) system continuously scans for malicious activity, such as unauthorized access attempts, logins by disabled users, and ransomware behaviors. 3. Network Perimeter Defense Next-generation firewalls are deployed across all network segments to detect intrusions and prevent data loss using advanced threat analytics. 4. Access Control and Identity Protection Full implementation of Multi-Factor Authentication (MFA) ensures that only authorized individuals can access systems, greatly reducing the risk of credential-based breaches. 5. System and Device Hardening Regular and timely patching of network devices, computers, and servers ensures vulnerabilities are addressed as soon as fixes are available. 6. Proactive Risk Identification Vulnerability testing is conducted three times per year to proactively identify and remediate security weaknesses. 7. Endpoint Security All machines are protected with active and regularly updated anti-virus and anti-malware solutions to quarantine and neutralize threats. 8. User Education and Awareness Ongoing monthly cybersecurity training—complete with quizzes—keeps users engaged and informed about safe practices and evolving threats. <p>Data Privacy and Protection Commitment These layered defenses collectively help ensure strong data privacy and protection by:</p> <ul style="list-style-type: none"> • Minimizing unauthorized access to personal and sensitive information. • Monitoring for data exfiltration attempts and suspicious behavior. • Promoting informed and security-conscious behavior among users. <p>The result is a security posture that aligns with best practices in safeguarding confidential data, complying with regulations, and fostering a culture of cybersecurity accountability.</p>

Shipping, Freight

Line Item	Question	Response *
1	Explain your delivery model.	<p>ATS Traffic offers a flexible and cost-effective delivery model designed to meet the diverse needs of our customers across Canada. Our approach includes:</p> <p>Rate Shopping with Markup: We source competitive shipping rates based on carrier availability, shipping type, and product specifications. A standard markup is applied depending on the nature of the goods and service requirements to ensure reliable and timely delivery.</p> <p>Local Pickup Options: To reduce freight costs and improve turnaround times, we provide pickup availability at multiple ATS branch locations nationwide. This allows customers to bypass shipping fees and expedite access to in-stock inventory.</p> <p>Variable Online Store Rates: Shipping rates through our online store may differ based on carrier surcharges and pre-established rate structures tied to specific product categories and sizes. This ensures transparency and accuracy in freight calculations at the point of purchase.</p> <p>Our delivery model is built for efficiency, cost control, and customer convenience, supported by a national logistics network and responsive service.</p>
2	Explain how your shipping and freight costs are calculated, as well as any related weight, geographical considerations and restrictions for remote or otherwise hard to access locations included in your offering.	ATS Traffic calculates shipping and freight costs based on the weight, dimensions, and destination of the product being delivered. Larger or heavier items are subject to higher charges due to bulk handling and carrier-specific pricing models. For rural or remote locations, we maintain a set of predetermined rates where available; however, some regions may fall outside standard rate structures, resulting in variable costs depending on accessibility and distance. While we are fully equipped to service all areas within Western Canada, freight rates may increase proportionally with the remoteness of the destination. In cases where freight is associated with labor or service contracts, shipping costs are often bundled into the total project pricing — eliminating the need for separate freight calculations and streamlining overall procurement.
3	Explain any variances in freight and shipping cost between the various categories ie road signs VS large equipment.	Shipping and freight costs vary across product categories based on size, weight, and handling requirements. For road signs and smaller equipment, ATS Traffic offers dedicated parcel and less-than-truckload (LTL) rates that cover approximately 75–80% of locations across Western Canada. These rates provide predictable, consistent pricing up to specific weight and dimension thresholds, allowing for better planning and budgeting. In contrast, oversized pallets and packages may incur additional charges due to special handling and space requirements. For large equipment and full truckload (FTL) shipments, freight costs are more variable. Rates are influenced by carrier availability, load specifications, and destination, with lane-specific pricing established primarily for deliveries to major cities and larger towns in the region. This tiered structure ensures fair and efficient cost management across all product categories.

Agreement acceptance

Review the draft agreement, indicate your acceptance and proposed changes if any as applicable.

Article	We agree and accept *	If no, indicate your proposed changes or N/A *
ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 3 FINANCIAL MATTERS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 4 TRADE-MARKS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 5 REPRESENTATIONS AND WARRANTIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 6 CONFIDENTIAL INFORMATION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 7 INDEMNITY AND LIABILITY	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 8 CHANGES AND TERMINATION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 9 FORCE MAJEURE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 10 DISPUTE RESOLUTION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A
ARTICLE 11 GENERAL	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N/A

Proactive disclosure of Artificial Intelligence (AI) in drafting response

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

Line Item	Question	Comments *
1	Did you use any Artificial Intelligence (AI) tools or systems in the preparation of your RFP response?	Yes
2	If yes, please specify which AI tools were used and describe their roles in the drafting process.	Microsoft Copilot recommendations were considered and applied throughout the drafting and review process.
3	How did the AI tools or systems influence the content presented in your RFP response? Please provide specific examples of contributions made by AI to your proposal.	<p>For long responses, Copilot prompts that improved readability for the reader were considered. Example:</p> <p>Before: Over the last three years, ATS Traffic has implemented hundreds of public-sector programs, including largescale traffic control services contracts and equipment supply agreements with MASH customers across Canada.</p> <p>After: Over the past three years, ATS Traffic has successfully implemented hundreds of public-sector programs across Canada. These include large-scale traffic control service contracts and equipment supply agreements for MASH sector clients.</p>

The Catalogue pricing must include:

- **An Excel document The Current published List Price**, A list showing any applicable discounts or markdowns off the base price at the time of RFP closing.
- Organize items by category, by line. Do not include all your SKUs.

Do not upload a proposal response, if you do Canoe will not evaluate it. Proposal responses must be entered into the specification questionnaires

Do not include generic promotional marketing materials, resumes, corporate brochures, unless specifically asked in the RFP. Canoe will not review any materials not explicitly requested.

Please ensure the pricing list is in legible font, format and size.

- [Catalogue pricing by category by line in Excel](#) - 2025-2030 - Canoe Program Pricing.xlsx - Wednesday July 09, 2025 10:34:58
- [Warranty document](#) - Warranty Information.pdf - Wednesday July 09, 2025 10:33:42
- Additional delivery information (optional)
- [Information on goods offered - optional](#) - Information on Goods Offered.pdf - Wednesday July 09, 2025 10:35:30
- [Additional Document](#) - ATS Traffic Catalogue 2025 - Flipping Book - March 2025 compressed_01.pdf - Wednesday July 09, 2025 10:29:13

Addenda, Terms and Conditions

PART D -TERMS AND CONDITIONS OF THE SOLICITATION PROCESS

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

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

1.1.1 Ability to Provide Deliverables

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

1.1.1.2 Non-Binding Pricing

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

1.1.2 Proposals in English

All proposals are to be in English only.

1.1.3 No Incorporation by Reference

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

1.1.4 Past Performance

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

1.1.5 Information in SOLICITATION Only an Estimate

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

1.1.6 Proponents to Bear Their Own Costs

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

1.1.7 Proposal to be Retained by Canoe

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

1.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

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

1.1.9 Trade Agreements

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

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

1.2 Communication after Issuance of Solicitation

1.2.1 Proponents to Review Solicitation

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

1.2.2 All New Information to Proponents by Way of Addenda

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

1.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

1.2.4 Verify, Clarify, and Supplement

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

1.2.5 Restricted Communications

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

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

1.2.6 Authorized Communications, Amendments, Waivers

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

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

1.3 Notification and Debriefing

1.3.1 Notification to Other Proponents

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

1.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Solicitation Contact and must be made within thirty (30) days of such notification. The Solicitation Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at Canoe's location or by way of conference call or other remote meeting format as prescribed by Canoe.

1.3.3 Procurement Protest Procedure

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

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

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

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

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

EMAIL: proposals@canoeprocurement.ca

Once a bid dispute has been received, the Chief Executive Officer of RMA Group of Companies will initiate a review of the matter. The Chief Executive 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.

1.4 Conflict of Interest and Prohibited Conduct

1.4.1 Conflict of Interest

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

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

1.4.2 Disqualification for Conflict of Interest

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

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

1.4.3 Disqualification for Prohibited Conduct

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

1.4.4 Prohibited Proponent Communications

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

1.4.5 Proponent Not to Communicate with Media

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

1.4.6 No Publicity or Promotion

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

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

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

1.4.7 No Lobbying

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

1.4.8 Illegal or Unethical Conduct

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

1.4.9 Supplier Suspension

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

1. illegal or unethical conduct as described above;

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

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

1.5 Confidential Information

1.5.1 Confidential Information of Canoe

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

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

1.5.2 Confidential Information of Proponent

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

1.6 Procurement Process Non-Binding

1.6.1 No Contract A and No Claims

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

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

1.6.2 No Contract until Execution of Written Agreement

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

1.6.3 Non-Binding Price Estimates

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

1.6.4 Cancellation

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

1.6.5 Competition Act

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

1.7 Rights of Canoe Procurement Group of Canada – General

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

1. make public the names of any or all Proponents;
2. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal;
3. waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
4. contact or not contact any or all references provided by the Proponent;
5. verify with any Proponent or with a third party any information, or check references other than those provided by Proponents, as set out in a Proposal, as described in Section 2.14 (Verification of Information);
6. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with CANOE impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the Solicitation;
7. disqualify any Proponent that has a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of CANOE, and CANOE determines that no reasonable mitigation is possible, or that the Proponent has not taken sufficient steps to promptly address such matters to the satisfaction of CANOE;
8. disqualify any Proponent that is bankrupt or insolvent, or where bankruptcy or insolvency are a reasonable prospect;
9. disqualify any Proponent that has engaged in significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
10. disqualify any Proponent if the Proponent, or any officers, directors or other key personnel of the Proponent:
 - a. are subject to final judgments in respect of serious crimes or other serious offences; or
 - b. have engaged in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent – including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of its Proposal, or have made false declarations to CANOE;
11. disqualify any Proponent if the Proponent has failed to pay taxes;
12. make changes, including substantial changes, to this Solicitation provided that those changes are issued by way of addenda in the manner set out in this Solicitation;
13. accept or reject a Proposal if only one Proposal is submitted;
14. accept any Proposal in whole or in part;
15. reject a subcontractor proposed by a Proponent within a consortium;
16. reject a Proposal:
 - a. if CANOE or RMA has initiated a dispute, claim or litigation with that Proponent;
 - b. if that Proponent has initiated or is involved in a dispute, claim or litigation against CANOE or RMA that CANOE or RMA considers to be frivolous, vexatious, without merit and/or unreasonable;
 - c. if the Proponent has failed to satisfy an outstanding debt to CANOE or RMA;
 - d. if the Proponent has a history of illegitimate, frivolous, unreasonable or invalid claims;
 - e. if the Proponent provides incomplete, unrepresentative or unsatisfactory references; or
 - f. if CANOE determines that it would not be in the public interest to accept the Proposal;
 - g. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to CANOE; or
 - h. cancel this Solicitation process at any stage (without providing reasons), and thereafter issue a new request for proposals, request for qualifications, engage in limited tendering, or take no further action in respect of the matters contemplated by this Solicitation.

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

1.7.1 No Prohibited Conduct

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

1.7.2 Disclosure of Information

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

1.8 Governing Law and Interpretation

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

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

End of PART D



I have the authority to bind the Proponent.

- Colin McCarten, EVP Sales & Marketing, ATS Traffic Ltd.

Conflict of Interest

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Further Details:

Warranty Information for Key Transportation Equipment Vendors

Carmanah

Carmanah Technologies provides limited warranties on its traffic beacon and solar lighting products, with coverage lengths varying by product line. **Most newer Carmanah systems carry a 5-year limited warranty on the main product hardware**, ensuring it is free from defects in materials and workmanship carmanah.comsupport.carmanah.com. For example, Gen 3 solar flashing beacons (Series E/F/G) are covered for **5 years** on the beacon/controller, while the batteries are covered for **1 yearsupport.carmanah.com**. Some Carmanah products have shorter coverage – **LED-enhanced flashing signs** are warranted for 3 years on the LED sign component, but 5 years on the solar engine/cabinet that powers them support.carmanah.comsupport.carmanah.com. Carmanah's newer MX Series connected beacons and certain radar speed signs come with a **3-year product warranty** (plus 1 year for batteries) support.carmanah.com. Batteries and other consumable power components generally have only a 1-year warranty, reflecting their expected life support.carmanah.com. Carmanah also offers an updated warranty policy (effective 2016) that extended some legacy product warranties from 3 years to 5 years for purchases after that date support.carmanah.comsupport.carmanah.com.

Carmanah's warranty is **limited to defects arising from normal use** and proper installation. Notably, it **excludes** failures due to normal wear-and-tear, improper installation or user programming, and operation outside of specified conditions. For instance, installations above 55° latitude (extreme low-sunlight locations) are not covered unless the system was adjusted for that environment carmanah.comcarmanah.com. Other exclusions include damage from fire, water intrusion, lightning strikes or power surges, abuse or misuse, unauthorized modifications or repairs, and "acts of God" (natural disasters) carmanah.comcarmanah.com. If a covered defect occurs within the warranty period, Carmanah will at its discretion repair or replace the product, or offer credit toward new product purchase carmanah.comcarmanah.com. The warranty is generally non-transferable beyond the original purchaser carmanah.comcarmanah.com, and does not cover third-party components sold alongside Carmanah products (those carry the original manufacturer's warranty) carmanah.comcarmanah.com. In summary, Carmanah offers robust multi-year coverage (up to 5 years) on its solar beacon systems, while requiring that products be used per specifications and maintained properly for the warranty to remain valid.

Quarterhill / IRD (International Road Dynamics)

Quarterhill's transportation equipment division, **International Road Dynamics (IRD)**, provides warranty coverage typical for industrial intelligent transportation systems. **Standard IRD-manufactured products carry a 1-year limited warranty** from the date of delivery irdinc.com. This standard warranty warrants that IRD's hardware and materials will be free from defects in workmanship and material for one year, unless otherwise agreed in writing or specified for a particular product irdinc.com. During this period, IRD will repair or replace, at its discretion, any component that fails due to manufacturing defects. (Extended warranties beyond one year are available for purchase; IRD notes that extended warranty plans can be arranged as needed irdinc.com.) It's worth noting that **third-party equipment** incorporated in IRD's

solutions (for example, OEM sensors or electronics not made by IRD) are **not covered by IRD's own warranty** – instead they carry the original manufacturer's warranty pass-through irdinc.com. Similarly, consumable items like grout or epoxy used in road sensor installations are only warranted insofar as they are used before their shelf-life expiration and under proper conditions irdinc.com.

IRD (now a Quarterhill company) outlines several **exclusions and conditions** in its warranty. The 1-year warranty **does not cover** any damage due to improper installation by others, normal wear and tear, or extreme environmental events. For example, **physical damage from vandalism, lightning strikes, flood, fire, accidents, terrorism or war, and other "Acts of God" are explicitly excluded** from coverage irdinc.com. Connecting unauthorized third-party devices to IRD systems can void the warranty as well irdinc.com. The purchaser is responsible for inspecting equipment upon delivery and must report any shipping damage or discrepancies within 10 days; otherwise the product is assumed accepted as-is irdinc.com. If a covered failure occurs in the warranty period, IRD will repair or replace the defective equipment (repairs are typically done by IRD authorized personnel, and an RMA process is required for returns) irdinc.com. IRD's warranty also disclaims liability for any incidental or consequential damages arising from product use or downtime irdinc.com. In summary, **Quarterhill's IRD offers a one-year warranty as the baseline** on its roadway sensors and systems, covering manufacturing defects, while excluding misuse, external damage, and non-IRD components, with options to purchase extended coverage for longer periods irdinc.com.

Dialight (LED Traffic Signals)

Dialight, a leading manufacturer of LED traffic signal modules, offers warranty coverage that varies by product series. **For most standard Dialight traffic signal and pedestrian signal modules, the company provides a 5-year limited warranty** dialight.com. This five-year warranty covers the LED signal modules against defects in materials and workmanship under normal use. Notably, Dialight introduced an **extended warranty for certain premium products**: their high-performance **XL15 series LED traffic signal modules are backed by a 15-year "full performance" warranty**, an exceptionally long term in the industry dialight.com. This 15-year warranty means the XL15 modules are guaranteed to meet applicable performance specifications (e.g. brightness, color, etc. per ITE standards) for 15 years, reflecting Dialight's confidence in the longevity of those modules dialight.com. In general, Dialight warrants to the original end-user that its LED signal products will be free of significant defects and will perform according to ITE specifications throughout the warranty period dialight.com. If a signal module fails due to manufacturing defects or performance issues within the covered term, Dialight will repair, replace, or refund the product at their discretion dialight.com. The **standard 5-year warranty** applies to most ITE-compliant traffic and pedestrian signals, while the **15-year warranty applies to the XL15 line** (and Dialight/Leotek now are among the only companies offering up to 15 years on traffic LEDs) dialight.com.

Dialight's warranty, like most, includes certain **exclusions and conditions**. The warranty is valid only for the original purchaser and covers failures due to defects in manufacturing – it **does not cover** problems caused by incorrect installation, abuse, or external factors outside normal operation dialight.com. For instance, modules that suffer damage from electrical surges, extreme environmental conditions beyond design specs, improper power supply, or physical abuse are

not covered dialight.com. Alterations or repairs by unauthorized parties also void the warranty dialight.com. Additionally, use of third-party components not approved by Dialight (e.g. non-Dialight sensors, batteries, or parts attached to the module) is excluded from coverage dialight.com. Dialight explicitly disclaims any implied warranties beyond what is stated, and it will not be liable for incidental or consequential damages (loss of use, lost profits, etc.) resulting from a signal failure dialight.com. In summary, **Dialight provides a baseline 5-year warranty on LED traffic signal modules**, with certain products carrying an industry-leading 15-year warranty, all while expecting that the products are used as intended and not subjected to improper conditions or unauthorized modifications dialight.com. Any defects within warranty are remedied by repair or replacement, ensuring long-term reliability of Dialight signals in the field.

Leotek (LED Traffic Signals)

Leotek Electronics (USA) offers warranty coverage for its LED traffic signal products that is similar in structure to Dialight's, reflecting their competitiveness in the traffic signal market. **Leotek's standard warranty on traffic signal modules is typically 5 years** from the date of delivery leotek.com. For example, Leotek's IL6 series LED signal modules (which are widely used in traffic intersections) come with a *5-year limited warranty* against defects leotek.com. This means the module should operate per specifications for five years under normal usage, or Leotek will repair/replace it. In recent years, Leotek has also begun offering **extended-life signal modules with longer warranties**. Their new **"DT Series" traffic LED modules carry a standard 15-year warranty**, matching the 15-year offering introduced by Dialight leotek.com. Leotek touts these extended-life products as the only LED traffic modules in the industry (alongside Dialight) with such a long warranty, indicating a high level of confidence in product longevity and thermal management leotek.com. In summary, **most Leotek traffic signals have a 5-year warranty, while select premium models are warranted for up to 15 years**, providing agencies with options for longer-term coverage leotek.com.

As with any manufacturer's warranty, Leotek's coverage comes with **conditions and exclusions** to ensure proper use. The warranty is limited to the original purchaser and warrants that the signal modules are free from manufacturing defects and will meet applicable standards (ITE luminosity, color, etc.) during the warranty period. **Failures caused by improper installation, misuse, external damage, or other abuse are not covered**. For instance, if a module is subjected to electrical conditions outside its specifications (surges, incorrect voltage), physical damage, or attempted repairs by unauthorized persons, the warranty would be void. Leotek's general terms state that products must be used according to their documentation and any **damage from "acts of God" or external causes is excluded** (similar to other vendors) leotek.com. Also, the warranty does not cover normal degradation of LED brightness over a very long span beyond the warranted life. Leotek, like others, disclaims liability for incidental or consequential damages arising from a failed product leotek.com. However, during the warranty term, if a module is found defective under normal use, Leotek will typically provide a replacement unit or repair the unit. They also offer support via their service channels – and, as noted in Leotek's terms, the standard warranty can be extended through purchasing additional warranty or maintenance programs (often, agencies can negotiate an extended warranty or Leotek can match project requirements) leotek.com. In essence, **Leotek's warranty gives five years of peace of mind**

(or more, for extended-life models) that their LED signals will perform reliably, so long as they are installed and operated per specs, and it excludes the usual abuse/damage scenarios to protect the manufacturer leotek.com leotek.com.

Cubic Transportation Systems

Cubic Transportation Systems (a division of Cubic Corporation) provides the fare collection and intelligent transportation equipment used in many transit agencies, and they offer a standard warranty on the hardware they deliver. **Cubic's products generally come with a standard one-year (12-month) warranty from the date of delivery** cubic.com. This 12-month warranty ensures the equipment is free from defects in materials, workmanship, and conforms to the agreed specifications at the time of delivery. If any component fails or is found defective within the first year under normal use, Cubic will repair or replace it as per the warranty terms. In practice, many transit agencies opt for ongoing maintenance contracts or extended warranties with Cubic, and Cubic indeed offers **Extended Warranty Programs that can prolong coverage up to five years** total cubic.com. These extended support plans typically cover years 2 through 5 after the standard warranty, ensuring continued coverage of parts and sometimes on-site support/service through year five. (Such extensions often need to be purchased or included in the service contract at the time of system procurement.)

Cubic's warranty, like others, is a **limited warranty with specific exclusions**. It covers manufacturing defects but **excludes issues caused by mishandling, misuse, or external factors**. For instance, if a fare gate or ticket machine is damaged due to vandalism, improper power supply, or user-inflicted damage, those would not be covered under the basic warranty terms. The warranty also typically requires that **no unauthorized modifications or repairs** be done – doing so can void the warranty. In the case of Cubic's DTECH electronic devices (in the defense side of Cubic, but illustrative of policy), the warranty is voided by tampering, operating outside of environmental tolerances, using incorrect power sources, or unauthorized repairs cubic.com. We can infer similar conditions apply to Cubic's transportation equipment: the equipment must be installed and operated per Cubic's guidelines (for example, within specified electrical and environmental conditions) for the warranty to hold. Cubic also **disclaims liability for consequential damages**, meaning they won't cover losses of revenue or other indirect costs if a device fails cubic.com. The sole remedy is repair or replacement of the faulty part itself cubic.com. In summary, **Cubic provides a 12-month warranty on its transportation systems hardware by default, with options to extend up to 5 years** cubic.com. This warranty assures quality and functionality in the first year, while placing responsibility on the purchaser to use the equipment properly. Any covered defects will be fixed by Cubic, but damage from external causes or misuse is not covered, and Cubic's liability is limited to correcting the hardware itself, not any downstream effects cubic.com cubic.com.

Wavetronix

Wavetronix, known for its SmartSensor radar traffic detectors, provides a standard limited warranty that underscores the reliability of its sensors. **The standard warranty for Wavetronix SmartSensor products is two (2) years from the date of shipment** assets-global.website-files.com. This two-year warranty guarantees that the sensor hardware will be free from defects in materials and workmanship and will function according to Wavetronix's specifications under normal use conditions assets-global.website-

[files.com](#). If a SmartSensor fails to perform properly within two years of purchase (and the failure is not due to misuse or external causes), Wavetronix will repair the unit or provide a replacement at no charge [assets-global.website-files.comassets-global.website-files.com](#). The company emphasizes that the product should “*function properly under normal use*” for the warranty to apply [assets-global.website-files.com](#). In addition to the base warranty, Wavetronix offers an **extended warranty option**: customers can purchase additional coverage in one-year increments, up to a maximum of three extra years [assets-global.website-files.comassets-global.website-files.com](#). In practice, this means you can extend the total warranty coverage to as long as **five years** if desired. The extended warranty “incorporates, extends, and adds to” the standard coverage, giving an extra measure of protection for agencies that want a full five-year coverage on their sensors [assets-global.website-files.com](#). (Often, agencies opt for these extensions to align with project maintenance periods.)

Wavetronix’s warranty is a **limited warranty with certain exclusions and procedures**. It is valid for the original purchaser of the equipment and is contingent on correct use and maintenance. **Failures caused by improper use, incorrect installation, neglect, or events outside human control (“acts of God”) are not covered** [assets-global.website-files.com](#). For example, if a sensor is hit by lightning or physically damaged by an accident, those would fall outside warranty coverage. Likewise, if the sensor was not installed according to the guidelines (e.g., wrong wiring or mounting leading to failure), the warranty could be void. Wavetronix requires customers to notify them (or an authorized rep) of any defect within the warranty period and obtain an RMA (Return Material Authorization) to send the unit back for evaluation [assets-global.website-files.com](#). The warranty states that Wavetronix will repair or replace the product **as long as the defect was not due to misuse or neglect** [assets-global.website-files.com](#). It also allows the purchase of refurbished units as replacements in some cases, which suggests Wavetronix may swap a unit with a refurbished one to expedite service (fully at Wavetronix’s discretion, still honoring the remaining warranty). As is standard, Wavetronix’s warranty **disclaims other implied warranties** and does not cover incidental/consequential damages — their responsibility is limited to fixing or replacing the defective sensor itself [assets-global.website-files.comassets-global.website-files.com](#). In summary, **Wavetronix offers a two-year warranty on its SmartSensor products, with optional extensions up to five years** for added coverage [assets-global.website-files.comassets-global.website-files.com](#). The warranty covers any manufacturing defects that arise in normal operation, while excluding damage from misuse or extreme events. This assures agencies that Wavetronix sensors will perform reliably, and if not, the company will stand behind the product and provide a remedy within the warranty period.

Sources:

- Carmanah Technologies – Limited Warranty Terms and Product Warranty Info carmanah.comsupport.carmanah.comsupport.carmanah.comcarmanah.com
- International Road Dynamics (Quarterhill) – Standard Product Warranty Statement irdinc.comirdinc.comirdinc.com
- Dialight – Warranty durations for Traffic Signal Products and press release on 15-year warranty dialight.comdialight.comdialight.com
- Leotek Electronics – Traffic Signal module warranty info (5-year standard, 15-year extended) leotek.comleotek.comleotek.com
- Cubic Transportation Systems – Technical support and warranty program details (standard 12-month, extended to 5-year) cubic.comcubic.comcubic.com
- Wavetronix SmartSensor – Warranty Datasheet (2-year standard, up to 5-year with extensions) assets-global.website-files.comassets-global.website-files.comassets-global.website-files.com

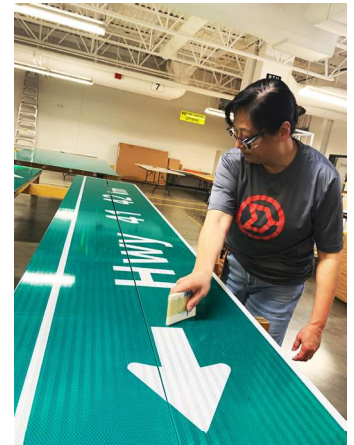
Product Lineup

ATS Traffic offers one of the most comprehensive traffic safety product lineups in Canada, supporting everything from day-to-day road operations to complex infrastructure and emergency response projects. Our inventory includes permanent and temporary solutions designed to enhance road safety, manage traffic flow, and support municipal, provincial, and private sector needs. From durable traffic signs and posts to advanced Intelligent Transportation Systems (ITS), speed readers, and steel barriers, our products are engineered for performance, compliance, and reliability. With extensive rental options and nationwide distribution, ATS Traffic is a trusted one-stop partner for traffic control equipment, roadside safety, and smart mobility solutions.

TRAFFIC SIGNS

ATS Traffic provides regulatory, construction, warning, guide, and custom signs tailored for public sector needs. We use high-performance reflective materials (3M™ sheeting) and offer full digital design and printing services. Our capabilities include on-demand signage production, long-term program management, installation and removal, inventory support, retrofitting, and branded sign catalogues for municipalities and campuses. All signs comply with MUTCD and provincial regulations, ensuring safety and consistency across jurisdictions. As a 3M™ Certified Digital Fabricator, we offer:

- Regulatory, parking, and guide signs
- Custom signage and digital printing
- Sign lighting systems (solar and wired)
- Reflective sheeting and blanks
- Full installation, maintenance, and program management



POSTS

Our extensive post inventory supports both temporary and permanent applications, including galvanized and perforated square posts, U-channel posts, round posts, and decorative options. We also supply signal poles, mast arms, and breakaway systems. Services include layout planning, site evaluation, installation, and hardware fitting. Additional options such as wood or T-posts accommodate rural, temporary, or soft-soil environments. Available options include:

- U-channel, square, round, and wood posts

-
- Signal poles and mast arms
 - Flexible and breakaway posts
 - Crosspieces, anchors, and sockets
 - Complete post installation and emergency replacement services

STANDS

We offer sign and code stands that are ideal for flexible deployments in work zones, special events, and emergency scenarios. Bases are available in rubber, steel, and plastic to support a range of sign types and conditions. Our stands are designed for stability in extreme weather and high-traffic areas. Fast setup and takedown, along with compatibility with roll-up signs and temporary signage, make them ideal for time-sensitive applications. Our selection of portable sign and code stands supports temporary traffic control setups:

- Code stands for temporary signage
- Portable bases for use with signs and delineators
- Weighted and rubber sign bases
- Deployment, takedown, and inventory support

ANCHORS

Anchoring systems ensure signage and device stability, especially in high-impact or high-traffic areas. We offer ground sockets, auger anchors, steel plates, and bolt-down bases compatible with concrete, asphalt, or soil. Our solutions are engineered to meet local and national safety standards and are available with or without concrete foundations. Anchors are used with both permanent and portable posts and equipment. Anchoring solutions ensure secure installation of signs and delineators, including:

- Ground sockets and base systems
- Butyl pads and epoxy adhesives
- Anchoring for poles, posts, and portable signs

SLEEVES

Sleeves enable quick and safe signpost replacements—essential in areas where breakaway compliance or seasonal signage is required. ATS Traffic provides reusable sleeves, locking mechanisms, and breakaway couplers that meet provincial safety standards. These systems are typically installed below-grade for a clean finish and allow for easy switching of sign types throughout the year. We provide breakaway and reusable sleeve systems to support safety compliance and simplify post replacements:

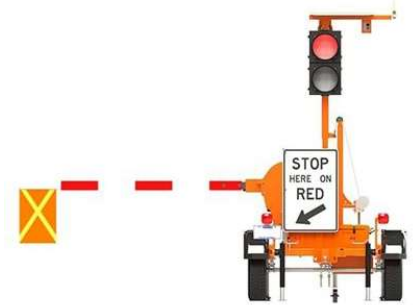
- Ground sleeves and couplers
- Breakaway hardware compatible with various post types

PORTABLE TRAFFIC SIGNALS

ATS Traffic supplies portable, solar-powered traffic signal systems designed for work zones and alternating lane closures. These units are trailer-mounted or pedestal-based, and can be manually controlled or

remotely operated. Systems support synchronized multi-unit operation and are ideal for bridge work, road maintenance, detours, and emergency response. Integration is available with smart work zone technologies and remote monitoring dashboards. ATS Traffic offers automated signal systems for work zones and temporary lane closures:

- Portable, solar-powered traffic lights
- Remotely operated or synchronized units
- Ideal for construction, emergencies, and detours



SPEED READERS DIGITAL

Radar speed display signs from ATS Traffic improve driver compliance and raise speed awareness in high-risk areas like school zones and residential roads. These signs feature real-time speed display, configurable alert messages, and integrated data collection for analysis. Units can be powered by solar or battery and are fully programmable via wireless connection. Data reporting is available for enforcement and engineering studies. Radar speed display signs and dynamic speed feedback displays enhance driver awareness and compliance:

- Portable and permanent radar signs
- Configurable speed alerts
- Integrated data collection and reporting
- Wireless programming and real-time updates



MESSAGE SIGNS

Dynamic message signs help inform, warn, and redirect motorists during road work, public events, or emergencies. Our full-matrix boards are solar-powered, trailer- or truck-mounted, and capable of displaying text, symbols, and graphics. Features include GPS tracking, real-time message updates, web-enabled programming, and queue warning system integration. These signs are essential tools in smart work zone deployments. From everyday traffic messaging to emergency alerts, ATS Traffic delivers advanced digital signage:

- Full-matrix message boards (solar-powered)
- Trailer- or truck-mounted options
- Real-time remote updates and scheduling
- Queue warning system integration



BARRICADES & BOLLARDS

ATS Traffic supplies a complete range of barricades and bollards for use in construction zones, crowd control, and pedestrian management. This includes Type I–III barricades, water-filled barriers, collapsible barricades, and permanent or removable bollards. Options for reflective sheeting and custom branding are available. Services include deployment, takedown, storage, and rental for events or ongoing projects. Robust crowd control and construction zone products include:

-
- Type I, II, and III barricades
 - Crowd control barricades
 - Bollards for delineation and pedestrian safety
 - Deployment services and rental programs

STEEL BARRIERS

Steel barriers offer high-impact protection for motorists and workers. ATS Traffic provides truck-mounted attenuators, permanent guardrails, and modular steel barricades. These are compliant with MASH and NCHRP crash standards and suitable for highways, construction sites, and high-speed roadways. Certified installation services ensure compliance with local and provincial requirements. Crash-rated and field-tested barrier systems help protect work zones and infrastructure:

- Truck-mounted and fixed crash attenuators
- Steel barricades for high-impact zones
- Impact protection systems for buildings and assets

TRAFFIC DATA COLLECTION

Our traffic data collection solutions use radar signs, vehicle detection sensors, and embedded devices to measure speed, volume, classification, and direction. Data is accessible via online dashboards and can be used for traffic engineering, funding applications, and safety studies. Devices are available for permanent or temporary deployment and integrate seamlessly with smart city infrastructure. Smart systems to gather and analyze real-time traffic information:

- Radar and sensor-equipped speed signs
- Video, LiDAR, and radar detection systems
- Data collection dashboards and reporting tools
- Useful for traffic studies, compliance, and planning



ATS Traffic also offers data collection services - we can assess your data needs, choose an effective strategy to collect your data, and implement our data collection devices. We'll collect the data you need so that you can make effective infrastructure decisions.



TECHNOLOGY SOLUTIONS

ATS Traffic provides fully integrated Intelligent Transportation Systems (ITS) that enhance road safety, improve traffic flow, and enable real-time traffic management for municipalities and agencies across Canada. Our ITS solutions are scalable, solar-compatible, and engineered for both urban and rural infrastructure, with support from design through deployment and lifecycle maintenance.

ATS Traffic's ITS team brings together traffic engineering, electrical integration, and smart technology expertise. From single-solution installs to corridor-wide deployments, we deliver field-proven ITS systems that are reliable, configurable, and built to meet the evolving needs of modern transportation networks.

DETECTION & DATA COLLECTION

Radar, video, LiDAR, and in-ground detection systems designed to monitor speed, traffic volume, presence, and direction. These tools support applications such as speed enforcement, queue warning systems, traffic signal actuation, and data-driven planning.

CABINETS & COMPONENTS

Industry-standard traffic cabinets and accessories including controllers, MMUs (Malfunction Management Units), loop detectors, UPS systems, GPS time clocks, power supplies, and switches. We offer full cabinet builds, upgrades, and field commissioning services.

TRAFFIC SIGNALS

Complete traffic signal systems including vehicle and pedestrian signal heads, LED modules, poles, and mounting hardware. Our solutions are compliant with provincial standards and designed for reliable performance in Canadian conditions.

PEDESTRIAN SAFETY

Intelligent crosswalk systems such as RRFBs (Rectangular Rapid Flashing Beacons), accessible pedestrian signals, push-button-activated beacons, and pedestrian detection technology to increase visibility and safety at marked crossings and school zones.



BLANK OUT & LED SIGNS

Dynamic LED signs for lane control, turn restrictions, and situational messaging. Blank-out signs provide clear, high-contrast instructions based on real-time conditions. LED-enhanced static signage improves visibility and driver compliance.

LIGHTING

Solar and LED lighting solutions for roadways, crosswalks, trails, and pedestrian zones. Options include post-top and bollard lighting, decorative retrofits, and fully self-contained solar units for locations without electrical infrastructure.

ROADSIDE SAFETY EQUIPMENT

We offer an extensive lineup of roadside safety equipment including snow poles, raised pavement markers, guardrail reflectors, flexible channelizer posts, delineators, and surface-mounted reflective markers. Designed to improve visibility and guide traffic in all conditions, these products support permanent installations as well as temporary applications during road construction or emergencies. Protective infrastructure to enhance road safety in all conditions:

- Flexible and channelizer posts
- Guardrail reflectors and snow poles
- Raised pavement markers and reflective tape
- Delineators, traffic paddles, and hydrant markers



RENTAL EQUIPMENT

ATS Traffic offers one of Canada's largest inventories of rental traffic control equipment. Available equipment includes message boards, arrow boards, AFADs, portable traffic signals, cones, stands, and delineators. Rentals are available daily, weekly, or by project, and include delivery, setup, 24/7 support, and optional training. This program supports municipalities, contractors, and utilities with flexible, scalable solutions for both planned and emergency deployments. ATS Traffic offers one of Canada's largest inventories of traffic safety equipment for rent:

- Portable traffic signals, message boards, and arrow boards
- Speed display signs and crash attenuators
- Crowd control barricades and stands
- Signage - custom, regulatory, work zone, and more
- Cones, delineators, and sign bases
- Short- and long-term rental options with delivery/setup

Safety forward.



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Schedule “B1”

PRICING

Schedule “C”

MARKETING AND PROMOTION OF AGREEMENT

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

Schedule "D"

SAMPLE SALES REPORT



CANOE SUPPLIER ADMIN FEE TEMPLATE
Monthly Submission of Data Required

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

Member Number	Member Name	Province	Branch (if applicable)	Date of Purchase	Transaction Date	Accounting Date	PQ #	Invoice #	Item Description	Category (Parts / Labour / Service)	Item cost	Miscellaneous	Freight	Subtotal	PST	GST/HST	Total Invoice	Amount eligible for Admin Fee	Admin Fee Rate	Admin Fee to Canoe
AB1603	SAMPLE ONLY County of your County	AB	ED	3/5/2024	3/5/2024	3/5/2024	555662	9955623	Pens	Parts	5.32	-	-	5.32	-	0.27	5.59	5.32	5.00%	0.27
AMH5002	SAMPLE ONLY RM of your town	MB	WN	2/1/2024	2/25/2024	3/1/2024	TR33556	9955624	Trays	Parts	552.30	0.20	0.50	553.00	33.18	27.65	613.83	552.30	5.00%	27.62
SAR1222	SAMPLE ONLY Town of At Home	SK	RG	12/23/2023	1/31/2024	3/1/2024	202403(j)	9955625	Whiteboard	Parts	1,555.20	-	20.30	1,575.50	110.29	78.78	1,764.56	1,555.20	5.00%	77.78
TOTALS											2,112.82	0.20	20.80	2,133.82	143.47	106.69	2,383.98	2,112.82	5.00%	105.64












Program Agreement CAN-2025-008-ATS

Final Audit Report

2025-08-20

Created:	2025-08-15
By:	Stéphanie Dion (stephanie@canoeprocurement.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-cbLjUKSFJk4nHxtw3b122IXnXTn6Di3

"Program Agreement CAN-2025-008-ATS" History

-  Document created by Stéphanie Dion (stephanie@canoeprocurement.ca)
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-  Document emailed to Tyler Hannemann (tyler@canoeprocurement.ca) for signature
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-  Document emailed to Stéphanie Dion (stephanie@canoeprocurement.ca) for signature
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-  Document e-signed by Tyler Hannemann (tyler@canoeprocurement.ca)
Signature Date: 2025-08-20 - 2:07:21 PM GMT - Time Source: server
-  Agreement completed.
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