Contract Number: CAN-2025-008-UTL

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:	Universal Group Traffic Ltd.	
Supplier Corporate Jurisdiction:	#340 – 8661 201 St, Langley, BC V2Y 0G9	
	(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 <u>not</u> 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 Marketing and Promotion of Agreement

Schedule D Sample Sales Report

1.5 Order of Priority

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

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

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

ARTICLE 2 PROGRAM ADMINISTRATION AND SUPPORT

2.1 Program Details

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

- (i) a 'Bill To' section to the Member address;
- (ii) a 'Ship To' section that includes the Member name, address, and Canoe Member number;
- (iii) Canoe contract number; and
- (iv) for each type of Goods/Services purchased by the Member:
 - (A) detailed description of what was purchased;
 - (B) quantities, unit price, discount rate(s), and extended price (these prices shall include any Administrative Fee based on Schedule B); and
 - (C) GST, PST, and/or HST number (stated separately).
- (c) Invoices should <u>not</u> include:
 - (i) any statement of an Administrative Fee or commission;
 - (ii) any statement that indicates a reduced amount for paying an invoice within a certain time frame.
- (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;
- 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
- 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: <u>Tyler@canoeprocurement.ca</u>

Any Notice to the Supplier shall be addressed to:

Universal Group Traffic Ltd. #340 - 8661 201 St Langley, BC V2Y 0G9

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 19, 2025 09:12:32 MDT)

Name: Tyler Hannemann Title: General Manager

By: Stéphanie Dion

Name: Stéphanie Dion

Title: Procurement Manager ce

Universal Group Traffic Ltd.

Kobie Brandt

Kobie Brandt (Aug 15, 2025 15:18:35 PDT)

Name: Kobie Brandt

Title: Chief Operating Officer

SCHEDULE "A"

RFP PARTICULARS

PART B - RFP PARTICULARS

A. THE "DELIVERABLES"

SOLUTIONS-BASED SOLICITATION

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

The scope of this RFP is 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 Tfraffic 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	20	13
-Distribution model		
-Market share		
-Group purchasing experience		
Program offering	25	18
-Categories of goods offered		
-Quality standards, certifications		
-Supply chain reliability		
Engagement, marketing and training plan	10	6
Warranty, risk mitigation and service excellence	10	6
Sales and distribution network	10	6
-Sales network		
-Members' ease of access to program offering		
Pricing	25	
-Discounts offered		
-Pricing structure		
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	n 10% of the top proponent to enter into a
master agreement for the services for Canoe mem	bers.

[End of Part B]

SCHEDULE "B"

SUPPLIER RESPONSE TO THE RFP

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):	Universal Traffic (258) Ltd.
2	Proponent Address:	#340 – 8661 201 St Langley, BC V2Y 0G9
3	Proponent website address:	www.theuniversalgroup.ca
	Proponent's Authorized Representative (name, title, email address & phone) (The representative must have authority to sign on behalf of the Proponent):	#340 – 8661 201 St Langley, BC V2Y 0G9
5	Proponent's primary contact for this proposal (name title address email address & phone):	,
	Proponent's other contacts for this proposal if any (name title address email address & phone):	#340 - 8661 201 St Langley BC V2Y 0G9
7	Proponent GST registration number:	888164134 RT0001
8	If the Proponent is representing a consortium, each member of that consortium.	n/a
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.	The Universal Group (UG) is Canada's largest traffic management and supply company passionate about the services we provide. Our Purpose is to Provide Peace of Mind for customers and for our employees. Our Core Values emphasize being Passionate, Authentic and Driven in all that we undertake. The company is led by Michael Menzies, Chief Executive Officer, and Kobie Brandt, Chief Operating Officer, both of which are shareholders along with CAI Capital Partners. Recently, The Universal Group was proudly recognized as one of Canada's Best Managed Companies. Operating across Canada in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, and Quebec, The Universal Group expanded into the USA, starting operations in Washington State in late 2022. Reflecting its growth, the company embraces a philosophy of continuous improvement, demonstrated by significant investments in technology, equipment, and process enhancements Over the past five years, The Universal Group has strategically built its infrastructure and established a strong foothold in the Canadian traffic supply industry. This was achieved through key acquisitions and partnerships nationwide. This initiative has broadened the company's national reach, improved product quality, and positioned it as a comprehensive, single-source provider for clients. The afforementioned acquisitions and partnerships encompass: Universal Traffic (258) Ltd British Columbia (2025) Barricades & Signs - Alberta, Saskatchewan and Manitoba (2024) Baeacn Lite Ltd Ontario (2021) Groupe Signalisation - Quebec (2022) Drawing on over three decades of combined experience in the traffic supply industry, we possess a profound understanding of its requirements and the changing needs of clients, Our enduring presence reflects a dedication to providing dependable and efficient solutions grounded in practical knowledge and industry expertise, encompassing sales, rentals, installation, maintenance, and repaire. Established in Langley nearly three decades ago, Universal Traffic
	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*
	Does the Proponent identify itself as an "entity" as defined under the Fighting Against Forced Labour and Child Labour in Supply Chains Act or "Bill S211"? As per Bill S211 an "Entity" means a corporation or a trust, partnership or other unincorporated organization that (a) is listed on a stock exchange in Canada; (b) has a place of business in Canada, does business in Canada or has assets in Canada and that, based on its consolidated financial statements, meets at least two of the following conditions for at least one of its two most recent financial years: (i) it has at least \$20 million in assets, (ii) it has generated at least \$40 million in revenue, and (iii) it employs an average of at least 250 employees; or (c) is prescribed by regulations. Please note that the response to the information is being collected as data collation for internal use only. The response provided either yes or no has no bearing on the ability for Proponents to respond to this RFP.	€ Yes C No

Bid Number: CAN-2025-008 Vendor Name: The Universal Group

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	ଜ Yes େ No	₢ Yes ○ No	
2		a Yes ○ No	© Yes ○ No	
3	New-Brunswick	a Yes ○ No	€ Yes € No	
4		a Yes ○ No	€ Yes € No	
5		G Yes ○ No	€ Yes ○ No	
6	Northwest Territories	ດ Yes ເ No	© Yes ○ No	
7	Nova-Scotia	a Yes ○ No	€ Yes € No	
8		a Yes ○ No	€ Yes € No	
9	Ontario	a Yes ○ No	© Yes ○ No	
10	Prince Edward Island	a Yes ○ No	₢ Yes ℂ No	
11	Québec	ດ Yes ເ⊃No	€ Yes € No	
12	Saskatchewan	ດ Yes ເ No	€ Yes € No	
13	Yukon	α Yes ○ No	G Yes C No	

Experience

Line		
tem	Question	Reponse *
1	Provide a high level description of the goods you are offering in your proposal.	Operating across Canada with a network of 24 branches, our core business lines include traffic control, traffic management planning, equipment rentals, sign manufacturing, and road safety training. Our national management team possesses a collective 37+ years of technical expertise in distributing traffic supply products to meet all necessary national requirements.
		Recently, the Universal Group has finalized a 49% interest in Nation Universal Traffic Ltd, a full-service Indigenous-owned traffic control company. Nation Universal Traffic Ltd is a federally incorporated company providing the full suite of traffic control services to all client groups across Canada. Our goal is to serve all 634 Nations and the corporate entities that operate in their traditional territories.
		Nation Universal Traffic Ltd. is a majority Indigenous-owned traffic control company committed to developing successful partnerships and growing community strength.
		Our Vision - Community Betterment, Economic Reconciliation, Self-Determination, and environmentally conscious traffic control services.
		Over the past five years, The Universal Group has strategically built its infrastructure and established a strong foothold in the Canadian traffic supply industry. This was achieved through key acquisitions and partnerships nationwide. This initiative has broadened the company's national reach, improved product quality, and positioned it as a comprehensive, single-source provider for clients.
		The aforementioned acquisitions and partnerships encompass:
		Universal Traffic (258) Ltd British Columbia (2025) Barricades & Signs - Alberta, Saskatchewan and Manitoba (2024) Beacon Lite Ltd Ontario (2021) Groupe Signalisation - Quebec (2022) Universal Traffic (258) Ltd - Langley, British Columbia
		Established in Langley nearly three decades ago, Universal Traffic has evolved from a modest, local flagging service into British Columbia's leading traffic management firm, specializing in all traffic control services throughout the province.
		Based on a strong track record of delivering exceptional service, community involvement, First Nations Partnerships, and commitment of its ownership group to reinvest in the business, Universal Traffic has grown to become BC's largest traffic supply company. Our extensive team of resources includes Operations, Traffic Control Planning, Sign Manufacturing and Product Sales, Traffic Equipment Rentals, Health and Safety, Recruitment, Training and Accounting.
		Drawing on over three decades of combined experience in the traffic supply industry, we possess a profound understanding of its requirements and the changing needs of clients. Our enduring presence reflects a dedication to providing dependable and efficient solutions grounded in practical knowledge and industry expertise, encompassing sales, rentals, installation, maintenance, and repairs.
		Barricades & Signs Ltd. (BSL) - Edmonton, Alberta BSL is a 3M Certified Sign Manufacturer, traffic safety supply, traffic rental and service company operating in Calgary since 2011. The primary focus was on Alberta Transportation in the early stages but in 2019 the BSL focus changed to other municipal opportunities providing 90% of our traffic rental and service revenue. BSL is one of the leading traffic service providers across the prairie provinces. BSL manufactures signs and barricades at our production facility in Edmonton. BSL Calgary has a plotter and signs blanks to which we can make signs immediately. BSL holds stock of new inventory such as traffic cones, traffic barrels, traffic delineation, vertical panels and trailered solar equipment. Our rental stock is seemingly unlimited. BSL has partnerships with Work Area Protection and Ver-mac for our trailered equipment.
		Beacon Lite Ltd - Belgreen Dr, Ontario With 61 years of business experience, Beaconlite Ltd. provides a range of emergency services, rentals, and custom signage solutions. Their offerings include delineators, road safety signs, crowd control barriers, and electronic signage, catering to a variety of needs on asphalt surfaces. The company specializes in fabricating municipal government signs and custom signs to incorporate clients' branding, using materials like aluminum, wood, and plastic. Delivery and installation services are also available for their products.
		Groupe Signalisation Groupe Signalisation is a leading Quebec-based company specializing in traffic control services since 1989. With a full range of solutions including traffic management, equipment rental, and signage planning, the company operates across the province of Quebec. (groupesignalisation.ca) Its specialized subsidiaries enhance this expertise:
		Sécuriblocs: Focused on the installation and rental of concrete barriers (New Jersey type) and impact attenuators, ensuring optimal safety on roadwork sites. (securiblocs.ca)
		Goliax: A supplier of road signage products, offering a comprehensive range of signs, visual markers, and safety equipment, with fast and eco-friendly production methods. (gollax.ca)
		Axe Conseil: An engineering firm specializing in traffic management, delivering signed and sealed temporary signage plans and certification of impact attenuators for construction sites. (axeconseil.ca)
		Together, these entities form a strong and complementary group, ready to meet diverse needs in traffic signage and road safety across Quebec.
		Offerings
		*Further details for each offerings below are provided in the "Program Offerings" table within this response.
		Traffic Control

Bid Number: CAN-2025-008 Vendor Name: The Universal Group

Sign and Products Traffic Equipment Sales Traffic Accessories Roadside Safety Traffic Equipment Rentals Traffic Management Plans Industry Leading Safety Program Industry Leading onboarding, mentorship and training programs Additional Description of Services and Solutions: In addition to our full suite of traffic control services, our new Roadside Safety (RSS) division, offers a comprehensive suite of traffic control solutions to support the needs of Participating Public Agencies across Canada. We proudly service a wide range of sectors including municipalities, healthcare institutions, and construction agencies, offering core and value-added services that meet or exceed national safety standards. Core Services and Products by Category Category 1 - Intelligent Warning Systems (Solar & Wireless): We provide solar-powered radar speed signs, warning beacons, and wireless traffic alert systems through our vendor network, including support for custom Category 2 - Crowd Control and Work Zone Products: Our core offerings include barricades, cones, signage, crash attenuators, and truck-mounted attenuators (TMAs), all compliant with MASH or NCHRP-350 standards. Through RSS, we also offer technical support, training, and regulatory guidance. Category 3 - Traffic, Pavement Marking and Striping Products: We supply pavement markers, stencils, paint, thermoplastic materials, and road repair products across Canada. Category 4 - Delineators and Markers Our portfolio includes delineator posts, flexible markers, utility flags, and hydrant markers, suitable for municipalities and utility providers. Category 5 - Signing and Digital Sign Marking: We offer full in-house sign production, including custom MUTCD signage, reflective sheeting, and digital printing capabilities. Category 6 - Posts, Poles and Bases: A full inventory of U-channel, round, square, and breakaway signpost systems are available, with bases and mounting hardware. Category 7 - Streetscape Decorative Products: While limited, we can source select decorative bases and posts as needed and have capabilities to custom-order for large-scale streetscape projects. Category 8 - Service and Preventative Maintenance: We offer technical support and training for the installation and maintenance of crash cushions and attenuator devices. Preventative programs can be tailored Category 9 - Electronic Board Message Centers: We supply electronic message boards, portable traffic signals, and automated flagging devices, with options for short and long-term rentals or purchase. Category 10 - Related Services and Solutions We offer site assessments, permit assistance, delivery and installation, regional specification support, and product training. Our dedicated team also assists with tender preparation and regulatory alignment. Service Product Availability Available Under Contract: All listed services in Categories 1 through 10 are available under the contract. Some specialty products (e.g., Category 7 – Streetscape Decorative Products) may be fulfilled on a custom-order basis, dependent on volume and lead time. REFERENCES: Britney McCarthy City of Ottawa General Manager, Operations (613) 697-3627 Èmail: Britney.McCarthy@ottawa.ca Jeremy Croteau The City of Calgary Senior Leader, Traffic Field Operations Cell: 403-650-0914 Email: jeremy.croteau@calgary.ca Lafarge Anthony Henday Operations, City of Edmonton Mark Dubbelboer, Operations Manager 780-777-5869 Email: mark.dubbelboer@lafarge.com Anthony Henday Operations, City of Edmonton Linsay Wnuk 587-335-3968 Email: lindsay.wnuk@lafarge.com What is your Canadian public sector market share for the solutions you are proposing? With a 35% market share, the Universal Group is a leading national supplier of traffic control solutions, evidenced by our sales data and the strategic geographical presence of our four branches. What do you consider to be the top three market . Indigenous Partnership & Ownership differentiators of your products/services relative to this solicitation? Differentiator: 51% Indigenous Ownership (in select entities like our traffic control arm) and a strong, authentic commitment to Indigenous engagement. 2. Fully Integrated Safety & Traffic Services Platform Differentiator: Universal offers a vertically integrated solution across traffic control, safety equipment, road maintenance, digital messaging, and workforce services-all under one roof. 3. National Reach with Localized Service Differentiator: Universal combines Western Canada scale and buying power with local yard support, boots-on-the-ground teams, and regional responsiveness Below is an overview of Universal Group's experience collaborating with government entities (including Purchasing Organizations and Cooperatives) to implement equipment supply programs for the Broader Public Sector. Details provided include project numbers, relevance, and applicability. 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. Although Universal Traffic hasn't directly partnered with a Group Purchasing Organization (GPO) before, we possess over three decades of successful collaborations with 65 distinct municipalities and government entities on their direct GPS, Our extensive experience working with public sector clients is detailed below. City of Vancouver - Various departments including Parks, Sewers, Streets, Traffic & Electrical, and Special Projects

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City of Kelowna
City of Kamloops
City of New Westminster
City of Surrey
Township of Langley
City of Mission
City of White Rock

- City of Prince George
- City of North Vancouver
- City of Langley
- City of Abbotsford
- City of Chilliwack
- City of Deļta
  Provincial Government Agencies:
Ministry of Fisheries
Ministry of Transportation
Ministry of Forests
 Our established relationships with these agencies demonstrate a thorough understanding of public sector needs, procurement, and infrastructure. This extensive experience assures our ability to provide valuable solutions in comparable situations.
 Barricades & Signs
 Please see collaboration projects by province:
  Alberta
 The City of Calgary
21-0070 Vehicle Mounted LED Message Board
Five year award. Renewed on a yearly basis not to exceed five years.
Litesys Inc. 1020A Vehicle Mount Message Sign
  Original Contract $40,000
 The City of Calgary
24-1600 Design, Supply, Deployment, and Operation of Temporary Traffic Control Plans
Two year award. May be renewed a total of four times for a period of one year. Total term not to exceed six years.
BSL won the Mobility portion of this tender. Estimated 450 individual jobs.
Original Contract is Variable but estimated amount is $400,000.
 The City of Calgary
24-1564 Supply and Delivery of Road Traffic Safety Products
Five year award, Renewed on a yearly basis not to exceed five years.
BSL won the traffic cones and vertical panels portion of tender,
Original Contract is Variable but estimated amount is $40,000 per year.
 Saskatchewan
 City of Saskatoon
Crash Attenuation Repair Contract# 4600001956
3 Year Service Contract
 Contract Value $150,000.00
Saskatchewan Ministry of Highways
Culvert Marker Supply - Contract# 252519
3 Year Award, optional extension of 2 +1 years
Contract Value $121,000.00
City of Regina
Pedestrian Illuminated Downlighting Sign Supply Contract# COR7046
 1 Year Supply Contract
Contract Value $94,000.00
  SaskPower
 Traffic Control Services Contract#1015103
1 Year award in 2024, 1 Year award in 2025
2024 Contract Value $200,000.00
2025 Contract Value $100,000.00
 Manitoba
 Manitoba Transportation and Infrastructure
Traffic Sign and Traffic Product Supply Contract
4 Year duration at ~$1,000,000 annually
VEMA - Manitoba Transportation and Infrastructure
Semi-Rigid Steel and Semi-Rigid Wood Guardrail Contracts
Each of the 2 contracts over 5 years.
  Annual estimated revenue $500,000
 Manitoba Hydro
Traffic Control Services & Traffic Control Product Rentals
 5 year contract
Annual estimated revenue $250,000
 Manitoba Public Insurance
 Radar Speed Sign Contract
2 Year duration
 Annual estimated revenue $400,000
 City of Winnipeg
Sign Sheeting Contract - 3M Products
5 year duration
Annual estimated revenue $110,000
 Beacon Lite Ltd
 Beacon Lite possesses extensive experience in the government sector, holding contracts at the federal, provincial, and municipal levels. Our long-standing relationship with the City of Ottawa includes years of providing traffic control services. We also maintain service agreements with various federal departments and agencies, including current agreements with Parks Canada and regular service provision for Public Works and the National Capital Commission. Our freeway work is primarily derived from provincial tenders and contracts.
 While having never worked directly for a GPO, Groupe Signalisation has over 20 years of extensive collaboration with numerous municipalities and the MTQ (Gouvernment), as detailed below:
MTQ Laval
MTQ Quebec
Ville De Terrebonne
Ville De Drummondville
MTQ Rouse - Ville De St Georges De Beauce
MTQ Repentigny
MTQ Sherbrooke

MTQ Rouse - Ville De St Georges De Beauce
Ville De Magog

- Ville De Magog

- Ville De Hudson
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MRC DE ROUVILLE
VILLE DE SAINT-CÉSAIRE
MTQ DI CHAUDIÈRE-APPALACHES
MTQ SHERBROOKE (DT ESTRIE)
VILLE DE GATINEAU
ENTEPRISE MICHAUDVILLE
ENGLOBE CORP (BOUCHERVILLE)
VILLE DE GRANBY
VILLE DE GRANBY
VILLE DE LONGUEUIL

- WITCH MANIWAKI
- MTQ MANIWAKI
- WITCH HOSSENIVERES
- WITCH HOSSENIVERES
- VILLE DE TROIS-RIVIERES
- VILLE DE GUÉBEC
- VILLE DE UNDSOR
- VILLE DE L'ASSOMPTION
- VILLE DE L'ASSOMPTION Below is an overview of Universal Group's experience collaborating with government entities (including Purchasing Organizations and Cooperatives) to implement equipment supply programs for the Broader Public Sector. Details provided include project numbers, relevance, and applicability. Describe your experience with group purchasing, including a list of current cooperative purchasing contracts in North America. Universal Traffic (258) Ltd. Although Universal Traffic hasn't directly partnered with a Group Purchasing Organization (GPO) before, we possess over three decades of successful collaborations with 65 distinct municipalities and government entities on their direct GPS. Our extensive experience working with public sector clients is detailed below. City of Vancouver - Various departments including Parks, Sewers, Streets, Traffic & Electrical, and Special Projects City of Kelowna
City of Kamloops
City of New Westminster
City of Surrey
Township of Langley
City of Mission
City of White Rock

- City of Prince George
- City of North Vancouver
- City of North Vancouver
- City of Langley
- City of Abbotsford
- City of City of Chiliwack
- City of Delta Provincial Government Agencies: Ministry of Fisheries Ministry of Transportation Ministry of Forests Our established relationships with these agencies demonstrate a thorough understanding of public sector needs, procurement, and infrastructure. This extensive experience assures our ability to provide valuable solutions in comparable situations. Please see collaboration projects by province: Alberta
The City of Calgary
21-0070 Vehicle Mounted LED Message Board
Five year award. Renewed on a yearly basis not to exceed five years.
Litesys Inc. 1020A Vehicle Mount Message Sign
Original Contract \$40,000 The City of Calgary
24-1600 Design, Supply, Deployment, and Operation of Temporary Traffic Control Plans
Two year award. May be renewed a total of four times for a period of one year. Total term not to exceed six years.
BSL won the Mobility portion of this tender. Estimated 450 individual jobs.
Original Contract is Variable but estimated amount is \$400,000. The City of Calgary
24-1564 Supply and Delivery of Road Traffic Safety Products
Five year award. Renewed on a yearly basis not to exceed five years.
BSL won the traffic cones and vertical panels portion of tender,
Original Contract is Variable but estimated amount is \$40,000 per year. Saskatchewan City of Saskatoon Crash Attenuation Repair Contract# 4600001956 3 Yaar Service Contract Contract Value \$150,000,00 Saskatchewan Ministry of Highways Culvert Marker Supply - Contract# 252519 3 Year Award, optional extension of 2 +1 years Contract Value \$121,000.00 City of Regina Pedestrian Illuminated Downlighting Sign Supply Contract# COR7046 1 Year Supply Contract Contract Value \$94,000.00 SaskPower Traffic Control Services Contract#1015103 1 Year award in 2024, 1 Year award in 2025 2024 Contract Value \$200,000.00 2025 Contract Value \$100,000.00 Manitoba Manitoba Transportation and Infrastructure
Traffic Sign and Traffic Product Supply Contract
4 Year duration at ~\$1,000,000 annually VEMA - Manitoba Transportation and Infrastructure Semi-Rigid Steel and Semi-Rigid Wood Guardrall Contracts Each of the 2 contracts over 5 years. Annual estimated revenue \$500,000 Manitoba Hydro Traffic Control Services & Traffic Control Product Rentals 5 year contract Annual estimated revenue \$250,000 Manitoba Public Insurance Radar Speed Sign Contract 2 Year duration Annual estimated revenue \$400,000 City of Winnipeg Sign Sheeting Contract - 3M Products 5 year duration

Annual estimated revenue \$110,000

Beacon Lite Ltd

Beacon Lite possesses extensive experience in the government sector, holding contracts at the federal, provincial, and municipal levels. Our long-standing relationship with the City of Ottawa includes years of providing traffic control services. We also maintain service agreements with various federal departments and agencies, including current agreements with Paris Canada and regular service provision for Public Works and the National Capital Commission. Our freeway work is primarily derived from provincial tenders and contracts.

Groupe Signalisation

While having never worked directly for a GPO, Groupe Signalisation has over 20 years of extensive collaboration with numerous municipalities and the MTQ (Gouvernement), as detailed below:

MTQ Laval - MTQ Boucherville - Ville de Longeuil
MTQ Quebec - MTQ Montreal - Ville de Saguenay
Ville De Terrebonne
Ville De Strebrooke - Ville De St Georges De Beauce
MTQ Repentigny
MTQ Sherbrooke - Ville De Magog - Ville De Salaberry
Ville De Hudson

MRC DE ROUVILLE
VILLE DE SAINT-CÉSAIRE
VILLE DE SAINT-CÉSAIRE
MTQ DI - CHAUDIÈRE-APPALACHES
MTQ SHERBROOKE (DT ESTRIE)
VILLE DE GATINEAU
ENTREPRISE MICHAUDVILLE
ENGLOBE CORP (BOUCHERVILLE)
VILLE DE GRANBY
VILLE DE GRANBY
VILLE DE L'ASSOMPTION

Program offering

Describe your auto fleet parts offering.

Question	Reponse *
Provide a description of your Traffic Supplies and	TRAFFIC CONTROL OFFERING
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.	- Traffic Control Person (TCP): All our TCPs are required to complete a flagging course certification meeting the specific training requirements of the province they work in Lane Control Technician (LCT): TCP experience, Driver Risk Assessment and in field evaluation completed per provincial requirements - Traffic Control Supervisor (TCS): LCT requirements plus completion of Safety Excellence dadership Course Lane Control Vehicle (LVS): Used by the Lane Control Technician (LCT), all necessary equipment for most work zone "setups" - Highway Truck: Highway Lane Closure setups where additional quantities and different type of set up equipment are required vs an LVS - Crash Attenuation Truck: Highway safety vehicles equipped with impact attenuating crash cushion reducing risks of injuries/stabilities in construction zones
	SIGN AND PRODUCT OFFERING
	- State of the Art Sign Manufacturing Facilities in BC, Alberta, Manitoba, and Ontario - Highest Quality Materials from Leading Edge Suppliers - Installation and Deployment Services: Signs, Posts and Equipment - Temporary Products for traffic accommodation; Delineations, Cones, Barricades, etc Permanent Products for traffic accommodation; Road Reflectivity, Barries etc Guardrall, Steel Barrier, and Crash Attenuation (Permanent and Temporary)
	TRAFFIC ACCESSORIES
	As an industry leader in traffic equipment sales and rentals, UG provides reliable solutions for all your traffic needs. With certified sign manufacturing technology and strong supplier partnerships, we offer access to the latest traffic equipment, with flexible delivery and installation options to ensure seamless services for projects of any size, including custom manufactured traffic and road signs.
	ROADSIDE SAFETY
	Our Roadside Safety Division (RSS) delivers expert consultation, installation and maintenance of crash systems for temporary and permanent use, ensuring safety, compliance and project success
	The RSS offers a full range of products, including: - Crash Cushions - Energy-absorbing solutions for temporary and permanent protection - Guardrail - Standard roadside shielding for effective traffic control and safety - High-Tension Cable Barriers (HTCB) - Flexible systems for median and roadside protection - End Treatments - Durable guardrail terminations for permanent application - TMA/TTMA - Truck-mounted and trailer truck-mounted attenuators for work zones - Steel Barrier - Temporary, portable, modular system that redirects vehicles on impact
	As a trusted partner to government agencies, contractors, and infrastructure developers, the RSS is committed to public safety, regulatory compliance, and long-term performance.
	TRAFFIC EQUIPMENT RENTALS
	- Largest equipment of traffic control equipment available to rent in Canada - Fleet of Solar Powered, Wi-Fi Enabled, Message Boards, Traffic Lights, Speed Readers, Flashing Arrow Boards, and AFAD's - Static Inventory: Signs, Posts, Barricades and Delineators - Access to the Latest Technology & trends through Industry Leading Supplier Partnerships - Competitive Pricing to suit project requirements/ - Dailly/Weekly/Monthly rates available)
	TRAFFIC MANAGEMENT PLANS
	- Over 25 In-House Traffic Plan Strategy Designers across Canada - Over +9000 traffic management plans created annually - Risk Assessments & Impact Analysis - In Depth Knowledge of Municipal and Provincial Manuals, Regulations & Preferences - Customized, Scalable & Adaptable Plans to Fit Your Project & Budget - Tender Quotations / Project Planning - Focused on Safe, Efficient and Detailed work set up - Permit Submissions & Coordination - Engineered Services: Signed & Sealed Drawings & Documents, Turn Radius Analysis, Signal Timing Plans, and more

Provide details on any home brand type offering which you want to include as part of this program. Our cutting-edge traffic sign manufacturing facilities across BC, Alberta, Manitoba, and Ontario enable us to create custom signs. We offer creative concepts and designs tailored to any brand, guidelines, themes and events. Additionally we can can adapt signage for multiple languages. For client approval, we provide mockups and digital visualizations, which can also be delivered as print-ready files.. Over the past 30 years Universal Traffic has held several Ministry of Transportation tenders for signage. This holds true now for ministry compliance for signage with Alberta, Manitoba, Saskatchewan, Ontario and Quebec. This means we comply with all regulations and parameters laid out within the Design Build Standard Manuals approved by respective Provinces, Parks Canada is another registered client of Universal Traffic. As a national organization, the sign requirements are area specific and Universal has been able to supply and install all necessary signage in many regions for almost 3 decades. In addition our install teams will be prioritized and ready to begin installation when required. All our products are printed with Printing with Avery Dennison® TrafficJetTM Print System in True Traffic ColorTM Configuration. Printing in the True Traffic Color configuration ("Process Color Printing") will also produce durable graphic images for traffic, wayfinding and other outdoor signs as well as vehicle conspicuity. Process Color Printing for outdoor signs requires the application of Avery Dennison OL-1000 or OL-2000 clear overlay film. Process Color Printing for vehicle conspicuity requires proper application of clear overlay film Avery Dennison DOL1060Z. If the Product deteriorates due to natural causes to the extent that the sign is ineffective for its intended purpose as a traffic or informational sign, when viewed under normal conditions from the intended viewing distance, for the first 7 years, Avery Dennison will restore the installation surface to its original effectiveness at no cost for materials or labor. For year 8 and later, Avery Dennison will provide a replacement amount of sheeting, ink and overlay (if required) at no cost to enable the installed surface to be restored to its original effectiveness. List anything else you would like to include as part Value Added Services of your offering. ONE STOP SHOP - Canada's Largest Traffic Control Services Company
30+ Branch Locations and over 2,100 Employees including 1500+ certified traffic control personnel
Over 1,500 pieces of Traillered Equipment for Rent Across Canada
Fleet of 950+ Traffic Control Vehicles Nationwide
24/7 Dispatch for traffic control and rentals Utilizing Leading Edge Technology 24/7 Dispatch for traffic control and rentals unlizing Leauning due reuninousy
certified Sign Manufacturing Technology
Industry Leading Commitment to Safety
In-House Occupational Health & Safety Advisors
Access to Health & Safety Training Courses
Supplier Partnerships Providing Access to the Latest Traffic and Roadside Safety Equipment
Traffic Control Plans and Engineered Services by In-House Designers
Roadside Safety Team to minimize collision impact with TMAs, crash cushions, and barriers. Describe how you will handle special ordered and non stock items. Explain the pricing structure and shipping details. The Universal Group directly manages all operations, from product sourcing to shipping, for our program. We do not use subcontractors, agents, or dealers for fulfillment or service delivery. This approach ensures consistent quality, compliance across all orders, and direct accountability to Canoe GPO and its Members.. Universal Group primarily handles direct fulfillment, minimizing reliance on subcontractors. However, to manage high-volume, specialty, or non-stock national orders, we form strategic partnerships with logistics providers and large institutional vendors. For specialized delivery needs, such as remote access or municipal requirements, we engage pre-vetted third-party carriers, always maintaining complete oversight. Our approach follows a turnkey project delivery structure designed to align precisely with Canoe GPO's scope Needs Assessment: We begin with a full review of the requested product categories (e.g., work zone equipment, signage, delineators, etc.), ensuring alignment with CSA/ASTM standards Project Planning: Dedicated account managers coordinate with Members to confirm specifications, delivery expectations, and any compliance needs.

Execution and Monitoring: Orders are fulfilled through our order intake system, and we maintain ongoing communication to address scheduling, logistics, and support. Post-Delivery Support: We provide documentation as required along with customer service for any warranty or replacement issues. Optimized Cost Control and Efficient Scheduling We utilize integrated systems to ensure cost control and efficient scheduling. Schedule Tracking: Real-time dashboards monitor delivery timelines, with alerts for any delays or backorders.

Budget Control: Pricing is fixed or provided as "not-to-exceed" estimates. We collaborate closely with Members to provide transparent quotes and minimize change orders.

Comprehensive Management for Complex, Multi-Location Orders Centralized Ordering: All orders are processed through our ERP system, tagged by region, size, and delivery deadlines.

Bulk Fulfillment Capabilities: Our warehouses manage thousands of SKUs, including customizable products and high-volume safety equipment.

Dedicated Project Management & Risk Mitigation: We incorporate lead time buffers and backorder alerts, and can pre-stage inventory for large deployments.

Sales and distribution network

Line Item	Question	Response *
1	Describe your company's capability to meet the CANOE Member needs across Canada or for each geographical area the Proponent wishes to do business in. Your response should address at least	Operating across Canada with a network of 24 branches, our core business lines include traffic control, traffic management planning, equipment rentals, sign manufacturing, and road safety training. Our national management team possesses a collective 37+ years of technical expertise in distributing traffic supply products to meet all necessary national requirements.
	the following areas. a. Sales force. b. Dealer Network or distribution methods.	Recently, the Universal Group has finalized a 49% interest in Nation Universal Traffic Ltd, a full-service Indigenous-owned traffic control company. Nation Universal Traffic Ltd is a federally incorporated company providing the full suite of traffic control services to all client groups across Canada. Our goal is to serve all 634 Nations and the corporate entities that operate in their traditional territories.
		Nation Universal Traffic Ltd, is a majority Indigenous-owned traffic control company committed to developing successful partnerships and growing community strength.
	Please include details, such as the locations of your network of sales and any overlap between the sales and service functions.	Universal Traffic (258) Ltd - Langley, British Columbia - 13 Branches (Langley, Chilliwack, Kamloops, Vernon, Cariboo, West Kelowna, Kootenays, Victoria, St. John, Prince George, Terrace, Nanaimo & Campbell River) - 990+ BC Wide personnel
		Barricades & Signs Ltd. (BSL) - Edmonton, Alberta - 4 Branches (Edmonton, Calgary, Regina, Winnipeg) - 71 personnel
		Beacon Lite Ltd - Belgreen Dr, Ontario - 3 branches (Ottawa, Kingston, Sudbury) - 150 personnel
		With 61 years of business experience, Beaconlite Ltd. provides a range of emergency services, rentals, and custom signage solutions. Their offerings include delineators, road safety signs, crowd control barriers, and electronic signage, catering to a variety of needs on asphalt surfaces. The company specializes in fabricating municipal government signs and custom signs to incorporate clients' branding, using materials like aluminum, wood, and plastic. Delivery and installation services are also available for their products.
		Groupe Signalisation - 4 branches and 10 physical locations (Goliax (Sign shop), Axe Conseil (Traffic plan), Sécuriblocs (Concreate barrier), and Groupe Signalisation for TCP and LCT - 550 Personnel
		Kobie Brandt - Chief Operating Officer Kobie Brandt is customer-focused, strategic executive with over 25 years of managing service related companies serving the public and private sectors. As one of the founders of the Universal Group in 2011, he and his fellow partners have built the company into Canada's largest provider of traffic control products and services. With over 2500 employees, Kobie oversees Universal's business development and operational initiatives across the company. He is a proactive leader, ensuring the company delivers on its purpose each and every day of being passionate, authentic and driven. Kobie holds a Business Administration degree with a major in Finance.
		Dustin Kliss - Vice President Business Development Dustin Kliss - Vice President Business Development Dustin Kliss is a strategic sales and marketing professional with a strong background in managing integrated sales strategies, campaigns, sponsorships, and high- impact events across industries. Currently leading projects for brands like Universal Group, Barricades and Signs and Airmaster, he specializes in executing end- to-end business initiatives. Dustin holds a degree in Business Administration with a major in Finance amongst other various leadership courses where he developed a solid foundation in his overall business acumen. His hands-on approach, creative problem-solving, and ability to manage cross-functional teams ensure measurable results and long-term value for every initiative.
		Craig Moriyama - Marketing Director Craig Moriyama is an experienced marketing professional based in Edmonton, Alberta, Canada, He currently serves as the Marketing Director at The Universal

Group. He holds a Bachelor of Management degree from Concordia University of Edmonton and a Marketing Diploma from NAIT (Northem Alberta Institute of Technology). With over a decade of experience, Craig brings deep industry knowledge and a strategic approach to brand development and market positioning.

Cesare Verrelli - Director - IT & Strategic Initiatives

Cesare verreill - Director - 11 & Strategic Initiatives
Cesare joined the Universal Group in April 2012 and has advanced through several management positions. His career progression includes roles as HR
Manager, General Manager of Operations, and Director of Traffic Operations. In February 2022, he assumed his current position as Director of Strategic
Initiatives and IT. Cesare's education includes studies at BCIT from 1999 to 2006, where he focused on Windows NT Workstation, Data Communications
Concepts, HR Management, Recruitment and Selection, Training Techniques, and Joint Health and Safety Committee Responsibilities. He also completed a
Certificate in Microsoft Certified Systems Engineer at Capilano College in 1999.

Leonard Cox - Vice President, Finance
Leonard Cox, CPA, CA, BSc, is the Vice President of Finance at Universal Group, bringing over two decades of executive financial leadership to the
organization, Based in Surrey, British Columbia, Leonard has established a reputation for consistently delivering top financial and business results across diverse
industries.

Leonard is a Chartered Professional Accountant (CPA, CA), certified by CPA Canada since 1998 and he holds a Bachelor of Science from the University of the Witwatersrand together with a Bachelor of Commerce (Honours) from the University of South Africa. Leonard's strategic approach to financial management and his expertise in business transformation, mergers and acquisitions, and operational efficiency have made him a trusted advisor and leader within the Universal Group. His leadership continues to drive the company's financial growth and operational excellence, supporting Universal Group's mission and long-term objectives.

Other Key Personnel by Brand and Region:

Universal Traffic (258) Ltd. / Barricades & Signs

Chuck Ackroyd - Corporate Account Manager chuck@barricadesandsigns.com (780) 983-8304

Alex Durham - Director, Supply Chain alex@barricadesandsigns.com (888) 488-0027 (ext 112)

Brent Jacobi - Regional Business Development Manager - Western Region bjacobi@theuniversalgroup.ca (778) 229-0199

Simon Lemay - Vice-President, Traffic Services, Eastern Region Cell: 613.262.5034 simon@beaconlite.ca

David Piazza - Business Development Manager (613) 722-7413 david@beaconlite.ca

Robert Murphy (613) 552-1146 obert@beaconlite.ca

Group Signalisation

Matthieu Collin General Manager 819-678-3828 m.collin@groupesignalisation.ca

Matthieu Collin has been active in the traffic signage industry for over 22 years. He began his career in 2003 with Signabec, a company specializing in the manufacturing and distribution of road signage products. In 2006, he joined Groupe Signalisation, where he took on the role of General Manager in 2010. Under his leadership, the company experienced steady growth, leading to its acquisition by Universal Group in 2022. Matthieu continues to oversee operations across Quebec, managing a network of 10 offices throughout the province.

Charles-Olivier Beaudoin, ing Business Development Director 819-560-2498 co.beaudoin@groupesignalisation.ca

Sébastien Lachance Sales and Production Manager 819-571-7743 s.lachance@goliax.ca Structure of Contract Support

The Universal Group delivers high-quality traffic safety and product solutions across Canada through its divisions: Universal Traffic (258) Ltd., Barricades and Signs, Beacon Lite, and Groupe Signalisation. These entities operate with a centralized yet agile support structure that ensures seamless project execution, customer service, logistics, and after-sales support. This centralized and agile system guarantees consistent quality and support nationwide.

Corporate Hierarchy Overview:

Executive Leadership - Provides strategic oversight and ensures alignment with corporate values and client objectives.

Operations & Logistics - Manages warehousing, fleet, and delivery coordination to ensure on-time and efficient fulfillment of orders nationwide.

Customer Support & Sales - Dedicated teams responsible for order management, inquiries, technical product support, and customer satisfaction.

IT & Digital Services - Oversees website operations, including the online ordering system and customer portals

Marketing & Communications - Manages brand representation, digital communications, and online engagement tools

Each department works collaboratively to support contract performance, customer experience, and responsive service delivery under the Canoe GPO agreement.

Sales & Dealer Network Training

Our national sales team and partner network will undergo Canoe GPO-specific training, including access to a dedicated resource hub with FAQs, collateral, pricing strategy, and registration tools. Currently, our salespeople use a CRM-integrated process to track public agency opportunities. If awarded, the Canoe GPO agreement will be prioritized as a key procurement option, supported by incentive structures to promote adoption.

Onboarding New Members and Transitioning Existing Ones

We use a streamlined process that includes:

- Introductory consultations
 Registration support for Kinetic GPO
 Ongoing account management for compliance and satisfaction

Our bilingual customer service and logistics teams ensure that all transitions are seamless, well-communicated, and low-impact for new Members

If applicable, describe how your distribution partners will be leveraging the contract? If not applicable please write N/A

Bid Number: CAN-2025-008 Vendor Name: The Universal Group Describe your how you manage government sales. Include details on the sales and training structure and The Universal Group approaches sales to government agencies and public sector clients with a consistent strategy, focusing on: Relationship Building: Cultivating rapport and maintaining strong customer connections. Objection Handling: Skillfully addressing rejections and concerns. Market Analysis: Evaluating competition and staying abreast of industry trends. Strategic Questioning: Developing and asking targeted questions to understand needs. how you specifically address sales and marketing with public sector clients Digital Presence: Enhancing social media engagement.
Active Listening: Improving listening skills to better serve clients.
Lead Management: Identifying and prioritizing promising sales leads. Our dedicated Business Development teams ensure that both government and public entities experience a seamless, one-stop shopping journey from initial contact to project completion. The Universal Group boasts a dedicated national Tender writing team, highly experienced in crafting responses to Requests for Proposals (RFPs) across the country. We not only address pricing inquiries from both private and public sector clients but also proactively seek opportunities to submit bids on various project platforms, including Bonfire, Bids & Tenders, Construct Connect, and BC Bid just to name a few. Universal Group aims to succeed in government sales by developing compelling proposals that highlight our superior services while remaining compliant with government regulations. These detailed proposals are submitted in response to government requests for services like software development and construction. Winning typically involves demonstrating a clear understanding of the buyer's needs, presenting the optimal approach, and offering a reasonable price. For our public sector clients, we develop proposals annually that are easily adaptable and editable to their specific needs. These proposals are designed to offer competitive pricing while thoroughly addressing the client's service requirements. The Universal Group and its affiliates typically handle fulfillment directly, without subcontractors. However, for large national orders, we strategically partner with logistics providers and major institutional vendors to ensure fulfillment. 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. Our approach follows a turnkey project delivery structure designed to align precisely with Canoe's GPO's scope: Needs Assessment: We begin with a full review of the requested product categories (e.g., work zone equipment, signage, delineators, etc.), ensuring alignment with CSA/ASTM standards. Project Planning: Dedicated account managers coordinate with Members to confirm specifications, delivery expectations, and any compliance needs. Execution & Monitoring: Orders are fulfilled through our order intake system, and we maintain ongoing communication to address scheduling, logistics, and upport. Post-Delivery Support: We provide documentation as required along with customer service for any warranty or replacement issues. We use integrated systems to ensure cost control and efficient scheduling: Schedule Tracking: Delivery timelines are tracked using real-time dashboards, with alerts for any delays or backorders.

Budget Control: Pricing is fixed or provided as "not-to-exceed" estimates. We work closely with Members to ensure transparent quotes and minimize change orders. - Efficiency Reporting: We review regular reports that track key metrics such as delivery timelines, order accuracy, and budget adherence. These reports help identify areas for improvement and ensure full transparency throughout the project. Jniversal Group s is structured to offer nationwide coverage throughout Canada by leveraging Warehouse Fulfillment: We utilize multiple North American distribution centers with Canadian customs integration for smooth cross-border logistics, Shipping Partners: Our contracted shipping partners have regional hubs in every province, enabling timely delivery.

Localized Delivery Options: We have in-house trucking, so delivery is available to meet specific needs.

Customer Service Support: We provide online ordering, emergency phone line, and email communication for Canadian Members. We are equipped to manage complex, multi-location orders through: - Centralized Ordering: All orders flow through our ERP system, where they are tagged by region, size, and delivery deadlines.

- Bulk Fulfillment Capabilities: Our warehouses manage thousands of SKUs, including customizable products and high-volume safety equipment

- Dedicated Project Management: Each large project is assigned a dedicated project manager per area who oversees the order from start to finish. This includes coordinating timelines, managing communications between stakeholders, ensuring product availability, and providing regular progress updates to keep the project on track.

- Risk Mitigation: We build in lead time buffers and backorder alerts, and can pre-stage inventory where large deployments are expected. The Universal Group delivers high-quality traffic safety and product solutions across Canada through its divisions Universal Traffic (258) Ltd., Barricades and Signs, Beacon Lite, and Groupe Signalisation. These entities operate with a centralized yet agile support structure that ensures seamless project execution, customer service, logistics, and after-sales support. This centralized and agile system guarantees consistent quality and support nationwide. Executive Leadership - Provides strategic oversight and ensures alignment with corporate values and client objectives. Operations & Logistics - Manages warehousing, fleet, and delivery coordination to ensure on-time and efficient fulfillment of orders nationwide. Customer Support & Sales - Dedicated teams responsible for order management, inquiries, technical product support, and customer satisfaction. IT & Digital Services - Oversees website operations, including the online ordering system and customer portals. Marketing & Communications - Manages brand representation, digital communications, and online engagement tools Each department works collaboratively to support contract performance, customer experience, and responsive service delivery under the Canoe GPO agreement

Supply chain reliability and details

Line Item	Question	Response *		
1	Describe your capacities and inventory management strategies.	The Universal Group has developed and utilizes a holistic, multi-layer strategy to mitigate supply chain risk and minimize supply disruptions, even during emergencies. Some key layers of this strategy include:		
		Multi-Sourcing Strategy: The Universal Group has prequalified and vetted multiple suppliers for critical goods and services. This reduces dependency on a single source and creates flexibility in the event of regional disruptions or supplier shortages.		
		Inventory Buffering: We maintain minimum stock levels for both manufactured and distributed products, making it improbable for emergencies to exhaust our available inventory. Our rental inventory also holds substantial quantities of all products, readily accessible during emergencies.		
		For critical items, we strategically keep higher safety stock throughout our distribution network to mitigate demand surges or unexpected delays.		
		Strong supplier relations: We have developed long-term partnerships with key suppliers that include contractual commitments for priority access to critical materials in the event of emergencies.		
		Technology-driven visibility: The Universal Group utilizes real-time monitoring systems for our supply chain to detect risks early and respond proactively.		
		Regionally diversified logistics: We maintain redundant inventory in multiple locations under our own control across Canada to minimize disruptions in the event of localized emergencies		
2	detail your supply chain resilience measures, including contingency plans for potential disruptions.	The Universal Group has developed robust Business Continuity (BC) and Disaster Recovery (DR) plans designed to rapidly restore the delivery of goods and services in the event of a disaster or disruption. These plans include:		
		Information Systems Disaster Recovery: Our core business systems are hosted in secure cloud environments with built-in redundancy and failover capabilities. Our on-premise systems are backed up according to our outlined policies and are able to be recovered expeditiously in the event of an emergency.		
		Cross-training and workforce flexibility: Key roles within The Universal Group are cross-functionally trained to be able to assist in other key areas in the event of an emergency, to maintain operational redundancy.		
		Supplier and logistics contingency plans: We maintain alternate supplier arrangements and multiple transportation options to quickly pivot if a primary provider becomes unavailable. Our contingency partners are vetted and periodically evaluated according to our risk evaluation matrix and scenarios.		
		Executive Oversight and Governance: Our BC/DR strategy is overseen by a cross-functional leadership team responsible for ensuring organizational readiness and compliance with applicable municipal and industry standards.		
		The Universal Group follows a structured and proactive approach to its Business Continuity Management plan. We endeavour to ensure our plans are relevant, effective, and up to date. Some key elements of our BCM plan include:		
		Post-incident debriefing and lessons learned: Following any real-world disruptions or tests, we debrief as a cross-functional team to analyze responses and identify successes, failures, and areas for improvement.		
		Regular testing and simulation: The Universal Group periodically runs test scenarios to examine to possible implications of various types of disruptions and develop countermeasures to address these issues		
		Gap and overlap analysis: The Universal Group regularly conducts gap and overlap analysis within our supply chain to identify potential shortfalls and gaps and ensure that proper measures are taken to create redundant systems		

Engagement , Marketing and Training

Line		
Item	Question	Response*
	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.	Our strategy leverages our national reach, industry relationships, and experienced sales team to deliver targeted, credible messaging to both public and private sector clients. We'll add the Canoe program to our websites with a dedicated landing page and support it through digital campaigns (email, social media, blog content) and a strong presence at industry events like ARHCA, SHCA, MHCA, and BCRB. Externally, we'll engage stakeholders through CRM-driven outreach and integrated messaging across newsletters, sales materials, and client interactions. Internally, our sales team will receive comprehensive training to ensure they can confidently communicate the value of the Canoe agreement.
	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?	We see Cance as a key partner in building credibility and driving adoption of the contract across their customer group. We anticipate Cance would provide an introduction to its members by featuring The Universal Group on their website and vendor directory, sharing details of our contract in member newsletters and email campaigns, and promoting us across their social media channels. Additionally, we welcome the opportunity to co-host webinars, participate in Cance-led info sessions or industry events, and develop co-branded materials that clearly outline the benefits of our partnership and how to purchase through Cance.
	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.	In training our sales team on the Canoe contract, we will cover key topics including the agreement's purpose and benefits, product and service offerings, streamflined ordering processes, and compliance requirements. Sales reps will learn how to address common client questions, tailor messaging to different stakeholder groups, and highlight the competitive advantages of using Canoe. We will use our CRM system to monitor all sales activities related to the Canoe contract, including outreach, client interactions, proposals, and closed deals, Weekly sales reviews with managers will reinforce knowledge and help identify further training needs, while incentive programs may be implemented
		to encourage active promotion.
	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.	A successful startup and implementation of the contract begins with thorough internal alignment and training. We will conduct comprehensive onboarding sessions for all relevant sales, operations, and support teams to ensure clear understanding of contract details, benefits, and processes. For promotion, we will launch a comprehensive marketing campaign combining direct outreach, email campaigns, social media posts, dedicated web page, and promotion through industry events to maximize visibility among existing clients and leads.
		To monitor contract use, we will implement sales tracking within our CRM, with custom reporting dashboards that provide insights on outreach, engagement, and sales related to the contract. Weekly meetings with sales managers and leadership will assess progress, address challenges, and refine strategies
		Our CRM system will be used to monitor the performance of the agreement, including tracking inquiries, quotes and proposals closed sales, and new client onboarding. Weekly sales meetings will include dedicated Canoe updates to review replevel progress, address gaps, and highlight wins. Quarterly contract reviews to compare performance against projections, review sales and marketing strategies, and identify opportunities for additional support, training, or outreach to Canoe.
		KPIs: # of new clients onboarded via Canoe Total revenue generated through Canoe Repeat order / retention of Canoe members Quote conversion ratio Regional activity
	Canoe member engagement events (e.g., reverse trade	We are fully committed to participating in and supporting Canoe member engagement events across Canada. Our team has extensive experience attending and sponsoring similar events through other associations (e.g., ARHCA, SHCA, AMM, SARM), and we understand the value of in-person engagement. Where possible, we will tailor event specific marketing materials, banners, and giveaways to align with Canoe messaging and ensure members recognize the value we bring as a trusted vendor.
	Provide details on industry and association partnerships your company has fostered over time which will be beneficial to promoting the Canoe contract in Canada.	Over many years, our company has developed long-standing partnerships with key industry associations and organizations across Canada. They will be instrumental in promoting the Canoe contract to the municipalities, nonprofits, and broader public sector entities. Our existing presence and credibility within these networks will support faster awareness, trust, and adoption of the contract across Canada.
		Some examples include the BCRB (British Columbia Road Builders), ARHCA (Alberta Roadbuilders & Heavy Construction Association), SHCA (Saskatchewan Heavy Construction Association), and MHCA (Manitoba Heavy Construction Association), among others. We are a sponsor at many of their conferences, golf tournaments, and networking events, with a strong focus on in-person engagement to build lasting industry relationships.

Bid Number: CAN-2025-008 Vendor Name: The Universal Group

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.	The Universal Group and its partner groups maintain rigorous quality control processes from the initial order through to the final delivery of our manufactured products and services. A key component of our quality assurance is our status as a Certified 3M Fabricator. This certification requires adherence to strict 3M manufacturing and quality standards, which we integrate into every step of our production process.
		Our quality control process includes the following stages:
		Order Review: Upon receiving an order, we thoroughly review all specifications and requirements to ensure complete understanding and compliance with the client's needs and industry standards. If a product is custom, a proof of concept is developed and signed off on by the client to ensure their needs are met.
		Material Inspection: All materials are inspected upon arrival to ensure they meet our quality requirements and 3M's standards for certified fabrication.
		Production Monitoring: During production, we implement continuous monitoring and inspection checkpoints to identify and address any deviations from specifications or quality standards in real-time.
		Final Inspections: Before delivery, each product undergoes a final, comprehensive inspection to verify that it meets all required specifications and quality standards, both by our production facility as well as our warehouse team.
		Delivery and Handling: We maintain careful handling and delivery procedures to ensure the product arrives in optimal condition.
		To ensure compliance with specifications and industry standards, we:
		Maintain current knowledge of relevant industry standards and regulations. For example, we are actually consulting with Alberta Transportation and Economic Corridors on changes to the Alberta Highway Guide and Information Sign Manual that's undergoing revisions.
		Provide ongoing training to our staff on quality control procedures and standards.
		Conduct regular internal audits of our processes and procedures.
		Our company prides itself on meeting all provincial and federal standards required for our products and services.
		Additionally, our signs maintain 3M sign warranties as we maintain our 3M Fabricator certification. Permanent ASTM Type XI signs for example have a 10 year warranty. With the exception of temporary traffic control products such as cones and delineator markers, most of the products we sell are covered by a warranty.
		For trailers, the specific warranty is determined by the manufacturer. Additionally, we can often provide a 1-year warranty, administered by our company, on used equipment that is no longer covered by the original manufacturer's warranty. Warranty issues are dealt with based on manufacturers warranties and their inclusions or exclusions. Specific tender warranty requirements are also supplied and honoured by the Universal Group.
		Our signs are covered by 3M warranties, consistent with our status as a Certified 3M Fabricator. For example, permanent ASTM Type XI signs carry a 10-year warranty.
		We offer flexible installation services and ongoing maintenance programs and are prepared to develop and execute various agreements for the continuous care of high-value equipment. Many solar trailers require an annual maintenance schedule to ensure optimal performance, which is frequently overlooked by owners. We are available to provide this essential service.
2	What other policies do you have to support Member reimbursement or remediation for the products you support and sell in this RFP?	The Universal Group has a defined process for evaluating whether a defective product should be repaired or replaced. This process ensures the best outcome for the client while considering cost-effectiveness and warranty terms.
		Initial Assessment: When a potential defect is reported, our experienced repair technicians conduct a thorough initial assessment. This involves:
		Visual inspection of the product. Diagnostic testing to identify the root cause and extent of the defect. Documentation of the defect, including photographs if necessary.
		Repair Feasibility Determination: Based on the initial assessment, our technicians determine if repair is a viable option. Factors considered include:
		The nature and severity of the defect. The cost of repair compared to the cost of replacement. The time required for repair versus replacement, The remaining lifespan and performance of the repaired product.
		Warranty Verification: Our team verifies the product's warranty status and contacts the manufacturer if needed. This ensures that we adhere to warranty terms and explore all available warranty options for the client. We maintain direct communication with our manufacturers for accurate warranty information, durations, and options, as well as to seek second opinions on repair/replacement decisions
		Decision and Action:
		If Repairable: If repair is deemed the best option, our skilled technicians will perform the necessary repairs using high-quality materials and techniques. Post-repair testing is conducted to ensure the product meets quality standards.
		If Replacement is Necessary: If the defect is severe, repair is not feasible, or replacement is more cost-effective, we will initiate the replacement process. This includes coordinating with the client, processing the replacement order, and ensuring timely delivery and installation if applicable.
		Communication and Documentation: Throughout the process, we maintain clear communication with the client, providing updates on the assessment, repair/replacement decision, and any associated timelines. All evaluations, decisions, and actions are documented for record-keeping and future reference.
	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	Member Service / Problem Resolution Plan The Universal Group is committed to swift, transparent resolution of any Member concerns with a structured service resolution process, covering the following lareas:
	goals or promises.	1. Billing Issues Initial Response: Within 24 hours of notification Resolution Timeline: 1–3 business days Escalation Path: Customer Service → Billing Specialist → Account Manager → Director of Finance (if unresolved)
		2. Product or Service Issues Initial Response: Within 12–24 hours Resolution Timeline: 2–5 business days (or sooner for urgent issues) Escalation Path: Customer Service → Operations Manager → Regional Manager → Senior Leadership
		3. Complaint Tracking & Measurement All complaints are logged into our CRM system with time-stamped entries and resolution notes. KPIs monitored monthly include:
		Response time Resolution time Members can escalate issues via:
		Email: - support@getbarricades.com - sales@theuniversalgroup.ca - info@beaconlite.ca
		Phone: - Barricades & Signs 1-888-488-0027 - The Universal Group 1 - 604-444-3732 - Beacon Lite 1,888,740,0142 - Groupe Signalisation 833 208-9012

Line Item	Question	Response
1	List the necessary steps for a Canoe member to	Our national sales team and partner network will undergo Canoe GPO-specific training, including access to a dedicated resource hub with FAQs, collateral, pricing
	set up an account and access your goods and services for the first time should you be awarded a contract.	strategy, and registration tools. Currently, our salespeople use a CRM-integrated process to track public agency opportunities. If awarded, the Canoe GPO agreement will be prioritized as a key procurement option, supported by incentive structures to promote adoption.
		To onnboard new members and transition existing ones we use a streamlined process that includes:
		Introductory consultations Registration support for Kinetic GPO Ongoing account management for compliance and satisfaction
		Our billingual customer service and logistics teams ensure that all transitions are seamless, well-communicated, and low-impact for new Members.
		To access The Universal Group's Wide range of Traffic Control Services nationwide you'll need to contact them directly to discuss your specific needs and set up an account. There isn't a public online registration process. All our partnerships under the Universal umbrella can be reached by phone or through their website to inquire about their services and account setup.
		Here's a more detailed breakdown:
		1. Identify your traffic control needs:
		Determine what type of traffic control services you require (e.g., temporary lane closures, construction site traffic management, rentals, custom sign orders, equipment rentals & sales, traffic management planning, special event traffic control etc.)
		2. Contact The Universal Group:
		Reach out to them via phone or through their website to discuss your project and needs.
		Barricades & Signs 1-888-488-0027 www.getbarricades.com
		The Universal Group 1-604-444-3732 www.theuniversalgroup.ca
		Beacon Lite 1-888-740-0142 www.beaconlite.ca
		Groupe Signalisation 1-833-208-9012 www.groupesignalisation.ca
		3. Account setup:
		The Universal Group will guide you through their account setup process. This will likely involve providing information about your company, the scope of work, and any specific requirements for the traffic control services.
		4. Service agreement:
		Once your account is set up, you'll likely enter into a service agreement outlining the terms and conditions of the traffic control services provided by The Universal Group.
	Describe how members can access information, pricing, discounts, catalogues on your goods, services, get a quote and place an order.	The Universal Group offers nationwide customer service to all clients and potential clients. Our customer service teams are available Monday to Friday, from 7:00 AM to 7:00 PM (EST). For urgent needs, emergency requests are supported 24/7 through priority channels (phone or email), ensuring a prompt response for critical orders.
		Online Support & Portal Services: Customers can place their orders through our user-friendly websites for all brands.
		Based on the specific traffic services required, you will be directed to the appropriate team member and department. This may include inside sales, our Traffic Management team, local area managers, or Business Development Managers who can conduct on-site visits. Once we understand your project needs, we will provide further information on pricing, discounts, and quotes.
		Service Representative Availability: We utilize workforce planning tools to match staffing levels with anticipated demand based on seasonal trends and order history. A dedicated account manager and service representatives will be assigned to support Kinetic GPO members, ensuring quick response times and personalized support.
		Bilingual Support (English & French): GetBarricades.com, Beacon Lite and Group Signalisation all provide bilingual customer support in both English and French. French-speaking representatives are available during all standard business hours to serve clients in Québec and other Francophone regions effectively.
	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.	Not applicable
	In a case where one your company has an existing public sector customer who desires to be	To seamlessly onboard an existing public sector customer onto the Canoe offering, our Business Development Managers prioritize understanding their specific needs. We ensure compliance with relevant regulations and provide comprehensive support, including training and ongoing assistance.
	onboarded onto the Canoe offering, how would you address this situation?	Here's a detailed approach:
		1. Needs Assessment and Planning:
		Determine Specific Requirements: Identify the products or services needed from the Canoe offering, anticipated volume, and Universal's role.
		Develop Tailored Onboarding Plan: Outline the steps, timelines, and resources for a smooth transition.
		2. Compliance and Security:
		FOIPPA Compliance: For public sector organizations in British Columbia, The Universal Group ensures full compliance with the Freedom of Information and Protection of Privacy Act (FOIPPA). Canoe Procurement Group of Canada has committed to:
		Providing Canoe-related records within seven days of direction. Promptly referring all FOIPPA requests. Not accessing Personal Information without Canoe's approval. Keeping Confidential Information separate. Retaining information related to Program Administration for seven years unless authorized.
		While clients are ultimately responsible for adhering to Canoe requirements, The Universal Group will, to the best of its ability, equip clients with the knowledge and skills to effectively use the Canoe platform. This includes offering ongoing support through a dedicated account manager for queries and technical issues. Regular meetings will be scheduled to monitor progress, gather feedback, and identify areas for improvement.
		The Universal Group provides services to clients like the City of Maple Ridge and the City of Prince George. As members of Sourcewell, Canoe, and Kinetic GPO, these clients can access contracts from all three organizations. It is common for members of one GPO to utilize contracts established by another, particularly when specific goods or services are required, due to aligned offerings or shared contracts among GPOs.
		3. Communication and Collaboration:
		Dedicated Point of Contact: Assign a dedicated account manager to serve as their primary point of contact. Open Communication: Maintain clear and consistent communication throughout the onboarding process.
		Feedback Mechanism: Establish a feedback loop to continuously improve the Cance offering and onboarding process.

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.	Should The Universal Group and its affiliate companies be awarded the Canoe contract, we are committed to ensuring compliance with its terms, particularly regarding pricing and reporting. This will primarily involve monthly data reports compiled from each subsidiary at the beginning of the month. Executive management, Business Development Managers, and potentially General Managers will meet to discuss pricing, conduct regular audits, and refine reporting systems.
accurately include all sales under the Carloe contract.	Pricing Compliance
	Monitoring:
	Universal Traffic (258) Ltd, BSL, Beacon Lite, and Group Signalisation will regularly monitor their pricing to ensure adherence to the Canoe contract terms. This includes verifying that maximum prices are not exceeded and that all applicable discounts and promotions are correctly applied.
	Audits:
	Universal Group agrees to cooperate with any audits conducted by Canoe. They will provide documentation to verify that their pricing adheres to the contract terms.
	Reporting Compliance:
	Accurate Sales Information - Should The Universal Group be awarded the contract, monthly reports detailing sales activity will be submitted. These reports must contain accurate and complete information regarding sales volume, pricing, and all other pertinent data as stipulated by the contract.
	Reporting Systems - The Universal team is dedicated to building robust reporting systems that accurately track sales and deliver precise information to Canoe. This may necessitate interdepartmental collaboration and leveraging the team's primary CRM platform. Regular review of these reporting processes will ensure their effectiveness and accuracy, involving checks for errors or omissions in the data and necessary adjustments.
Canoe requires monthly sales report. Describe the process you will implement if awarded, in order to meet this requirement.	If awarded,, the Universal Group can commit to submitting monthly sales reports to Canoe, where we will provide a report to Canoe regarding Member purchases under the Program by the fifteenth (15th) of each month.
	Monthly Reporting - The core requirement is to submit a report each month, detailing the sales (or lack thereof) to canoe members.
	Deadline - The reports are due no later than the 15th of each month.
	Nil Reports - If there are no sales to report for a given month, the report should still be submitted, but indicate \$0 in sales.
	Financial reporting and record-keeping requirements, as outlined with our agreement with Canoe, typically necessitate the submission of these reports. They will itemize member purchases of goods or services and may also include an administrative fee payment.
Do you allow public entities to order from multiple contracts and GPOs?	Yes
If so, describe the measures you have in place to record and manage data accurately for public entities who purchase from	Quarterly/Annual Member Review Process
multiple accounts/contracts ensuring accurate reporting of usage to Canoe?	We can offer a formalized quarterly or annual review process with GPO Members who actively purchase through the program as well as Canoe GPO representatives. These reviews focus on:
	Usage Reporting: Review of historical purchases and fulfillment accuracy
	Cost Savings: Identification of savings based on volume bundling, product alternatives, or regional optimization
	Performance Review: Discussion of delivery performance
	Future Planning: Forecasting needs for upcoming seasons/events and suggesting pre-orders or stocking strategies
	These sessions may be conducted virtually and detailed documentation is shared post-meeting for transparency and tracking.
	Monthly Sales Reporting
	Each Canoe GPO Member who purchases through the platform may receive a monthly sales report which include the following details:
	Member name and region Order date and invoice number Product(s) purchased (SKU, description) Unit cost and total cost Contract pricing confirmation Delivery date and method Summary of total spend YTD and cost savings Custom notes (e.g., backorders, substitutions) Reports are delivered in PDF format.
	Member Service / Problem Resolution Plan
	The Universal Group is committed to swift, transparent resolution of any Member concerns with a structured service resolution process, covering the following areas:
	1. Billing Issues
	Initial Response: Within 24 hours of notification Resolution Timeline: 1–3 business days Escalation Path: Customer Service → Billing Specialist → Account Manager → Director of Finance (if unresolved)
	2. Product or Service Issues
	Initial Response: Within 12–24 hours Resolution Timeline: 2–5 business days (or sooner for urgent issues) Escalation Path: Customer Service → Operations Manager → Regional Manager → Senior Leadership
	Complaint Tracking & Measurement All complaints are logged into our CRM system with time-stamped entries and resolution notes. KPIs monitored monthly include:
	Response time Resolution time

Shipping, Freight

Line	Question	Reponse *

Explain your delivery model. Our delivery model is built around flexibility, responsiveness, and value optimization. Once an order is confirmed, our dedicated shipping team initiates a quoting process by reaching out to multiple trusted and vetted freight partners. These partners are selected based on their proven performance, reliability, and coverage. We assess each quote based on price, delivery timeline, service level, and the specific logistical requirements of the order. The most suitable freight option is then selected and provided to our sales team, who incorporate it into the customer quote. A nominal markup is applied to cover our internal coordination, documentation, and risk mitigation efforts, including the liability of arranging transportation on behalf of the client. This model allows us to provide competitive, accurate, and transparent shipping options tailored to the needs of each customer and order. The Universal Group and its partner groups maintain rigorous quality control processes from the initial order through to the final delivery of our manufactured products and services. A key component of our quality assurance is our status as a Certified 3M Fabricator. This certification requires adherence to strict 3M manufacturing and quality standards, which we integrate into every step of our production process. Order Review: Upon receiving an order, we thoroughly review all specifications and requirements to ensure complete understanding and compliance with the client's needs and industry standards. If a product is custom, a proof of concept is developed and signed off on by the client to ensure their needs are met. Material Inspection: All materials are inspected upon arrival to ensure they meet our quality requirements and 3M's standards for certified fabrication. Production Monitoring: During production, we implement continuous monitoring and inspection checkpoints to identify and address any deviations from specifications or quality standards in real-time Final Inspections: Before delivery, each product undergoes a final, comprehensive inspection to verify that it meets all required specifications and quality standards, both by our production facility as well as our warehouse team. Delivery and Handling: We maintain careful handling and delivery procedures to ensure the product arrives in optimal condition. To ensure compliance with specifications and industry standards, we: - Maintain current knowledge of relevant industry standards and regulations. For example, we are actually consulting with Alberta Transportation and Economic Corridors on changes to the Alberta Highway Guide and Information Sign Manual that's undergoing revisions. Provide ongoing training to our staff on quality control procedures and standards. Conduct regular internal audits of our processes and procedures. For work performed for Participating Public Agencies, we will develop a specific quality control plan tailored to the agency's requirements and project specifications. This plan will be developed in collaboration with the agency, documenting all processes, inspection points, and compliance measures to ensure complete transparency and adherence to their standards. The Universal Group has a defined process for evaluating whether a defective product should be repaired or replaced. This process ensures the best outcome for the client while considering cost-effectiveness and warranty terms. Initial Assessment: When a potential defect is reported, our experienced repair technicians conduct a thorough initial assessment. This involves: Visual inspection of the product. Diagnostic testing to identify the root cause and extent of the defect. Documentation of the defect, including photographs if necessary. Repair Feasibility Determination: Based on the initial assessment, our technicians determine if repair is a viable option. Factors considered include: The nature and severity of the defect The cost of repair compared to the cost of replacement.
The time required for repair versus replacement.
The remaining lifespan and performance of the repaired product. Warranty Verification: Our team verifies the product's warranty status and contacts the manufacturer if needed. This ensures that we adhere to warranty terms and explore all available warranty options for the client. We maintain direct communication with our manufacturers for accurate warranty information, durations, and options, as well as to seek second opinions on repair/replacement decisions Decision and Action: If Repairable: If repair is deemed the best option, our skilled technicians will perform the necessary repairs using high-quality materials and techniques. Posttesting is conducted to ensure the product meets quality standards. If Replacement is Necessary: If the defect is severe, repair is not feasible, or replacement is more cost-effective, we will initiate the replacement process. This includes coordinating with the client, processing the replacement order, and ensuring timely delivery and installation if applicable. Communication and Documentation: Throughout the process, we maintain clear communication with the client, providing updates on the assessment, repair/replacement decision, and any associated timelines. All evaluations, decisions, and actions are documented for record-keeping and future reference. Our company prides itself on meeting all provincial and federal standards required for our products and services. We offer flexible installation services and ongoing maintenance programs and are prepared to develop and execute various agreements for the continuous care of high-value equipment. Many solar trailers require an annual maintenance schedule to ensure optimal performance, which is frequently overlooked by owners. We are available to provide this essential service. Explain how your shipping and freight costs are Shipping and freight costs are calculated on a per-order basis using live quotes from our pool of vetted freight providers. These costs are influenced by calculated, as well as any related weight, geographical considerations and restrictions for remote or otherwise hard to access locations included in your offering. several key factors: Weight and Dimensions: Heavier and larger items incur higher shipping costs due to space requirements and handling complexity. We ensure that accurate weight and size data is factored into each quote. Geographical Location: Deliveries to remote, rural, or hard-to-access locations (e.g., northern territories, islands, or mountainous areas) may involve surcharges or extended timelines. The Universal Group does charge standard shipping fees for deliveries within our regular service areas. Delivery and setup charges may vary depending on region, zone, or site accessibility. Our freight partners account for these factors in their quotes, which we pass through transparently to the customer. These charges are applied as hourly rates to provide consistent and transparent pricing across all service areas. We offer the following service setup options · Basic Service Setup: Includes delivery, standard placement, and basic on-site setup of traffic control products. Hourly Rate is specific to each region

Expanded Service Setup: Includes delivery, detailed site-specific placement, coordination with on-site personnel or contractors, and post-project pickup/removal. Service Level and Speed: Clients may require expedited shipping, liftgate service, or scheduled delivery — all of which can influence the final cost, Accessorial Fees: Additional services like inside delivery, unloading assistance, or waiting time can result in supplementary charges, which we disclose at the Our shipping team ensures that all relevant logistical details are accounted for when requesting freight quotes, ensuring clients receive accurate and predictable costs Explain any variances in freight and shipping cost between the various categories ie road signs VS large There are distinct differences in shipping and freight costs between product categories due to their physical characteristics and handling requirements: Road Signs and Small Safety Products: These are generally lighter, less bulky, and can often be shipped via LTL (less-than-truckload) freight or parcel services. As a result, they are typically less expensive to ship and offer greater flexibility in delivery timelines. Large Equipment and Crash Attenuators: These items are oversized, heavier, and often require full truckload (FTL) transport, specialized handling, or permits depending on dimensions. They may also require flatbed transport, loading assistance (e.g., forklift or crane), and longer lead times for remote delivery Accordingly, the shipping cost for these items is significantly higher and more variable.

their order

Our quoting process captures these distinctions to ensure clients receive the most appropriate and cost-effective shipping solution based on the nature of

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 darification 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);
- 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.

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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
- 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

Cance may disqualify a proponent for any conduct, situation, or circumstances, determined by Cance, 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:

- 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;

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- the refusal of the supplier to honour its submitted pricing or other commitments
- 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
- 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

15 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.

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 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 daims (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

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/cbbc.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;
- waive formalities and accept Proposals that substantially comply with the requirements of this Solicitation;
- 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;
 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.

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

1.8 Governing Law and Interpretation

Bid Number: CAN-2025-008 Vendor Name: The Universal Group 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

V

I have the authority to bind the Proponent.

- Kobie Brandt, Chief Operating Officer, Universal Traffic (258) 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)

There have not been any addenda issued for this bid.

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BSL Major Manufacturer Warranty Overview

Manufacturer	Warranty Duration	Notes
Ver-Mac	Multiple Applicable Warranties	Contact Legal Mentions/Support for details; RMA terms apply; See text below.
Hill & Smith	5 years (VSL units); varies by product	Exclusions apply; check product manual. See attached document below.
	2 years (temporary signals)	Includes factory coverage; check for exclusions. See attached document below.

3M Sheeting	5–12 years depending on series, manufacturing method, use case, and substrate	See attached 3M Permanent Sign Warranty document below
1 '	3-12 years depending on series, manufacturing method, use case, and substrate	See attached Avery Permanent Sign Warrnaty document below

Ver-Mac Length of Warranty

Trailer-Mounted Portable Message Signs (PCMS Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Camera, radar, sensor, batteries, battery charger, solar panels hydraulic cylinder, hydraulic pump, tiers, camera: See **Exclusions**

Truck-Mounted Portable Message Signs (TM Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Electric actuator: See Exclusions

Semi-Permanent Message Signs (B Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Power supply, radar, camera, batteries, chargers, solar panels: See Exclusions

Trailer-Mounted Arrowboards (ST Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Batteries, battery charger, solar panels, winch: See Exclusions

Vehicle-Mounted Arrowboards (VM Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Actuator: See Exclusions

Skid-Mounted Arrowboards (SM Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Battery, battery charger, solar panels: See **Exclusions**

Flagger-Mac

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Battery, battery charger, solar panels, winch, axels, tiers, lamps, actuator, gate: See
 Exclusions

Flagger-Mac Lite

• Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)

- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Actuator, lamps: See **Exclusions**

Trailer-Mounted Traffic Signals (TLD-3612 G3, TLD-2312)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Camera, sensors, pre-emptions, radio, lamps, batteries, battery charger, solar panels, actuator, hydraulic cylinder, hydraulic pump, tiers, trailer lights: See
 Exclusions

Trolley-Mounted Traffic Signals (TLD-1308,TLD-1312)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Camera, sensors, pre-emptions, radio, lamps, batteries, battery charger, solar panels, hydraulic cylinder, hydraulic pump, tiers: See **Exclusions**

Portable Traffic Signal Trolley Sets (TLG Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Camera, sensors, pre-emptions, radio, lamps, batteries, battery charger, solar panels, hydraulic cylinder, hydraulic pump, tiers: See Exclusions

Trailer-Mounted Radar Speed Signs (SP Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Camera, radar, sensor, batteries, battery charger, solar panels, tiers, trailer lights,
 camera: See Exclusions

Post-Mounted Variable Speed Limit Sign

(PLVV-1LM48x32B)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Power supply: See **Exclusions**

Trailer-Mounted Cameras and Speed Sensors (CT Series)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Camera, radar, sensor, batteries, battery charger, solar panels, tiers, trailer lights,
 camera: See Exclusions

Speed-Mac VP

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Battery, battery charger, solar panel: See **Exclusions**

Work Zone Management Camera/Dashcam (WZMC-1000)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Battery, battery charger, solar panel: See **Exclusions**

Portable Solar Light Towers (PSLT Series)

• Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)

- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Batteries, battery charger, solar panels, tiers, trailer lights: See **Exclusions**

Portable Target Light (PLT-1000)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Battery, battery charger: See **Exclusions**

Portable Presence Light (PPL-1000)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)
- Battery, battery charger: See **Exclusions**

Retrokits (SM-548, VMS-3672RGB)

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)

• Camera batteries, battery charger, power supply, solar panels, winch & cable, hydraulic cylinder, hydraulic pump, tiers, trailer lights, camera: See **Exclusions**

Option

- Electronic components manufactured by Ver-Mac, Inc.: 2 years (24 months)
- All non-electronic components manufactured by Ver-Mac, Inc.: 1 year (12 months)

Appendix BWarranty Information

B.1 Warranty Statement

- 1) Hill & Smith (H&S) Inc. warrants that each new Solar Message Center (SMC) Unit will be free from defects in material and workmanship for a period of five (5) years from date of shipment, subject to the conditions and restrictions contained herein.
- 2) H&S further warrants parts furnished under this warranty for a period which expires upon the termination of the warranty applicable to the SMC Unit onto which these parts are installed. Parts furnished outside of this contract are warranted for a period of ninety (90) days from the date of shipment and are subject to the conditions and restrictions applicable at shipment.
- 3) Exceptions to the general warranty statements above pertain to the following equipment installed at the factory:
 - a) Provide only the original equipment manufacturer's warranty as it applies to batteries and modems.
 - b) Modems are warranted for a period of two (2) years from date of shipment, subject to the conditions and restrictions contained herein.
 - c) Batteries are warranted for a period of one (1) year from date of shipment, subject to the conditions and restrictions contained herein.
- 4) This warranty does not apply to a product that has not been installed or maintained in accordance with H&S's instructions, has been subjected to damage in an accident, abused or neglected during operation, repaired or modified by persons other than H&S, its employees or authorized agents, or has not been given normal maintenance.
- This warranty covers only equipment and parts manufactured by H&S. All other components and accessories furnished with H&S product are sold "AS IS" and without warranty, express or implied, of any kind, subject to such warranty, if any, of the manufacturers thereof. H&S ALSO DISCLAIMS ALL EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, APPLICABLE TO USED PRODUCTS, LIGHT BULBS, FUSES, ELECTRIC WIRES AND BATTERIES. THE ONLY WARRANTY, IF ANY, APPLICABLE TO THE COMPONENTS AND ACCESSORIES DESCRIBED ABOVE SHALL BE THE WARRANTY OF THE MANUFACTURERS OF THE COMPONENTS AND ACCESSORIES.
- The buyer expressly agrees that the buyer's sole remedy and H&S's sole responsibility in respect to warranty claim is exclusively limited to repair or replacement, at H&S's option, of product or a portion thereof found by H&S to be defective. H&S does not pay for labor charges or transportation charges and shall not

Appendix B Warranty Information

be liable for any incidental or consequential damages connected with repair of a product deemed to be defective or with installation or replacement of a repaired product. Further, H&S disclaims any liability for any incidental or consequential damages, including lost or duplicated time or expense, accruing for any reason to the owner or user of any products sold by H&S, whether claim is made in contract or in tort or under any theory of warranty, negligence or otherwise.

- 7) H&S reserves the right to make changes in its products from time to time without incurring any obligation to incorporate such improvements in any products previously sold or in service.
- 8) The terms and conditions of this warranty cannot be altered without the written consent of H&S.
- 9) This warranty does not apply to any product which has not been paid for according to the terms under which the product has been invoiced. In addition, buyer agrees that H&S will not be required to honor any warranty claim from a customer whose account at H&S is not current according to H&S's payment terms. BUYER MAY HAVE SEEN SAMPLES, ADVERTISEMENTS OR OTHER SALES LITERATURE OR HEARD STATEMENTS MADE DURING A SALES PRESENTATION WHICH SUGGEST THAT THE PRODUCT BEING SOLD HAS QUALITIES OR CHARACTERISTICS THAT MAKE IT ATTRACTIVE. EVEN IF H&S OR ITS AGENT MADE THESE STATEMENTS DELIBERATELY, H&S DOES NOT INTEND TO INCUR LEGAL LIABILITY FOR ANY SUCH APPARENT REPRESENTATIONS UNLESS THEY ARE INCLUDED WITHIN THE EXPRESSED WRITTEN TERMS OF THIS CONTRACT. IF NOT EXPRESSED, ANY SUCH APPARENT REPRESENTATION IS NOT IN ANY WAY A PART OF THIS CONTRACT OR THE BARGAIN WITH THE BUYER. H&S'S AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES THAT EXCEED THOSE LISTED IN THIS CONTRACT, AND BUYER IS WARNED THEREFORE TO CHECK THIS CONTRACT CAREFULLY TO SEE THAT IT CORRECTLY REFLECTS THOSE TERMS THAT ARE IMPORTANT TO THE BUYER. EXCEPT AS OTHERWISE PROVIDED IN THIS DOCUMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, PARTICULARLY NOT THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ARE NOT CONTAINED WITHIN THE WRITTEN TERMS OF THIS CONTRACT.
- The foregoing warranty is exclusive and in lieu of all other express, statutory, and implied warranties, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE LANGUAGE IN THE PREVIOUS NINE (9) PARAGRAPHS.

Appendix BWarranty Information

B.2 Application of Warranty

- To make a claim under this warranty, contact H&S giving a description of the product and request a Return Goods Authorization (RGA) number. Merchandise should not be returned to H&S until an RGA number is received.
- 2) After receiving an RGA number, the product should be returned, freight prepaid, to H&S. If found to be defective, and if all return freight charges have been paid, or authorization to return freight collect is received, H&S will repair or replace the product, at our option, and return it to the customer.
- In emergency cases where it becomes impractical to wait for warranty consideration by H&S, parts will be shipped on account to the customer pending warranty evaluation. Customers without an established account with H&S will be shipped parts C.O.D. Upon completion of the warranty evaluation, the customer will be reimbursed f
- 4) or the charges if parts in question are found to be subject to the terms of the warranty found in this contract.



North America Traffic Limited 3 Year Warranty

For the period of warranty coverage noted below, North America Traffic (hereinafter called NAT) warrants that it's Portable Traffic Lights and Automatic Flagger Assistance Devices will be free from defects in material and workmanship for the items and period set below. NAT will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by NAT or an Independent Authorized Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Independent Authorized Service Dealer or evaluated by NAT.

Warranty Coverage in Year(s)	1	2	3
	Non-NAT	NAT New Signal	NAT newly
	manufactured	Controllers (Gen 1,	manufactured
	parts	Gen 2, Gen 3)	products

NAT extends this limited warranty by the manufacturer to the original purchaser and warrants that NAT newly manufactured products (Chassis/Frame, Control Cabinet, Battery Box, Light Post) shall conform to the manufacturer's standard specifications and shall be free from original defects in workmanship and materials for three (3) years from date of shipment, provided same have been properly handled, stored, installed, serviced, maintained, and operated. A two (2) year warranty applies to NAT's New Signal Controllers (Gen 1, Gen 2, and Gen 3) provided same have been properly handled, stored, installed, serviced, maintained, and operated.

The warranties set forth above for **non-NAT** manufactured products apply to any other components, accessories, parts, or attachments supplied by other manufacturers; such being subject to that manufacturer's warranty, if any. NAT will extend the other manufacturer's warranty where permitted.

NAT used products shall conform to the manufacturer's standard specifications and shall be free from original defects in workmanship and materials for ninety (90) days from date of shipment, provided same have been properly handled, stored, installed, serviced, maintained, and operated.

This warranty shall not apply and will be deemed void if products which have been altered or repaired in any way so as to affect structural integrity, weight or dimensions, performance, or reliability, nor which have been improperly installed or subjected to misuse, negligence, or incorrectly used in combination with other substances.

NAT warranty covers the original owner and will pass onto subsequent owners during the above warranty period.

F060 REV 08 09.12.23

NAT does not warrant any of its equipment, or parts thereof, against any deterioration or damage caused by normal wear, connection to an incorrect power source, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, and lack of proper protection during storage, damage incurred by collisions, accidents, natural catastrophes, or unforeseen events.

PROMPT DISPOSITION:

NAT will make a good faith effort for prompt correction or other adjustment with respect to any product which proves to be defective within this limited warranty. All warranty claims must include proof of purchase, including proof of purchase date, and identification of the NAT product or component/part by serial number. For any product believed to be defective within this limited warranty, first contact the NAT dealer from whom the product was purchased. The dealer will provide additional instructions. If unable to resolve satisfactorily, contact NAT's Warranty Desk at address below. Title and risk of loss pass to buyer on delivery to common carrier. If product was damaged in transit to you, file claim with carrier.

All warranty inspections, repairs, and adjustments must be performed either by NAT, or by an Independent Authorized Service Dealer with instruction from NAT.

NAT is not responsible for the cost of removal of the defective part, damages due to removal, or any expenses incurred in shipping the product or part to or from NAT, or the installation of the repaired or replaced product or part.

No employee, agent, dealer, or other person is authorized to give any warranties on behalf of NAT or to assume for NAT any other liability in connection with any of its products, except in writing and signed by an officer of NAT.

NAT'S WARRANTY DOES NOT INCLUDE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED. THIS WARRANTY CONSTITUTES NAT'S SOLE AND EXCLUSIVE WARRANTY FOR DEFECTIVE GOODS AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.

NAT WARRANTY DESK

1-877-352-4626 Christine@NorthAmericaTraffic.com

F060 REV 08 09.12.23



Permanent signage warranty.



Confidence comes standard with 3M™ Diamond Grade Warranty.

You need durable, compliant and long-lasting signs that perform to industry specifications. The 3M Diamond Grade Warranty gives you peace of mind that you are delivering the highest level of road safety.

Long-lasting quality and performance you can count on.

As a global leader in retroreflective technology, 3M is committed to delivering innovative safety solutions designed to maximise visibility and safety on the road, in the workplace and general community. As part of this commitment, 3M Australia and New Zealand, offers an Extended Full Sign Warranty through our Approved Diamond Certified Manufacturer network.

This warranty not only guarantees the durability and performance of our sheeting, it gives you peace of mind that you are delivering the highest level of road safety.



- Full-sign replacement warranty for up to 12 years.
- Available for several classes of reflective sheeting.

3M Extended Warranty Statement for Permanent Traffic Signs

3M Australia and New Zealand warrants that should a qualified sign fail during the warranty period, 3M shall meet the total cost of replacing the sign, including removal and installation costs*

*For full details of the 3M Extended Warranty for Permanent signs, speak to your local 3M representative or visit: www.3M.com.au/roadsafety or www.3M.co.nz/roadsafety

3M Certified Signmakers

3M Diamond Certified Manufacturers are authorised to provide the benefits of the 3M Extended Warranty for Permanent Signage. These Certified Manufacturers undergo robust audits and are subject to rigorous 3M manufacturing guidelines. Each year, they are issued with a Certificate of Accreditation, validating their authority to provide the benefits of this Extended Warranty to their customers for that year.

A copy of this Certificate should be requested from your manufacturer annually to ensure all signs manufactured within that year are covered.

To make sure you receive the benefits of this Extended Warranty:

- Ensure that your sign manufacturer provides you with a current copy of the Certificate of Accreditation each year to ensure all signs manufactured within that year are covered.
- Ensure your signs have a stamp or label on the rear of the sign.Details must include:
 - a) manufacturer's name;
 - b) date of manufacture; and
 - c) class of material used.
- Ensure that your signs are stored and handled in accordance with 3M's Guide to the Storage & Handling of Signs. Refer to 3M Reflective Sheeting Sign Maintenance Management.

For a current list of 3M Approved Diamond Certified Manufacturers, visit Where to Buy on: www.3M.com.au/roadsafety or www.3M.co.nz/roadsafety

Warranty Coverage	Extended Signing Warranty	
	Visual defects	A
Manufacturing defects	Adhesive defects	A
	Adhesion failure on recommended substrates	A
	Image defects when printing	A
Printing defects and ink performance	Excessive image fading	A
Frinting defects and link performance	Blistering	A
	Excessive dimensional change	A
Cutting defects	Clean cutting and weeding	A
Traffic Colours	Daytime and nighttime	A
Retroreflection	Retention	A

How do you ensure your signs are covered by 3M extended warranty?

- 1. Source permanent signs from the below Diamond Certified Manufacturers. Ensure that your sign manufacture provides you with a current copy of the Certificate of Accreditation.
- 2. Ensure your signs have a stamp or label on the rear of the sign.

 Details must include: a) manufacturer's name; b) date of manufacture; and c) class of material used.

				ole Extended arranty
Applicable Standards of Retroreflective Sheeting for AS/NZS 1906.1 2017	Compliant 3M Retroreflective Sheeting	3M Approved Legend & Graphics	Warranted Vertical Outdoor Exposure	Warranted Retained Luminance (CIL/m² Percentile)¹
		3M Electrocut™ Film Series 1170		
	3M Diamond Grade™ DG3 Reflective Sheeting Series 4000 & 4000DS (non-fluorescent colours)	Digital Printing: 3M UV Ink Series 8800 & 8900, HP Latex inks 831/871 with 1170 clear overlay	12 years	
	,	3M Screen Process Colours Series 880		80%²
	3M Diamond Grade™ DG3	3M Electrocut™ Film Series 1170		
Class 1100	Reflective Sheeting Series 4083 Fluorescent Yellow/Green & 4081	3M UV Ink Series 8800 , with 1170 clear overlay	10 years⁴	
	Fluorescent Yellow	3M Screen Process Colours Series 880		
	3M Diamond Grade™ DG3 Reflective Sheeting Series 4084	3M Electrocut™ Film Series 1170	3 years	N/A
		3M UV Ink Series 8800 , with 1170 clear overlay		
	Fluorescent Orange	3M Screen Process Colours Series 880		
	3M VIP 3990 & 3990DS series (non-fluorescent)	3M Electrocut™ Film Series 1170	12 years	80%²
		Digital Printing: 3M UV Ink Series 8800 & 8900, HP Latex inks 831/871 with 1170 clear overlay		
Class 900		3M Screen Process Colours Series 880		
Class 900	3M VIP 3990 series 3983 Fluorescent Yellow/Green & 3981 Fluorescent Yellow	3M Electrocut™ Film Series 1170	10 years	
		Digital Printing: 3M UV Ink Series 8800 & 8900, HP Latex inks 831/871 with 1170 clear overlay		
		3M Screen Process Colours Series 880		
	3M High Intensity Prismatic Reflective Sheeting Series 3930 & 3930DS	3M Electrocut™ Film Series 1170	10 years ⁵	
Class 400		Digital Printing: 3M UV Ink Series 8800 & 8900, HP Latex inks 831/871 with 1170 clear overlay		
		3M Screen Process Colours Series 880		
	3M Engineer Grade™ 3200 Beaded Series	Digital Printing: 3M UV Ink Series 8800 with 1170 clear overlay		50%²
Class 100	beaueu series	3M Screen Process Colours Series 990	7 years	
Ciass IUU	3M Engineer Grade™ 7600 Advanced Prismatic Series	Digital Printing: 3M UV Ink Series 8800 with 1170 clear overlay	r years	
	Advanced Filshiatic Series	3M Screen Process Colours Series 990		

^{1.} Warranted retained brightness levels apply to reflective sheetings used for sign background, borders and legends.

^{2.} Retained CIL percentile is based on minimum CIL values for new reflective sheetings by Class for Observation angle: 0.2°, Entrance angle: 4° and 0° rotation as defined in relevant tables (Table 2.10) included in AS/NZS 1906.1 2017

Refer to relevant Product Bulletins, Information Folders and Technical Memos for details.
 Warranted Vertical Outdoor Exposure warranty if in place of 1170 ECF one of the following is used for legend or graphics:
 3M™ Scotchcal™ Graphics Film Series 50-12 Black: 3 years
 3M™ Scotchcal™ ElectroCut™ Film Series 7725-12 Black: 5 years
 3M™ Scotchcal™ Opaque Graphic Film Series 100-12 Black: 8 years

^{4. 3}M full replacement warranty applicable for 12 years in NSW on RMS permanent signs

 $^{5. \}quad 3 \text{M full replacement warranty applicable for 12 years in QLD on QTMR permanent signs} \\$

NB: 3M 1160 Anti Graffiti Film can be used in addition to any of the above legend and graphic material combinations. The finished sign will maintain the warranty periods and conditions listed above.

Conditions

- This warranty only applies to permanent signs which are manufactured by one of 3M Australia's Diamond Warranty Programme Certified Manufacturers ("User"). Please contact 3M on 136 136 if you require a copy of this list
- 2. Sign failure must be solely the result of defects in the 3M Reflective Sheeting or 3M Process Colours and not resulting from the effects of: improper fabrication failure of substrate, damage during transportation, damage during installation, improper maintenance, vandalism, negligence, accidental damage, or improper storage and handling. For more information on handling and storing your signs, please request a copy of 3M's Guide to the Storage & Handling of Signs.
- 3. If 3M products with differing warranty periods are combined on a sign, the lesser warranty period will apply.
- 4. Signs containing non-3M sheeting or a combination of 3M sheeting and non-3M sheeting do not qualify for the 3M Extended Warranty for Permanent Signage. Wherever possible, replacement signs will be supplied through the original manufacturer. However, 3M reserves the right to appoint an alternative manufacturer to supply the replacement signs.
- 5. This warranty statement is also subject to the following:
 - (a) Where possible, the User should notify any failure to the original manufacturer of the sign, who will contact the 3M Traffic Safety Systems Division. Thereafter, 3M may choose to deal directly with the User on all future correspondence relating to any notified failure;
 - (b) The User providing to 3M full particulars of the reasonable removal and erection costs claimed;
 - (c) This warranty only applies to Qualifying Signs. A Qualifying Sign is a sign that:
 - has been manufactured by a Qualified Sign Manufacturer that has been authorised by 3M to give the Extended Warranty;
 - (ii) has been manufactured, packaged, labelled, transported and stored in accordance with 3M recommendations:
 - (iii) has been manufactured in accordance with the 3M product bulletins, information folders and technical memos, including the exclusive use of 3M matched components (including 3M process colours, clear coatings, electronic cuttable films, protective overlay films, and application tapes and accessories) and recommended application equipment;
 - (iv) is manufactured using the 3M sheeting listed in the Schedule;
 - (v) is to be used in a permanent location;
 - (vi) incorporates an acceptable coding reference to identify the manufacturer of the sign or device, the date of manufacture, and the specific 3M products used. Replacement signs or devices are to be clearly marked with the date of manufacture of the original sign or device, together with an "R" suffix, to clearly identify these as replacement items;
 - (vii) comprises aluminium substrate with surface prepared to 3M recommendations as set out in 3M Product Bulletins, information folders and technical memos.
- 6. It is a condition of this warranty that 3M Australia reserves the right to properly clean the sign under complaint and subject it to any testing deemed necessary to determine the validity of the claim.
- The replacement sign shall be warranted for the remaining unexpired period of the warranty applicable to the original sign.
- 8. To make a claim under this warranty contact 3M Traffic Safety Division or your 3M Representative and then we will arrange an appointment to make an assessment.
- 9. This warranty only covers Users in Australia and New Zealand.
- Except where prohibited by law, 3M will not be liable for any special, indirect or consequential loss or damage arising from the 3M product.

1st August 2022

For more information please contact your 3M sales representative.

Australia

New Zealand

136 136

(09) 477 4040

www.3M.com.au/roadsafety

www.3M.co.nz/roadsafety



3M Australia Pty Ltd Transportation Safety Division Bldg A, 1 Rivett Road North Ryde NSW 2113

Freecall: 136 136

Web: www.3M.com.au/roadsafety

3M New Zealand Ltd Transportation Safety Division 94 Apollo Drive, Albany Auckland, New Zealand

Freecall: (09) 477 4040

Web: www.3M.co.nz/roadsafety

Avery Dennison® Digital Sign Warranty

Printing with Avery Dennison® TrafficJet™ Print System in True Traffic Color™ Configuration

TrafficJet[™] Pro, TrafficJet[™] Xpress, TrafficJet[™] Xpert, TrafficJet[™] Plus and TrafficJet[™] Printers

ISSUED: 4/16/2024 Sales Region: NA

Reflectivity at Time of Printing

A new sign printed in TrafficJet spot colors with Avery Dennison TrafficJet System in the True Traffic Color configuration ("Printer"), when printed in accordance with Avery Dennison Instructional Bulletins ("Procedures"), will meet the following requirements at the time it is printed:

- o Daytime luminance factor (Y%) shall meet Table 2 of ASTM D4956
- o Daytime color will meet the specification color limits of Table 11 of ASTM1 D4956
- Nighttime color will met the specification color limits of Table 13 of ASTM¹ D4956
- Coefficient of Retro-reflection shall meet 70% of the values of ASTM D4956 for the respective sheeting types

The above representation is limited to (a) signs made with spot inks supplied by Avery Dennison printed on designated Avery Dennison sheeting and (b) signs containing proper application of Avery Dennison OL-1000, OL-1200, or OL-2000 clear overlay film for TrafficJet Xpert, TrafficJet Plus and TrafficJet and OL-1000 UV, OL-1200, or OL-2000 UV clear overlay film for TrafficJet Pro and TrafficJet Xpress².

Printing in the True Traffic Color configuration ("Process Color Printing") will also produce durable graphic images for traffic, wayfinding and other outdoor signs as well as vehicle conspicuity. Process Color Printing for outdoor signs requires the application of Avery Dennison OL-1000, OL-1200, or OL-2000 clear overlay film for TrafficJet Xpert, TrafficJet Plus and TrafficJet and OL-1000 UV, OL-1200, or OL-2000 UV clear overlay film for TrafficJet Pro and TrafficJet Xpress.. Process Color Printing for vehicle conspicuity requires proper application of clear overlay film Avery Dennison DOL1060Z & DOL1460Z.

- 1 ASTM does not apply to Black print
- 2 Clear overlay is not required for work zone signs printed with black

Warranty

A performance warranty is provided for the specific sheeting products and applications set forth below. Warranty details and limitations for traffic and work zone signs and graphic signs are described in Sections I and II below. Warranty details and limitations for vehicle application are described in Section III below

I. TrafficJet Spot Color Ink Printing Warranty for Traffic and Work Zone Signs

Avery Dennison Corporation warrants to the using agency ("Agency") that signs printed with the Avery Dennison TrafficJet System in True Traffic Color configuration ("Product"), when printed in accordance with Avery Dennison Instructional Bulletins, will retain their usefulness as traffic or work zone signs when vertically mounted2. The length of the warranty is set forth in Tables 1 and 2, below. The warranty only applies to signs that meet the following requirements:

- The signs are made using inks supplied by Avery Dennison;
- The inks are printed on Avery Dennison sheeting;
- Avery Dennison OL-1000, OL-1000 UV, OL-1200, OL-2000, or OL-2000 UV clear overlay film has been properly applied

(if applicable; see Tables 1 and 2 below);

• The signs are used in traffic or work zone sign applications



If the Product deteriorates due to natural causes to the extent that the sign is ineffective for its intended purpose as a traffic or informational sign, when viewed under normal conditions from the intended viewing distance, for the first 7 years, Avery Dennison will restore the installation surface to its original effectiveness at no cost for materials or labor. For year 8 and later, Avery Dennison will provide a replacement amount of sheeting, ink and overlay (if required) at no cost to enable the installed surface to be restored to its original effectiveness.

Table 1—TrafficJet Printed Traffic Sign Configuration and Warranty for Spot Colors

TrafficJet Spot Inks	Avery Dennison TrafficJet Eco Solvent or UV-LED Spot Color Inks Black, Red, Blue, Green, Yellow, Brown, Purple, and Worboy Green OL-1000 and OL-1000 UV Anti-Graffiti Film OL-1200 Anti-Dew Film OL-2000 and OL-2000 UV Film			
Overlay Film				
Retroreflective Films: Approved for Trafficlet digital printing and corresponding warranty period	Sheeting Type T-11000 OmniCube T-7500B T-7000 MVP T-6000 HIP T-2000D PEG T-1500D EG T-1500B EG T-1500 EG*	Sheeting Color White, Yellow, FY, FYG White, Yellow, FY, FYG White, Yellow, FY, FYG White, Yellow White, Yellow White, Yellow White White	Warranty: OL-1000 15 15 15 15 12 7 7 7	Warranty: OL-1200, OL-2000 12 10 10 10 7 7 7

^{*}T-1500 is the only approved beaded engineering grade for Trafficlet Xpress, it is not compatible with Trafficlet or Trafficlet Xpert

Table 2—TrafficJet Printed Work Zone Sign Configuration and Warranty for Spot Color Black

TrafficJet Spot Inks	Avery Dennison TrafficJet UV-LED Black Spot Color Only											
Overlay Film	Not required for temporary work zone signs using TrafficJet Black ink only											
Retroreflective Films: Approved for Trafficlet digital printing and corresponding warranty period	Sheeting Type (T/W)-11000 OmniCube (T/W)-7000 MVP (T/W)-6000D HIP (T/W)-2000 PEG	Sheeting Color White, FO White, FO White, Yellow, Orange White, Orange	Warranty (Years) 3 3 3 3									

TrafficJet Ink Durability

The TrafficJet inks referenced in this document are the only inks covered by this warranty. Users may find satisfactory results with other inks and inkjet systems, but warranty coverage is not provided by Avery Dennison, and use of other inks and inkjet systems may void any existing equipment warranty.

II. TrafficJet Process Color Printing Warranty for Outdoor Signs

Avery Dennison warrants to the Agency that an image created by process printing with Avery Dennison TrafficIet System in True Traffic Color configuration ("Product"), when printed in accordance with Avery Dennison Instructional Bulletins, will retain its usefulness as an informational sign when vertically mounted. Process printing is defined as any printing using cyan or magenta inks, or combining any two or more ink colors, to produce a printed color. This warranty is limited to inks supplied by Avery Dennison printed on Avery Dennison Sheeting, and requires proper application of Avery Dennison OL-1000, OL-1000 UV, OL-2000, or OL-2000 UV clear overlay film. See table 3.

If the Product deteriorates due to natural causes to the extent that the sign is ineffective for its advertising or informational purpose when viewed under normal conditions from the intended viewing distance, Avery Dennison will furnish a replacement amount of like Product at no cost to enable the installed surface to be restored to its original effectiveness.



Table 3—TrafficJet Printed Graphics Sign Configuration and Warranty for Process Colors

TrafficJet Spot Inks	Avery Dennison Cyan and Magenta with Spot Yellow and Black when printed via True Traffic Color configuration											
Overlay Film (required)	OL-1000 or OL-1000 UV Anti-Graffiti Film OL-1200 Anti-Dew Film OL-2000 or OL-2000 UV Film											
Retroreflective Films: Approved for TrafficJet digital printing and corresponding warranty period	Sheeting Type T-11000 OmniCube T-7500B T-7000 MVP T-6000 HIP T-2000D EG T-1500D EG T-1500B EG T-1500B EG T-1500 EG*	Sheeting Color White	Warranty (Years) 10 10 10 10 7 7 7 7									

^{*}T-1500 is the only approved beaded engineering grade for TrafficJet Xpress, it is not compatible with TrafficJet or TrafficJet Xpert

III. TrafficJet Process Color Printing Warranty for Vehicle Application

Avery Dennison warrants to the Agency that an image created by process printing with Avery Dennison TrafficJet System in True Traffic Color configuration ("Product"), when printed in accordance with Avery Dennison Instructional Bulletins, will retain its usefulness as a vehicle decal when vertically mounted. Process printing is defined as any printing using cyan or magenta inks, or combining any two or more ink colors, to produce a printed color. This warranty is limited to inks supplied by Avery Dennison printed on Avery Dennison sheeting, and requires proper application of Avery Dennison DOL1060Z or DOL1460Z. See table 4.

If the Product deteriorates due to natural causes to the extent that the sign is ineffective for its advertising or informational purpose when viewed under normal conditions from the intended viewing distance, Avery Dennison will furnish a replacement amount of like sheeting, ink, and overlay at no cost to enable the installed surface to be restored to its original effectiveness.

Table 4—TrafficJet Printed Graphics for Vehicle Application Configuration and Warranty—Process Colors

TrafficJet Spot Inks	Avery Dennison Cyan and Magenta with Spot Yellow and Black when printed via True Traffic Color configuration											
Overlay Film (required)	DOL 1060Z DOL 1460Z											
Retroreflective Films: Approved for Trafficlet digital printing and corresponding warranty period	Sheeting Type VisiFlex TM V-8000 V-4000	Sheeting Color White White	Warranty (DOL1060Z) 5 years	Warranty (DOL 1460Z) 4 years 4 years								

² Definition of vertically mounted—The sign stands upright at a right angle to the road and is no more than $\pm 10^{\circ}$ from vertical.



Warranty Conditions

This warranty shall be effective only if all of the following conditions are met:

- o Fabrication and/or installation of the printed item must occur within one (1) year from the date of purchase of the sheeting, TrafficJet ink, and overlay (as applicable)
- o The failure must have resulted solely from a manufacturing defect or deterioration of the Product due to natural causes. Without limiting the generality of the foregoing, there is no warranty for the failure of the sheeting due to improper sign fabrication, storage, handling, installation, maintenance, failure of the sign substrate, vandalism or mischief. Moderate color fading, cracking, chalking, edge lifting, or reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.
- o Avery Dennison has published instructional bulletins pertaining to the storage, handling, and cleaning of Product, approved substrates, and application procedures (collectively, the "Procedures"). The Product must have been processed and applied to blank, clean material in accordance with the Procedures, as such may be amended from time to time. Avery Dennison reserves the right to reject any warranty claim where the fabricator or installer cannot satisfactorily prove or demonstrate that the Avery Dennison procedures were utilized. The date of installation, warranty registration, and claim procedures established by Avery Dennison must be followed, and failure to follow such procedures shall void this warranty. Replacement Product carries only the unexpired warranty portion of the Product it replaces. The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet including adhesive and other material product data.

Warranty Limitations

This warranty shall be effective only if all of the following conditions are met: The remedies provided under this warranty are exclusive. In no event shall Avery Dennison be responsible for any direct, incidental or consequential damages or specific relief whether foreseeable or not, caused by defects in such Product, whether such damage occurs or is discovered before or after replacement or credit, and whether or not such damage is caused by Avery Dennison's negligence. In no event shall Avery Dennison's liability hereunder exceed the remedies specifically set forth in this warranty. Avery Dennison's liability shall be limited, at Avery Dennison's option, to the purchase price, replacement of the defective Product and in some cases when authorized by Avery Dennison the repair and replacement of the defective Product. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHERS. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND MANUALLY SIGNED BY AN OFFICER OF AVERY DENNISON.





The Universal Group

is a proud business member of Canadian Council for Indigenous Business

Jobs Rafall al

Tabatha Bull, *President & CEO* Canadian Council for Indigenous Business

31-Dec-2024



Schedule "B1"

PRICING

Schedule "C"

MARKETING AND PROMOTION OF AGREEMENT

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

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

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

The Supplier will actively promote the Agreement to Members by:

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

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

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

Schedule "D"

SAMPLE SALES REPORT



Supplier Name: OFFICE SUPPLY COMPANY Cance Contract Number: CAN-2024-IIII Month: June

CANOE SUPPLIER ADMIN FEE TEMPLATE Monthly Submission of Data Required

Member Number	Member Name	Province	Branch (if applicable)	Date of Purchase	Transaction Date	Accounting Date	PO#	Invoice #	Item Description	Category (Parts / Labour / Service)	Item cost	Miscellaneous	Freight	Subtotal	PST	GST/HST		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	29	0.27	5.59	5.32	5.00%	0.27
AMM5002	SAMPLE ONLY RM of your town	MB	WN	2/1/2024	2/25/2024	3/1/2024	TR33556	9955624	Trays	Parts	552.30	0.20	0.50	553.00	33.18	27.65	613.83	552.30	5.00%	27.62
SAR1222	SAMPLE ONLY Town of At Home	SK	RG	12/23/2023	1/31/2024	3/1/2024	202403)jj	9955625	Whiteboard	Parts	1,555.20		20.30	1,575.50	110.29	78.78	1,764.56	1,555.20	5.00%	77.76
Section 2																				
TOTALS										î .	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-UTL

Final Audit Report 2025-08-19

Created: 2025-08-15

By: Stéphanie Dion (stephanie@canoeprocurement.ca)

Status: Signed

Transaction ID: CBJCHBCAABAAqOKga7V-K3k9G00dZ1dKQoWNWEIiGOSA

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