



REQUEST FOR PROPOSAL #RFPTTA26-04

Procurement of One (1) Heavy-Duty Tire Changer
and One (1) Heavy-Duty Tire Balancer

Submit proposals in PDF format to: procurement@tidaltransit.ca

RFP #: RFPTTA26-04

Due: October 6th @ 2pm Atlantic

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1. SECTION 1 – INVITATION

1.1 Purpose and Intent

Tidal Transit Authority (“TTA”) is seeking proposals from Proponents for the supply and delivery of one (1) Heavy-Duty Tire Changer, one (1) Heavy-Duty Tire Balancer, and required accessories for the proposed equipment to service the TTA bus fleet. Offloading, assembly, product demonstration and training is a required part of this proposal and must be included in your pricing. Products offered must be new and current year models. The information contained in this RFP is supplied solely as a guideline for Proponents. While every reasonable attempt has been made to ensure its accuracy, TTA does not guarantee or warrant its accuracy.

The Heavy-Duty Tire Changer and Heavy-Duty Wheel Balancer shall be supplied as a matched combination from the same manufacturer or product line to ensure compatibility, standardized controls, operator training, and efficient maintenance support.

TTA will only accept Proposals that include both a Heavy-Duty Tire Changer and a Heavy-Duty Wheel Balancer. Partial compliance will not be accepted. Both the Heavy-Duty Tire Changer and Heavy-Duty Wheel Balancer must pass all Mandatory Specifications outlined in this RFP. If either the Heavy-Duty Tire Changer or the Heavy-Duty Wheel Balancer fail to meet any Mandatory Specification, the entire submission will be deemed non-compliant and refused, regardless of whether the other piece of equipment meets its Mandatory Specifications.

1.2 RFP Content

This RFP contains the following Appendices:

- Appendix A: Pass / Fail Evaluation Form
- Appendix B: Form of Agreement

1.3 Definitions and Interpretation

In this RFP:

“Agreement” means the formal written agreement to provide the Product to be negotiated and signed by TTA and the successful Proponent (if any), substantially in the form set out in Appendix B.

“Proponent” or **“Bidder”** means the entity or person that makes a Proposal. These terms are interchangeable.

“Proposal” or **“Bid”** means a response to this RFP made by a Proponent. These terms are interchangeable.

“Services” means the work, tasks, activities, materials and other deliverables to be performed or provided by the Proponent as more particularly described in Appendix B: Project Overview, Scope of Work and Timelines.

“Scope of Work” TTA requests proposals from suppliers for the supply and delivery of one (1) Heavy-Duty Tire Changer and one (1) Heavy-Duty Tire Balancer for use in the transit maintenance facility.

“Sub-contractor” means a person or entity having a direct contract with the Proponent to perform a part or parts of the Services.

“Submission Deadline” means the date and time set out on the title page of this RFP or any amendment to that date and time made by TTA by way of addendum to that date and time.

“RFP” means this Request for Proposals in respect of the Services/Goods which includes all addenda that may be issued in respect of the RFP prior to the Submission Deadline.

Where the words **“must”**, **“shall”** or **“will”** appear in this RFP, the clause is to be considered as a mandatory requirement.

Other capitalized terms shall have the meaning as set out in the RFP.

2. SECTION 2 - INSTRUCTIONS

2.1 Submission Deadline

ELECTRONIC BID SUBMISSIONS ONLY, shall be received as a PDF file to email: procurement@tidaltransit.ca.

Hardcopy submissions not permitted. Late submissions are not permitted.

2.2 Submission Requirements

Each submission shall include the following components:

2.2.1 MANDATORY TECHNICAL SPECIFICATION COMPLIANCE

Proponents shall complete the attached Appendix A Mandatory Technical Specification Form indicating compliance on a Yes/No basis for each requirement. Where applicable, Proponents may include brief explanatory notes to clarify compliance or functionality.

2.2.2 PRODUCT INFORMATION

Proponents shall provide product brochures, technical data sheets, and any relevant manufacturer documentation clearly identifying the proposed equipment including make, model, and configuration.

2.2.3 WARRANTY INFORMATION

Proponents shall provide a detailed description of warranty coverage for all proposed equipment, including duration, coverage terms, and any limitations or exclusions.

2.2.4 TRAINING INFORMATION

Proponents shall provide a summary of the proposed training program, including scope, duration, delivery method, and any included on-site training for maintenance staff.

Proponents may edit or withdraw their Bid Submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted Proposal is received by TTA prior to the Submission Deadline.

TTA may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

2.3 Submitting Questions and Receiving Addenda

Questions related to this RFP are to be submitted prior to the Question Deadline to the email: procurement@tidaltransit.ca

TTA is not obligated to provide a response to questions received after the identified Question Deadline but may do so at its own discretion.

It is the responsibility of each Proponent to ensure they have received all Addenda that are issued.

2.4 Proposal Format and General Instructions

- (a) Proposals shall be made from a combination of requested uploaded documents. Proponents should carefully review all instructions provided, as well as all attachments prior to developing their Proposals to ensure information is being captured.
- (b) A Proponent should ensure that the information provided in its Proposal is stated clearly and concisely. Simplicity and clarity of

responses are important. Proponents should avoid including extraneous or irrelevant information.

- (c) Unless otherwise specified, all Proposals are to be in English only.
- (d) Proponents are encouraged to prepare their Proposals in a manner which permits and facilitates the inclusion of proposal extracts in the Agreement (such proposal extracts to be included in the Agreement at the sole discretion of TTA).

2.5 Proposal Content

Proponents are advised to carefully review the Evaluation Criteria identified within the Bid Document prior to preparing their Proposals in response to this RFP.

2.5.1 WORK PLAN / METHODOLOGY / IMPLEMENTATION

The Proposal must include a description of how the Proponent intends to provide the Services. The description should include the following:

(a) *A Work Plan*

Proponents should provide a detailed project work plan which outlines the deliverables to be provided, timelines, and the Proponent's methodology for proceeding with the various stages of the Proposal. The work plan should include sufficient detail to ensure that the merits of the work plan and the likelihood of success can be evaluated. It should further include information on specific activities, tasks and timeframes and allocated human resources for each activity and stage of the Services. **The successful Proponent's work plan will become part of the Agreement.**

(b) *Project Management Methodology*

Proponents should describe their project management methodology, including:

- i. Methods of cost control throughout all stages of providing the Goods and Services.
- ii. Method of schedule control throughout all stages of the Proposal, including but not limited to, establishing and tracking of milestones, provision of adequate consultant resources to the project within the current and future workloads of the Proponent and Sub-contractor entities; and
- iii. Information on monitoring and reporting systems, performance measurements and quality control.

(c) *Risk Assessment and Mitigation Plan*

Proponents are encouraged to prepare a Proposal that will provide the best possible product. Proponents should provide a detailed assessment of the potential risks and a mitigation plan for ensuring the Goods and Services are delivered in accordance with the requirements of this RFP.

2.6 Pricing Submission

To be completed in the “Schedule of Pricing” section in the proposal. Where appropriate, an opportunity to include pricing for provisional or alternative services/goods will be made available in the Schedule of Prices section.

The Proponent must indicate all prices in Canadian dollars.

3. SECTION 3 - EVALUATION AND SELECTION

3.1 Evaluation Committee

The evaluation committee may be comprised of representatives of TTA; subject matter experts and any stakeholders as may be selected at TTA’s discretion.

By submitting a proposal, the Proponent understands that all decisions on the degree to which a proposal meets the evaluation criteria are solely within the purview and judgement of the evaluation committee. In cases of dispute as to whether an item or service meets the RFP requirements, the decision of the evaluation committee shall be final and binding.

3.2 Evaluation Process

The evaluation process involves three stages.

If only one Proposal successfully passes Stage 1, TTA reserves the right, at its sole discretion, to waive Stages 2 and 3 and proceed directly to execution stage, provided the Proposal is determined to be acceptable and represents best value to TTA.

3.2.1 STAGE 1: MANDATORY SUBMISSION REQUIREMENTS (PASS/FAIL)

Proposals received by the Submission Deadline will be assessed to determine which fulfil the mandatory submission requirements contained in Appendix A of this RFP. Proposals that are not completed in accordance with the

requirements in Appendix A and subsequent evaluation phases of this RFP will, in TTA's sole discretion, be disqualified and not evaluated further.

Proponents must demonstrate compliance with 100% of the Mandatory Technical requirements outlined in Appendix A for both the Heavy-Duty Tire Changer and Heavy-Duty Tire Balancer.

Any Proposal that fails to meet one or more Mandatory Technical Specifications will be deemed non-compliant and will not proceed to Stage 2.

3.2.2 STAGE 2: SCORED TECHNICAL EVALUATION

Proposals that successfully pass Stage 1 will be evaluated based on the following criteria:

Evaluation Category	Points
Technology and Performance Features	60
Suitability for Transit Bus Fleet	20
Warranty and After-Sale Support	20
Total Available Points	100

Technology and Performance Features – 60 Points

This category evaluates the technical capabilities, automation, diagnostic features, balancing accuracy, and overall performance of the proposed equipment. Preference may be given to equipment with advanced features that improve wheel and tire assembly, make the operator's job easier, and help reduce mounting and balancing errors.

Technology and Performance Features	Points
Heavy Duty Tire Changer features, operator assistance features, technology and systems designed to reduce manual intervention and improve service efficiency	15
Heavy Duty Balancer accuracy, automated wheel measurement technology, and precision balancing features	15
Advanced diagnostic capabilities, including road force measurement, force variation analysis, tire uniformity diagnostics, and wheel runout analysis	15
Integrated technologies that improve wheel-to-tire matching, vibration diagnosis, and the identification and correction of wheel and tire assembly issues	15
Subtotal	60

Additional consideration may be given to equipment offering:

- Laser-guided or equivalent weight placement technologies.
- Automated centering verification.
- Advanced vibration diagnostic capabilities.
- Features that improve balancing consistency and reduce operator dependency.

Equipment incorporating multiple advanced technologies may receive higher evaluation scores where such features provide measurable operational or performance benefits to TTA.

Suitability for Transit Bus Fleet – 20 Points

This category evaluates how well the proposed equipment is designed and supported for use in a transit bus fleet maintenance environment.

Suitability for Transit Bus Fleet	Points
Suitability for tire assemblies used in TTA transit bus fleet	6
Equipment durability, build quality, and design features intended for continuous heavy-duty service	5
Productivity enhancing features that reduce service time and improve maintenance efficiency	5
Ease of operation, adoption, and comfortability of user	4
Subtotal	20

Additional consideration may be given to equipment with a demonstrated history of use in transit, commercial fleet, or heavy-duty maintenance facilities. Preference may be given to equipment offering features that improve productivity, reduce service time, and provide consistent results.

Warranty and After-Sales Support – 20 Points

This category evaluates the Proponents ability to provide long-term equipment support, technical expertise, service responsiveness, and part availability.

Warranty and After-Sales Support	Points
Warranty coverage, including duration, scope, and inclusion of parts and labor	5
Availability and proximity of authorized service and technical support personnel	5
Availability of replacement parts	5
On-site training, installation support, and ongoing technical assistance	5
Subtotal	20

Preference may be given to equipment supported by experienced service personnel with expertise in heavy-duty tire service equipment.

Total Available Points: 100

To advance to Stage 3, a Proposal must achieve a minimum score of 78 out of 100 points in Stage 2.

Any Proposal scoring less than 78 points will be eliminated from further consideration.

3.2.3 STAGE 3: PRICE EVALUATION AND AWARD

Only Proposals that successfully complete Stages 1 and 2 will proceed to the Price Evaluation and Award Stage. The contract award will be made to the compliant Proponent achieving the lowest total price.

The lowest-priced Proposal among those meeting all mandatory requirements and achieving the minimum Stage 2 technical score shall receive the award recommendation.

TTA reserves the right to verify proposal information and request clarification during the evaluation process. Clarifications shall not be an opportunity for a Proponent to modify its proposal.

3.3 Contract Execution

3.3.1 SELECTION OF TOP-RANKED PROPONENT

The top-ranked Proponent, as established through the evaluation process described above, will receive a Notification or Intent to Award written notice with an invitation to execute the Form of Agreement (see Appendix B).

3.3.2 EXECUTION OF THE FORM OF AGREEMENT

The top-ranked Proponent shall then return an executed copy of the Form of Agreement within the timeframe specified by TTA in the formal written notice.

The Form of Agreement in such circumstances shall be executed without substantial amendment, except for changes, modification or additions:

- (a) To those provisions or parts of the form of Agreement that are expressly indicated as being subject to completion or finalization, or which the TTA determines in its discretion require completion or finalization;
- (b) That are necessary to create or provide for a legally complete, enforceable and binding agreement; or
- (c) That enhance clarity in legal drafting.

3.4 Notification to Proponents

A Proponent that is disqualified during the evaluation process will be notified of the disqualification.

TTA will notify all Proponents of the outcome of the RFP process after the Agreement is signed.

If TTA is unable to enter into an Agreement with any Proponent, all Proponents will be given written notice of decision.

Proponents may request a debriefing after the posting of the outcome of the procurement process. Prior to submitting any formal complaints or commencing legal proceedings, Proponents are encouraged to utilize the debriefing meeting or to speak with the RFP contact regarding any concerns.

4. SECTION 4 - PROCUREMENT TERMS AND CONDITIONS

The submission of a Proposal shall be considered as an agreement to all the terms and conditions provided herein. Any Proposal containing exceptions to the terms and conditions of the RFP or the resulting contract may be rejected by TTA for non-compliance.

4.1 General Information and Instructions

4.1.1 REPRESENTATIONS AND WARRANTIES OF THE PROPONENT

By submitting a proposal, the Proponent represents and warrants that:

- (a) It has read, understood and considered this RFP and all associated addenda prior to the Submission Deadline.
- (b) Such Proposal is genuine and not false or collusive or made in the interest or on behalf of any person not therein named, and that the Proponent has not, directly or indirectly, induced or solicited any other Proponent to put in a false bid, or any other person, firm or corporation to refrain from bidding, and that the Proponent has not in any manner sought by collusion to secure to the Proponent an advantage over any other Proponent.
- (c) It has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labour, supplies, materials, equipment, or service called for in the procurement documents.
- (d) It has checked its Proposal for errors and omissions.
- (e) The amounts stated in its Proposal are correct.
- (f) It is familiar with and will abide by all Federal and Provincial laws and regulations and all bylaws and policies of TTA that may affect the performance of the Proponent in fulfilling the contract or the persons engaged or employed in the performance of the Agreement.

4.1.2 PROPONENT CONDUCT

TTA expects employees and contractors in its employ to conduct themselves appropriately with respect to human rights, occupational health and safety, and environmental stewardship. Conduct detrimental to TTA by a Proponent or any of its employees, agents, contractors or representatives may lead to disqualification.

For more information about TTA's expectations regarding its employees' and contractors' conduct, please see the Authorities policies available on the website: www.tidaltransit.ca

4.1.3 NO LOBBYING

A Proponent shall not, in relation to this RFP 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 successful Proponent.

Any attempt by the Proponent or any of its employees, agents, contractors or representatives to contact members of TTA's Board of Directors, Tidal Transit staff or members of the evaluation committee not identified as contacts in this RFP with respect to this RFP prior to the Board or General Manager awarding the contract for this RFP may lead to disqualification and the rejection of the Proponent's Proposal.

4.1.4 ILLEGAL OR UNETHICAL CONDUCT

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall 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 TTA; 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 RFP.

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Proponent to whom the contract was so awarded shall be liable to TTA for all loss or damage which TTA may suffer thereby, and TTA may advertise for a new contract and for said labour, supplies, materials, equipment or service.

4.1.5 COST OF PROPOSALS

Proponents are solely responsible for their own expenses incurred as a result of their participation in the procurement process, including, but not limited to, the preparation and submission of the Proposal, the presentation of the Proposal (if applicable), and any travel incurred from attending interviews and/or discussions related to the Agreement.

4.2 Confidential Information

4.2.1 CONFIDENTIAL INFORMATION OF TIDAL TRANSIT AUTHORITY

All information provided by or obtained from TTA in any form in connection with this RFP either before or after the issuance of the RFP (a) is the sole property of TTA and must be treated as confidential; (b) is not to be used for any purpose of that replying to this RFP and the performance of the Agreement for the Services; and (c) must not be disclosed without prior written authorization from TTA.

4.2.2 CONFIDENTIAL INFORMATION OF THE PROPONENT

Proponents agree to public disclosure of the contents of its submission in response to the RFP subject to the provisions of the *Municipal Government Act* (Nova Scotia) relating to Freedom of Information and Protection of Privacy. Anything in the submission that the Proponent considers to be personal information or confidential information of a proprietary nature should be marked “confidential” and will be subject to appropriate consideration of the *Municipal Government Act* (Nova Scotia) as noted above. The work described in this RFP is being conducted with public funds, and the fees and expenses proposed in the Proponent’s submission may be made public.

4.3 Reserved Rights of Tidal Transit Authority

4.3.1 RESERVED RIGHTS

TTA reserves the right to:

- (a) Make public the names of any or all Proponents.
- (b) Waive minor formalities that do not constitute mandatory submission requirements or mandatory technical requirements.
- (c) Verify with any Proponent or with a third party any information set out in a Proposal.
- (d) Suspend or cancel this RFP at any time for any reason without penalty.
- (e) Modify the terms of this RFP at any time in its sole discretion.

- (f) Reject any and all Proposals or accept any Proposal or part thereof and may award all or a portion of the work to one or more Proponents.
- (g) Accept a Proposal other than the highest scoring Proposal.
- (h) Name a successful Proponent on the basis of initial offers received or to further request from Proponents a “Best and Final Offer”.
- (i) Reject any or all Proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of TTA.
- (j) Waive any informalities, formalities, technicalities or to reject any or all Proposals based on incomplete proposals, the Proponent’s lack of proven experience, performance on similar projects or the suitability of proceeding with the execution of the work.
- (k) Reject the proposal of any Proponent if, after an investigation of the information submitted by the Proponent, the Proponent fails to satisfy TTA that the Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- (l) Issue a new RFP for the same or similar Services.

4.3.2 OVER-BUDGET PROPOSALS

If all Proposals exceed TTA’s estimated contract value, TTA may, in its discretion:

- (a) Award the contract for the proposed amount.
- (b) Negotiate changes in the scope of work with the highest scoring proponent to achieve an acceptable contract price; or
- (c) Cancel the RFP and conduct a new procurement for the same or similar Services.

4.4 **Limitation of Liability**

By submitting a Proposal, each Proponent agrees that:

- (a) Neither TTA nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim, loss or damage arising out of this Proposal process including, but not limited to, costs of preparation of the Proposal, loss of profits, loss of opportunity or any other claim;
- (b) The Proponent irrevocably waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the

Proposal, loss of profit or loss of opportunity by reason of TTA's decision to not accept the Proposal submitted by the Proponent, to enter into an agreement with any other supplier or Proponent (including a non-compliant Proponent) or to cancel this RFP process; and

- (c) In the event that competent jurisdiction determines that (a) and/or (b) is inapplicable or unenforceable, TTA's liability in such circumstances shall be limited to the lesser of \$500 and the Proponent's costs of preparing its Proposal.

4.5 Interpretation

The terms and conditions in this RFP are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision.

Any Proponent who believes that this RFP contains an error, inconsistency or omission should submit a question to the email: procurement@tidaltransit.ca prior to the Submission Deadline.

5. SECTION 5 – PROJECT TIMELINES

Project Timeline	
Milestone	DATE
RFP Release	September 10 th , 2026, 2:00PM
Questions Due	September 24, 2026, 2:00PM
Proposal Deadline	October 8, 2026, 2:00PM
Evaluation Period	October 12-16, 2026
Anticipated Award	October 28, 2026

NOTE: 2:00PM ATLANTIC TIME FOR ALL MILESTONES LISTED ABOVE

6. APPENDIX A: MANDATORY TECHNICAL SPECIFICATIONS CHECKLIST

**Mandatory Technical Specifications
Commercial Heavy-Duty Tire Changer**

		<i>YES/NO</i>
<i>Wheel Diameter Range</i>	<i>15"-24" (35.5-66cm)</i>	
<i>Maximum Tire Diameter</i>	<i>58"</i>	
<i>Maximum Wheel Width</i>	<i>27"</i>	
<i>Maximum Wheel Assembly Weight</i>	<i>1,545lbs</i>	
<i>Wheel Clamping Method</i>	<i>Self-centering tulip style clamp Aluminum jaw covers</i>	
<i>Wheel Type</i>	<i>Aluminum, Steel wheel</i>	
<i>Bead Breaking</i>	<i>Dual roller-assisted bead breaking system.</i>	
<i>Mount and Dismount Method</i>	<i>Roller-assisted mounting and dismounting system, designed to minimize the use of manual tools, or excessive operator force.</i>	
<i>Match Mounting</i>	<i>Integrated Match Mounting capability</i>	
<i>Wheel/Tire loading onto changer Method</i>	<i>Two manufacturer-built-in loading ramps</i>	
<i>Max overall Dimensions (Width, Height, Depth) In INCHES</i>	<i>(65 " x 86 " x 52 ")</i>	
<i>Maximum unit weight</i>	<i>1,300 lbs.</i>	
<i>Power requirements</i>	<i>208-240V, 1 Phase</i>	
<i>Warranty</i>	<i>Minimum 1-year manufacturer's warranty covering parts and labor.</i>	

Make / Model: _____

Delivery Date / Time: _____

Nearest Service Center: _____

Warranty: _____

Mandatory Technical Specifications Commercial Heavy-Duty Tire Balancer

		YES / NO
Maximum Tire Diameter	48"	
Maximum Tire Width	19.5"	
Maximum Tire Weight	500LBS	
Wheel Type	Aluminum, Steel wheel	
Wheel Diameter Range	12"-28"	
Wheel Lift Mechanism	Integrated wheel lift mechanism	
Wheel Measurement Method	Fully Automatic, non-contact wheel diameter measurement.	
Advance Balance Method	Diagnostic load roller for road force measurement	
Runout Measurement	Ability to measure radial and lateral runout	
Calibration feature	Automatic Calibration feature	
Operator Controls	Touchscreen	
Max overall Dimensions (Width, Height, Depth) In INCHES	(71 " X 88 " X 73.5 ")	
Maximum unit weight	900 lbs	
Power requirements	208-240V, 1 Phase	
Warranty	Minimum 1-year manufacturer's warranty covering parts and labor.	

Make / Model: _____

Delivery Date / Time: _____

Nearest Service Center: _____

Warranty: _____

7. APPENDIX B: FORM OF AGREEMENT

FORM OF AGREEMENT

This Agreement is made effective as of _____ day of _____, _____ for the purchase of one (1) Heavy-Duty Tire Balancer and one (1) Heavy-Duty Tire Changer.

BETWEEN:

Tidal Transit Authority
29 Crescent Drive
New Minas, Nova Scotia
B4N 3G7
(the "Purchaser")

AND

[LEGAL NAME OF SUCCESSFUL PROPONENT]

[Address]

[Address]

[Address]

(the "Supplier")

The Purchaser and the Supplier are collectively referred to as the "Parties."

1. Agreement

The Purchaser has issued a Request for Proposals titled RFPTTA26-04 (the "RFP") for the supply and delivery of one (1) heavy-duty tire balancer and one (1) heavy-duty tire changer, and associated supplies.

The Supplier has submitted a proposal in response to the RFP dated _____ (the "Proposal").

The Purchaser has accepted the Supplier's Proposal and agrees to purchase, and the Supplier agrees to supply, the equipment described in the RFP and the Proposal, subject to the terms and conditions of this Agreement.

2. Contract Documents

The following documents form part of this Agreement and shall be read together:

- a. this Form of Agreement;
- b. the Purchaser's RFP, including all specifications, requirements, schedules and addenda;
- c. the Supplier's Proposal, including the pricing and technical information submitted in response to the RFP;
- d. any written clarifications or amendments agreed to by the Parties; and
- e. any other documents expressly incorporated into this Agreement.

In the event of a conflict or inconsistency between the Contract Documents, the following order of precedence shall apply:

- f. this Form of Agreement;
- g. the RFP and any issued addenda;
- h. the Supplier's Proposal; and
- i. other supporting documentation.

3. Equipment

The Supplier shall supply the following equipment in accordance with the requirements of the RFP:

Heavy-Duty Tire Balancer

Manufacturer: _____

Model: _____

Heavy-Duty Tire Changer

Manufacturer: _____

Model: _____

The equipment supplied shall be new, unused, and current production equipment unless otherwise expressly stated in the Supplier's Proposal and accepted by the Purchaser.

The equipment shall meet or exceed all mandatory specifications and requirements identified in the RFP.

4. Contract Price

The total purchase price for the equipment shall be:

Subtotal: \$ _____

HST: \$ _____

Total: \$ _____

The Contract Price includes all costs identified in the RFP and the Supplier's Proposal, including, where applicable, delivery, freight, installation, commissioning, training and any other costs necessary to provide the equipment in accordance with the Contract Documents.

5. Delivery and Installation

The Supplier shall deliver the equipment to:

Tidal Transit Authority
29 Crescent Drive
New Minas, Nova Scotia
B4N 3G7

Expected delivery date: _____

Where installation and commissioning are included in the Proposal, the Supplier shall install and commission the equipment in accordance with the manufacturer's requirements and the RFP.

The Supplier shall coordinate delivery and installation with the Purchaser and shall not deliver equipment to the Purchaser's premises without prior confirmation of the delivery date and arrangements.

6. Inspection and Acceptance

The Purchaser shall have the right to inspect and test the equipment upon delivery and installation.

Acceptance of the equipment shall be subject to the equipment:

- a. conforming to the specifications and requirements of the RFP;
- b. matching the equipment identified in the Supplier's Proposal;
- c. being free from defects in materials and workmanship;
- d. being properly installed and commissioned, where applicable; and
- e. being capable of performing the functions represented by the Supplier.

Payment or acceptance of delivery shall not constitute a waiver of the Purchaser's rights in respect of latent defects, warranty claims or non-conformance with the Contract Documents.

7. Warranty

The Supplier shall provide the full manufacturer's warranty applicable to the equipment, together with any additional warranty offered in the Supplier's Proposal.

Warranty terms shall include, at a minimum:

Heavy-Duty Tire Balancer: _____

Heavy-Duty Tire Changer: _____

The Supplier shall identify any exclusions, limitations, travel charges, labour charges, parts charges or other costs that may apply during the warranty period.

8. Training and Documentation

Where required by the RFP, the Supplier shall provide training to Purchaser personnel on the safe and proper operation and maintenance of the equipment.

The Supplier shall provide all applicable operator manuals, maintenance manuals, warranty documentation and other documentation supplied by the manufacturer.

9. Payment

Payment shall be made by the Purchaser in accordance with the payment terms established in the RFP and the Supplier's Proposal, following satisfactory delivery, installation and acceptance of the equipment, as applicable.

The Supplier shall submit invoices to:

Tidal Transit Authority
accountingclerk@tidaltransit.ca

10. Changes

No change to the equipment, specifications, Contract Price or other material term of this Agreement shall be binding unless authorized in writing by the Purchaser.

11. Compliance with Laws

The Supplier shall comply with all applicable federal, provincial and municipal laws, regulations, codes and standards relating to the supply, delivery, installation and operation of the equipment.

The Supplier shall ensure that the equipment meets all applicable Canadian safety and regulatory requirements.

12. Insurance and Liability

The Supplier shall maintain any insurance required by the RFP and shall be responsible for loss, damage or liability arising from its performance of the Agreement to the extent provided by law and the Contract Documents.

13. Termination

The Purchaser may terminate this Agreement in accordance with the termination provisions set out in the RFP.

Where the RFP does not establish specific termination provisions, either Party may terminate this Agreement for material breach where the breach has not been remedied within a reasonable period following written notice.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the applicable laws of Canada.

15. Entire Agreement

This Agreement and the Contract Documents constitute the entire agreement between the Parties concerning the purchase of the equipment and supersede all prior discussions, representations and agreements relating to the subject matter of this Agreement, except as expressly incorporated into the Contract Documents.

16. Authority

Each person signing this Agreement represents that they have the authority to bind the Party on whose behalf they are signing.

-----Signing Page to Follow-----

TIDAL TRANSIT AUTHORITY

Per: _____

Name: _____

Title: _____

Date: _____

[LEGAL NAME OF SUPPLIER]

Per: _____

Name: _____

Title: _____

Date: _____

DRAFT