



# **Request for Quotation for Supply and Delivery of Reflectorizing Glass Beads**

Request for Quotation No.:	<b>2018-Q-07</b>
Issued:	<b>Thursday March 01, 2018</b>
Submission Deadline:	<b>2:00pm on Tuesday March 27, 2018</b>
Submission	<b>THE PURCHASING OFFICE</b>
Location:	<b>The Regional Municipality of Niagara Campbell West Building 1815 Sir Isaac Brock Way Thorold, Ontario, L2V 4T7</b>

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## TABLE OF CONTENTS

---

<b>Part 1 – Invitation and Submission Instructions .....</b>	<b>1</b>
1.1 Invitation to Bidders .....	1
1.2 Niagara Region's Procurement Bylaw .....	1
1.3 Niagara Region Contact.....	1
1.4 Accommodations for Bidders with Disabilities.....	2
1.5 Contract for Deliverables .....	2
1.6 RFQ Timetable .....	2
1.7 Site Inspection .....	2
1.8 Bid Submission .....	2
<b>Part 2 – Evaluation of Bids .....</b>	<b>5</b>
2.1 Stages of Bid Evaluation.....	5
2.2 Stage I – Mandatory Requirements .....	5
2.3 Stage II – Pricing .....	5
2.4 Selection of Lowest Compliant Bidder .....	5
<b>Part 3 – Terms and Conditions of the RFQ Process .....</b>	<b>6</b>
3.1 General Information and Instructions.....	6
3.2 Communication after Issuance of RFQ.....	7
3.3 Finalization of Contract, Notification and Debriefing .....	8
3.4 Conflict of Interest and Prohibited Conduct.....	9
3.5 Confidential Information .....	11
3.6 Reserved Rights, Limitation of Liability and Governing Law .....	12
<b>Appendix A – Contract Terms and Conditions .....</b>	<b>15</b>
<b>Appendix B – Form of Quotation .....</b>	<b>17</b>
<b>Appendix C – Pricing Form .....</b>	<b>19</b>
<b>Appendix D – RFQ Particulars .....</b>	<b>22</b>
A. The Deliverables .....	22
B. Material Disclosures.....	22
C. Mandatory Requirements.....	22
<b>Appendix E – Conditions of Award.....</b>	<b>24</b>
<b>Appendix F – Bid Irregularities .....</b>	<b>26</b>
<b>Appendix G - Ministry of Transportation Specification OPSS 1750.....</b>	<b>28</b>

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## Part 1 – Invitation and Submission Instructions

### 1.1 Invitation to Bidders

This Request for Quotation (“RFQ”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective bidders to submit bids for the provision of **Supply and Delivery of Reflectorizing Glass Beads**, as further described in Appendix D – RFQ Particulars (the “Deliverables”).

#### Intent

This Quotation provides for the supply and delivery of Reflectorizing Glass Beads that is used in Traffic Paint, supplied to Regional Municipality of Niagara (the “Region”), based on Ministry of Transportation of (MTO) specification #1750 standard (**Appendix-G**) in accordance with the terms and conditions of this Quotation.

Please refer to Appendix D – RFQ Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the bidder must satisfy if selected to enter into a contract for the Deliverables.

### 1.2 Niagara Region’s Procurement Bylaw

Niagara Region’s procurement processes are governed by its [Procurement By-Law No. 02-2016](http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) (<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>) (“Niagara Region’s By-law”). It is the bidder’s responsibility to become familiar with and comply with Niagara Region’s By-law.

If the terms of the RFQ are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFQ will prevail.

### 1.3 Niagara Region Contact

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

Jayan Perera, Purchasing Agent, tel: 905-980-6000 ext. 3656  
E-Mail: [Jayan.perera@niagararegion.ca](mailto:Jayan.perera@niagararegion.ca)

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.4 Accommodations for Bidders with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFQ process.

If a bidder requires this RFQ in a different format to accommodate a disability, the bidder must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFQ in the different format will be issued only to the requesting bidder and all addenda will be issued in such different format only to the requesting bidder.

### 1.5 Contract for Deliverables

The selected bidder will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFQ (the “Contract”). It is Niagara Region’s intention to enter into the Contract with only one (1) legal entity

### 1.6 RFQ Timetable

Item	Date
Issue Date of RFQ	<b>Thursday March 01, 2018</b>
Deadline for Questions	<b>Noon on (local time) Wednesday March 21, 2018</b>
Deadline for Issuing Addenda	<b>Thursday March 22, 2018</b>
Submission Deadline	<b>2:00pm on Tuesday March 27, 2018</b>
Public Opening Niagara Region Headquarters, Campbell West, 1815 Sir Isaac Brock Way, Thorold, ON L2V 4T7	<b>2:15pm on Tuesday March 27, 2018</b>
Anticipated Date for Entering into Contract	<b>April 20, 2018</b>

The RFQ timetable is tentative only, and may be changed by Niagara Region at any time.

### 1.7 Site Inspection

Not applicable

### 1.8 Bid Submission

#### 1.8.1 Bids Must Be Submitted to Prescribed Location

**Bids must be submitted at:**

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### THE PURCHASING OFFICE

The Regional Municipality of Niagara  
Campbell West Building  
1815 Sir Isaac Brock Way  
Thorold, Ontario L2V 4T7

#### 1.8.2 Bids Must Be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the RFQ on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

#### 1.8.3 Bids Must Be Submitted in Prescribed Format

Bidders must submit **one (1)** hard copy of their bid enclosed in a sealed envelope that is prominently marked with the RFQ title and number (see RFQ cover page) and the full legal name and return address of the bidder.

#### 1.8.4 Bid Submission Content

Bidders must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFQ Particulars. Other than inserting the information requested, a bidder may not make any changes to any of the required forms included in this RFQ. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified. Irregularities in bid submissions will be addressed in accordance with Appendix F – Bid Irregularities.

#### 1.8.5 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace.

#### 1.8.6 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the bidder. Withdrawn bids will be returned unopened to the bidder.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.8.7 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **ninety (90) days** running from the moment that the Submission Deadline passes.

[End of Part 1]

## **Part 2 – Evaluation of Bids**

### **2.1 Stages of Bid Evaluation**

Niagara Region will conduct the evaluation of bids in accordance with the stages set out below.

### **2.2 Stage I – Mandatory Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory requirements. Bids that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFQ Particulars.

### **2.3 Stage II – Pricing**

Upon completion of Stage I, the pricing submitted by each compliant bidder will be evaluated in accordance with Appendix C – Pricing Form.

### **2.4 Selection of Lowest Compliant Bidder**

Subject to Niagara Region's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]

## **Part 3 – Terms and Conditions of the RFQ Process**

### **3.1 General Information and Instructions**

#### **3.1.1 RFQ Incorporated into Bid**

All of the provisions of this RFQ are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this RFQ, including the terms of the Contract in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFQ, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions and Submit Only Requested Information**

Bidders should structure their bids in accordance with the instructions in this RFQ. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that bidders have not been instructed to submit.

#### **3.1.3 Bids in English**

All bids are to be in English only.

#### **3.1.4 Information in RFQ Only an Estimate**

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

#### **3.1.5 Examination of Site**

Not applicable.

Bidders are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their bids.

#### **3.1.6 Bidders Shall Bear Their Own Costs**

The bidder shall bear all costs associated with or incurred in the preparation and submission of its bid.

#### **3.1.7 Bid to Be Retained by Niagara Region**

Except as otherwise provided in this RFQ, Niagara Region is under no obligation to return the bid or any accompanying documentation submitted by a bidder.



## PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

### **3.1.8 Trade Agreements**

Bidders should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFQ.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

Notwithstanding section 1.5, Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Bidders to Review RFQ**

Bidders shall promptly examine all of the documents comprising this RFQ, and

- a) shall report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the bidder to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the bidder concerning this RFQ or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This RFQ may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all bidders by addenda issued in the same manner that this RFQ was originally issued. Each addendum forms an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Bidders are responsible for obtaining all addenda issued by Niagara Region. In the Form of Quotation (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

## PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify and Supplement**

When evaluating bids, Niagara Region may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that bidder's bid.

## **3.3 Finalization of Contract, Notification and Debriefing**

### **3.3.1 Selection of Bidder and Finalization of Contract**

Notice of selection by Niagara Region to the selected bidder shall be in writing. The selected bidder shall enter into the Contract in the form attached as Appendix A to this RFQ and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFQ, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

### **3.3.2 Failure to Enter into Contract**

In addition to all other remedies available to Niagara Region, if a selected bidder fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFQ, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and either proceed with the selection of another bidder or cancel the RFQ process.

### **3.3.3 Notification to Other Bidders**

Once the Contract is entered into by Niagara Region and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this RFQ was originally posted of the outcome of the procurement process.

### **3.3.4 Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

## PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

### 3.3.5 Bid Dispute Resolution Procedure

If a bidder wishes to challenge the RFQ process, the bidder must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within seven (7) days from the conclusion of the bid opening process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

- a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the bidder to explain the RFQ process that led to the selection of the successful bidder.
- b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- c) Should the bidder continue to have concerns about the RFQ process and is not satisfied with the decision, the bidder may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the bidder and Niagara Region.
- d) The recommended mediator will be approved by both the bidder and Niagara Region.
- e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- f) Costs for the mediator shall be equally shared by Niagara Region and the bidder.
- g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

### 3.4 Conflict of Interest and Prohibited Conduct

#### 3.4.1 Conflict of Interest

Niagara Region may disqualify a bidder for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

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

- a) in relation to the RFQ process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFQ process; or

## PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, bidders should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a bid if the supplier participated in the preparation of the RFQ, and any such bid submitted will be disqualified.

### **3.4.2 Disqualification for Prohibited Conduct**

Niagara Region may disqualify a bidder or terminate the Contract (in compliance with the applicable Terms and Conditions) if, in the sole and absolute determination of Niagara Region, the bidder has engaged in any conduct prohibited by this RFQ or Niagara Region's By-law.

### **3.4.3 Prohibited Bidder Communications**

A bidder shall 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 Form of Quotation (Appendix B).

### **3.4.4 Bidder Not to Communicate with Media**

A bidder may not at any time directly or indirectly communicate with the media in relation to this RFQ or any Contract entered into pursuant to this RFQ without first obtaining the written permission of the Niagara Region Contact.

### **3.4.5 No Lobbying**

A bidder, including any agent or representative of a bidder, may not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFQ process or to influence the outcome of the RFQ process.

In accordance with Niagara Region's Procurement By-law:

- a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- b) Bidders, their staff members, or anyone involved in preparing a bid, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the

## PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone involved in preparing the RFQ or participating in the bid evaluation process, and members of Council.

- c) Niagara Region may reject any bid by a bidder that engages in lobbying, without further consideration, and may terminate that bidder's right to continue in the procurement process.
- d) During a procurement process, all communications shall be made through the Niagara Region Contact. No bidder or person acting on behalf of a bidder or group of bidders, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

### **3.4.6 Illegal or Unethical Conduct**

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders 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 Niagara Region, deceitfulness, submitting bids 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 RFQ.

### **3.4.7 Past Performance or Past Conduct**

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its bid; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region's By-law.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of Niagara Region**

All information provided by or obtained from Niagara Region in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of Niagara Region and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of the Contract;
- (c) must not be disclosed without prior written authorization from Niagara Region; and

## PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

(d) shall be returned by the bidders to Niagara Region immediately upon the request of Niagara Region.

### 3.5.2 Confidential Information of Bidder

Bidders are advised that the disclosure of information received in bids or otherwise relevant to the RFQ process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”). Bidders should identify any confidential information in their bids. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFQ process. If a bidder has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the Niagara Region Contact.

## 3.6 Reserved Rights, Limitation of Liability and Governing Law

### 3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder’s response to that request for clarification into the bidder’s bid;
- (c) assess a bidder’s bid on the basis of
  - (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;
  - (iii) the bidder’s past performance under previous contracts with Niagara Region;
  - (iv) the information provided by a bidder pursuant to Niagara Region exercising its clarification rights under this RFQ process; or
  - (v) other relevant information that arises during this RFQ process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this RFQ;
- (e) verify with any bidder or with a third party any information set out in a bid;
- (f) check references other than those provided by any bidder;

## PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

- g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
- h) disqualify any bidder who has engaged in conduct prohibited by this RFQ;
- i) make changes, including substantial changes, to this RFQ provided that those changes are issued by way of addenda in the manner set out in this RFQ;
- j) select a bidder other than the bidder whose bid reflects the lowest cost to Niagara Region;
- k) reject any bid that contains pricing which appears to be unbalanced or unreasonable;
- l) cancel this RFQ process at any stage;
- m) cancel this RFQ process at any stage and issue a new RFQ for deliverables the same as or similar to the Deliverables;
- n) accept any bid in whole or in part; or
- o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a bid, each bidder agrees that

- a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFQ process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the bid submitted by the bidder, to enter into a contract with any other bidder or to cancel this RFQ process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **3.6.3 Governing Law and Interpretation**

The terms and conditions in this Part 3 – Terms and Conditions of RFQ Process

- a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and

### PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

- c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]



## Appendix A – Contract Terms and Conditions

The Contract for the Deliverables between the parties in respect of: **Supply and Delivery of Reflectorizing Glass Beads**, means and is comprised of the following documents, which are collectively referred to as the “Contract”:

- a) the Purchase Order issued by Niagara Region inclusive of the [Purchase Order Terms and Conditions](http://www.niagararegion.ca/business/) (<http://www.niagararegion.ca/business/>);
- b) the **Supply and Delivery of Reflectorizing Glass Beads #2018-Q-07**, including any addenda, (the “Solicitation Document”); and
- c) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

Save as specifically provided below, any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. Notwithstanding the general precedence provided herein, the terms of this Appendix “A” shall take precedence over the definition of “Contract” contained in the Purchase Order Terms and Conditions noted above.

Similarly, the Insurance Provisions below herein shall take precedence over the Article 6.01 contained in the Purchase Order Terms and Conditions noted above:

The Supplier hereby agrees to put in effect and maintain insurance 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 in the business of the Supplier would maintain including, but not limited to, the following:

(a) Commercial General Liability Insurance

Commercial General Liability insurance for all Deliverables to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy will be extended to include:

- Bodily injury, death and property damage
- Cross liability and severability of interest
- Blanket contractual
- Premises and operations
- Personal and advertising injury
- Broad form property damage
- Products and completed operations
- Owner’s and contractors protective
- Non-owned Automobile to a limit of not less than two million dollars (\$2,000,000)

APPENDIX A – CONTRACT TERMS AND CONDITIONS  
SCHEDULE 1 TO NIAGARA REGION FORM OF AGREEMENT

The policy shall be endorsed to:

- Include Niagara Region as an additional insured; and
- Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

(b) Automobile Insurance

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than two million dollars (\$2,000,000).

Proof of automobile insurance will not be required if the Supplier provides a signed letter stating that they do not own or lease vehicles.

**F. Specific Provisions**

**F.1 Construction Lien**

Not applicable.

**F.2 Contractor Safety Program**

The Supplier must comply with Niagara Region's [Contractor Safety Program #C3-H17](http://www.niagararegion.ca/business/tenders/compliance-with-standards.aspx) (<http://www.niagararegion.ca/business/tenders/compliance-with-standards.aspx>).

Failure to comply with this policy will result in termination of the Supplier.

## Appendix B – Form of Quotation

### 1. Bidder Information

Please fill out the following form, and name one person to be the contact for the RFQ process and for any clarifications or communication that might be necessary.

<b>Full Legal Name of Bidder:</b>	
<b>Any Other Relevant Name under Which the Bidder Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (If Any):</b>	
<b>Bidder Contact Person and Title:</b>	
<b>Bidder Contact Phone:</b>	
<b>Bidder Contact Facsimile:</b>	
<b>Bidder Contact E-mail:</b>	

### 2. Offer

The bidder has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFQ. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFQ, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the RFQ and in the Pricing Form set out in Appendix C.

### 4. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFQ.

### 5. Conflict of Interest

The bidder has considered the definition of “Conflict of Interest” in Section 3.4 of the RFQ and declares that there is no Conflict of Interest relating to the preparation of its bid, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

## APPENDIX B – FORM OF QUOTATION

### 6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by Niagara Region to Niagara Region's advisers retained for the purpose of evaluating or participating in the evaluation of this bid.

### 7. Bid Irrevocable

The bidder agrees that its Quotation shall be irrevocable for a period of ninety (90) days following the Submission Deadline.

### 8. Enter into Contract

The bidder agrees that in the event its bid is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFQ in accordance with the terms of this RFQ.

### 9. Addenda

The bidder is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by completing the statement below:

The bidder has received addendum/addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and all changes specified therein have been included in the bidder's pricing.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Bidder Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
Title of Bidder Representative

\_\_\_\_\_  
Date

I have the authority to bind the bidder.

**ORIGINAL SIGNATURES ONLY; NO ELECTRONIC**

## **Appendix C – Pricing Form**

### **1. Instructions on How to Complete Pricing Form**

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- (b) Rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### **2. Evaluation of Pricing**

Bidders shall provide pricing for total quantity (60,000 kg). The Region shall award based on the lowest extended total, at the time of award.

### **3. Pricing Form**

APPENDIX C – PRICING FORM  
FORM OF QUOTATION – PRICING PAGE

**Form of Quotation – Pricing Page**

I/We, the undersigned, **having the authority to bind the Company**, certify that I/We have examined the INVITATION AND SUBMISSION INSTRUCTIONS, TERMS AND CONDITIONS OF THE RFQ PROCESS & RFQ PARTICULARS, and Form of Quotation, do hereby offer and agree to enter into an agreement with the Regional Municipality of Niagara to supply and delivery of Reflectorizing Glass Beads as described herein:

**Final Summary Fee Table**

DESCRIPTION	Estimated Quantity	Unit of Measure	UNIT PRICE	EXTENDED TOTAL (Quantity x Unit Price)
Reflectorizing Glass Beads Used In Road Painting Applications	60,000	KG	\$	\$
H.S.T 13%				\$
<b>Total Cost</b>				\$

CONFIRM DELIVERY DATES:	<b>May 4, 2018</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	<b>June 20, 2018</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

**Company:**

**Signature:**

APPENDIX C – PRICING FORM  
LIST OF SUB-CONTRACTORS

**List of Sub-Contractors (If Applicable)**

In the spaces provided below, please list those sub contractors you intend to use:

#	ORGANIZATION	CONTACT NAME	PHONE NUMBER
1.			
2.			
3.			
4.			

**Company:**

**Signature:**

## Appendix D – RFQ Particulars

### A. The Deliverables

### B. Material Disclosures

#### Intent

This Quotation provides for the supply and delivery of Reflectorizing Glass Beads that is used in Traffic Paint, supplied to Regional Municipality of Niagara (the “Region”), based on Ministry of Transportation of (MTO) specification #1750 standard (**Appendix-G**) in accordance with the terms and conditions of this Quotation.

#### Quality

All materials quoted must conform to the Specification #1750, approved by the Ministry of Transportation of Ontario unless specified otherwise herein, with the following exceptions **Appendix G**.

- To be shipped in bulk cartons, maximum 1,000 kg. per pallet for fork-lift handling, on flatbed truck with removable sides (side loaded) or enclosed trailer provided pallets can be slid to the truck rear without tipping over.
- Cartons must be stackable

#### Delivery

All material will be delivered to the Public Works Service Centre, Traffic Services Section, 3547 Thorold Townline Road North, Thorold, Ontario, L2E 6S4 in maximum 1,000 kg. bulk cartons, in accordance with the following schedule:

1.	30,000 kg	<b>May 4, 2018</b>	<b>(Or immediately upon award of contract if award made after this date.)</b>
2.	30,000 kg	<b>June 20, 2018</b>	

### C. Mandatory Requirements

#### 1. Form of Quotation (Appendix B)

Each bid must include a Form of Quotation (Appendix B) completed and signed by an authorized representative of the bidder.



## **2. Pricing Form (Appendix C)**

Each bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

## **3. Bid Security**

Not applicable

## **4. AODA Standards of Accessibility Compliance**

**Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region's website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.**

## Appendix E – Conditions of Award

The selected bidder must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

### 1. Certificate of Insurance

The selected bidder must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on [Niagara Region's form of Certificate of Insurance](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx) (<http://www.niagararegion.ca/business/fpr/cert-insurance.aspx>).. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the bidder acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the bidder will be responsible for the accuracy and validity of the information contained therein. . If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

### 2. Workplace Safety and Insurance Board Clearance

The selected bidder shall provide:

- a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing; or
- b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected bidder, the selected bidder shall provide one of the following (as the case may be):

- a) An Exemption Letter from WSIB, satisfactory to Niagara Region's Director of Legal and Court Services;
- b) An Independent Operators Status Certificate issued by WSIB; or
- c) Such further and other evidence as may be satisfactory to Niagara Region's Director of Legal and Court Services.

In addition to the indemnification provided by the selected bidder elsewhere in this RFQ, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

### 3. **Performance Security**

Not applicable

#### 4. Shipping Conditions

Beads are to be shipped in bulk cartons, irrespective of OPSS 1750.09.02 bag capacity pallet loaded 1,000 kg. per pallet for fork-lift handling, on flatbed truck with removable sides (side loaded), or enclosed trailer, provided pallets can be slid to the truck rear without tipping over.

**Cartons must be stackable.**

Confirmation of shipping dates must be given at least twenty-four (24) hours prior to delivery, to arrange for unloading equipment.

## Appendix F – Bid Irregularities

### Responses for Administering Irregularities Contained in Bids

	<b><u>IRREGULARITY</u></b>	<b><u>RESPONSE</u></b>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	<b>Insufficient Financial Security</b>	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	<b>Bid Document – execution</b>	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.

## APPENDIX F – BID IRREGULARITIES

	<b>IRREGULARITY</b>		<b>RESPONSE</b>
	C)	Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D)	Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E)	Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
	F)	Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).		Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.		Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).		Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.		Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.		Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions the incomplete nature is trivial or insignificant.
10.	Mathematical errors.		Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).		Automatic rejection
12.	Bids containing minor obvious clerical errors.		Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.		The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

\*\* Where "working days" specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity

**Appendix - G**  
**Ministry of Transportation Specification OPSS 1750**



**MATERIAL SPECIFICATION FOR  
TRAFFIC PAINT REFLECTORIZING GLASS BEADS**

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**TABLE OF CONTENTS**

<b>1750.01</b>	<b>SCOPE</b>
<b>1750.02</b>	<b>REFERENCES</b>
<b>1750.05</b>	<b>MATERIALS</b>
<b>1750.05.01</b>	<b>Durability</b>
<b>.02</b>	<b>Colour</b>
<b>.03</b>	<b>Bead Type and Grade</b>
<b>1750.07</b>	<b>PRODUCTION</b>
<b>1750.07.01</b>	<b>Roundness</b>
<b>.02</b>	<b>Gradation</b>
<b>.03</b>	<b>Refractive Index</b>
<b>.04</b>	<b>Imperfections</b>
<b>1750.09</b>	<b>AUTHORITY PURCHASE OF MATERIAL BY PURCHASE ORDER</b>
<b>1750.09.01</b>	<b>Sampling and Testing</b>
<b>1750.09.01.01</b>	<b>General</b>
<b>.02</b>	<b>Roundness Testing</b>
<b>.03</b>	<b>Imperfections Testing</b>
<b>.04</b>	<b>Water Resistance Test</b>
<b>1750.09.02</b>	<b>Packaging</b>
<b>.03</b>	<b>Delivery</b>
<b>.04</b>	<b>Quality Assurance</b>
<b>.05</b>	<b>Measurement for Payment</b>
<b>.06</b>	<b>Basis of Payment</b>
<b>1750.01</b>	<b>SCOPE</b>

This specification covers the requirements for glass beads for use with traffic paint and requirements for Authority purchase of reflectorizing glass beads.

## **1750.02 REFERENCES**

This specification refers to the following standards, specifications or publications:

### **ASTM Specifications**

D1155-53 (1975) - Standard Test Method for Roundness of Glass Spheres

D1214-58 (1975) - Standard Method of Sieve Analysis of Glass Spheres

E11-81 - Wire Cloth Sieves for Testing purposes.

## **1750.05 MATERIALS**

### **1750.05.01 Durability**

The beads shall be manufactured from glass of a composition designed to be highly resistant to the effects of traffic wear and weathering.

### **1750.05.02 Colour**

The glass shall be colourless to a degree that the resulting beads, when added to white paint, do not impart a noticeable hue.

### **1750.05.03 Bead Type and Grade**

Beads shall be supplied in the OVERLAY type and MOISTURE PROOF grade. The beads shall be treated in such a manner as to overcome the effects of water, as vapour or liquid, on the beads before the beads are added to the paint stripe.

## **1750.07 PRODUCTION**

### **1750.07.01 Roundness**

At least 70% by mass of the glass beads shall be true spheres.

### **1750.07.02 Gradation**

The glass beads shall meet the following gradation requirements when tested according to ASTM D1214.

US Standard ASTM E11 Sieve Series	Opening $\mu\text{m}$	Percentage Passing by Dry Mass
		Overlay Type
No. 20	850	100
No. 30	600	95 - 100
No. 40	425	45 - 70
No. 50	300	20 - 40
No. 70	212	5 - 20
No. 100	150	0 - 3



### **1750.07.03                      Refractive Index**

The index of refraction of the glass beads, when tested by the immersion method at 25°C under tungsten light, shall not be less than 1.50.

### **1750.07.04                      Imperfections**

The surface of the beads shall be smooth, lustrous and free from film, scratches and pits.

Not more than 25% by mass of the true spheres shall have imperfections such as milkiness, dark specks, incipient fractures, and air inclusions in the form of bubbles greater than 10% of the volume of the spheres.

## **1750.09                              AUTHORITY PURCHASE OF MATERIAL BY PURCHASE ORDER**

### **1750.09.01                      Sampling and Testing**

#### **1750.09.01.01                  General**

A maximum of 10% but no less than 1% of the total number of packages in each batch will be taken at random for test purposes by the Authority. The contents of each random package will be riffled until a representative sample of approximately 1000 g (or 500 ml) of beads is obtained. The 1000 g samples will be combined to form a composite sample of about 4 kg (about 4 L in volume) representing a batch of 25,000 kg of beads. The composite sample will be riffled in the laboratory until about a 150 g sample is obtained for the following testing.

#### **1750.09.01.02                  Roundness Testing**

The percentage true spheres shall be determined by one of the following methods:

(a) by counting the beads under 50X and 100X magnification as follows:

- Glass beads larger than #50 sieve size inclusive, shall be counted under 50X magnification (see gradation requirements).
- Glass beads smaller than #50 sieve size shall be counted under 100X magnification.
- Approximately 1,000 beads contained loosely in a culture dish shall be counted under reflected light for each sieve specified to determine the percentage by mass of perfectly round spheres.

(b) by ASTM D1155.

#### **1750.09.01.03                  Imperfections Testing**

Imperfections shall be evaluated by observation under 50X and 100X magnification.

#### **1750.09.01.04                  Water Resistance Test**

One hundred grams of glass beads will be placed in a 500 ml beaker and an equivalent volume of distilled water will be flowed into the beaker on top of the glass beads. The beaker will be permitted to stand for 5 min. At the end of this period, the water shall be poured off and the glass beads will be transferred to a clean, dry beaker and permitted to stand for 5 min. The spheres will then be introduced into a standard 125 mm diameter glass funnel having a stem of 125 mm length. The beads shall flow through the funnel without stoppage. (Slight initial agitation to start the flow through the funnel at the beginning of the test will be permissible.)

## **1750.09.02                      Packaging**

Beads in bags shall be free of clusters, lumps, moisture and foreign matter.

Glass beads shall be packaged in bags of 25 kg net capacity, and each bag shall be marked to show clearly the following information:

- 1) "Overlay Type Glass Beads"
- 2) "Moisture Proof Grade"
- 3) "MTC"
- 4) "Batch number"                      (marked in 25 mm
- 5) "Manufacturer's name"              high letters)

Bags shall be paper-lined burlap with 50 µm polyethylene inserts. The burlap liner, all seams and top closures shall be waterproof and leakproof and shall be capable of maintaining these properties during transportation and numerous handlings.

Bags shall be approximately 0.35 m x 0.66 m with the 50 µm polyethylene insert being 0.35 m x 0.96 m.

All bags shall be subject to prior approval by the Authority and shall be or be equal in quality to either:

1. A Bemis Waterproof, Standard Type, single paper lined, cemented centre seam, taped bottom bag, produced by Bemis Bros. Bag Company, St. Louis, Missouri, U.S.A., or
2. A Lloyd jute bag with polyethylene liner, Code #1010, produced by Lloyd Bag Company Limited, 114, St. Clair Street, Chatham, Ontario.

## **1750.09.03                      Delivery**

Delivery details and scheduling shall be as stipulated on the Authority's Purchase Order.

## **1750.09.04                      Quality Assurance**

Any shipment or shipments of this material supplied to the Authority will be sampled and tested within a 30 day period immediately following the date of the delivery. Failure to meet the requirements of this specification shall constitute cause for rejection of the shipment. Upon rejection of the shipment, the letters "MTC" shall be made permanently illegible on each bag of the shipment. Rejected materials shall be expeditiously removed and replaced with acceptable materials at no additional cost to the Authority.

## **1750.09.05                      Measurement for Payment**

Measurement for payment will be in kilograms of beads delivered.

## **1750.09.06                      Basis of Payment**

Payment at the contract price per kilogram shall be full compensation for all labour, equipment and material to supply and deliver the beads as specified on the Authority's Purchase Order.