

# **CIF** **CONTINUOUS IMPROVEMENT FUND**

**REQUEST FOR TENDER:**

**SUPPLY & DELIVERY OF BLUE BAGS FOR  
MUNICIPAL / FIRST NATIONS PURCHASERS**



**POSTED: MONDAY, APRIL 30, 2018**

**BID DEADLINE: WEDNESDAY, MAY 16, 2018 BY 4:00 PM**



Request for Tender:	Supply & Delivery of Blue Bags For Municipal Purchasers
Issued by:	Continuous Improvement Fund (CIF)
Scope:	This Request for Tender provides for the supply and delivery of Blue Bags to Municipalities and First Nations groups in Ontario.
Release Date:	Monday, April 30, 2018
Inquiries:	Monday, April 30, 2018 until Wednesday, May 9, 2018 at 4:00 PM Inquiries can be made, in writing, to Bradley Cutler, <a href="mailto:bcutler@thecif.ca">bcutler@thecif.ca</a>
Closing Date & Time:	Wednesday, May 16, 2018 by 4:00 PM  Bids are to be submitted electronically, via email to:  Bradley Cutler at <a href="mailto:bcutler@thecif.ca">bcutler@thecif.ca</a> .  Failure to submit a bid by this date and time will result in it being disqualified. Once received, bids will be acknowledged by email.

## Table of Contents

Tender Checklist.....	3
General Conditions .....	4
Part A: Terms & Information to Bidders .....	8
Part B: Specifications .....	17
Appendix A: Ontario Regions 1 to 12.....	24
Appendix A: Ontario Regions 13a – 13c.....	25
Appendix B: Exception Sheet .....	26

# Tender Checklist

Bidders shall ensure the required forms are completed and submitted along with all other requested information by the closing date and time. Failure to include all parts will result in your bid being rejected.

Your Bid must include signed copies of the following:

- PDF of Parts A & B with signatures
- PDF and Excel worksheet of Part C with signature on the PDF version

## Parts

Part A A-24.	Submit bid by Wednesday, May 16, 2018 by 4:00 PM	<input type="checkbox"/>
Part B B-6. B-7.	<p>Complete and submit the Specification Requirement.</p> <p>Read Part B closely, and ensure all requested information is submitted either in the space provided or as a clearly labeled attachment, including, but not limited to:</p> <p>Number of business days between confirmation of the order and expected delivery. If delivery within the desired time frame is not achievable or would result in substantial increased costs, include an explanation within the Bid.</p> <p>Lead content testing results, for comparable bags</p> <p>Warranty information</p> <p>Exception sheets (where and if needed)</p>	<input type="checkbox"/>
Part C	<p>Complete and submit the Form of Tender</p> <p>Read Part C closely, and ensure all requested information is submitted as required, including, but not limited to:</p> <p>Quotation for freight costs to Municipalities/First Nations listed in Table C-2</p> <p>HST Registration Number</p> <p>IMPORTANT: Submit both PDF and excel versions of Part C with your bid submission</p>	<input type="checkbox"/>
Part C	<p>Acknowledge the number of Addenda issued in the Form of Tender Section</p>	<input type="checkbox"/>

# General Conditions

## 1. DEFINITIONS PERTAINING TO THIS REQUEST FOR TENDER:

Bidder/Seller/Supplier: a person, corporation, or other entity that responds, or intends to respond to a request for tender.

Blue Box Program: refers to the generic residential recycling program offered by Ontario Municipalities.

Blue Bag/Bag: a recycling container used in Ontario's Blue Box program predominately in multi-residential buildings as an in-unit storage container. The Successful Bidder will be required to provide Bags in colours other than Blue as specified by the Municipality/First Nation, which may include, but will not be limited to the following colours: black, grey, yellow and red.

CIF: used in place of the Continuous Improvement Fund.

Municipality/First Nation(s)/Municipalities/Purchaser(s): the Ontario Municipal or First Nation entity or corporation that will issue a contract, or purchase order, to purchase Blue Bags from the Successful Bidder.

Request for Bids: is used in place of request for tender and information in the appropriate context.

Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for tender.

Tender: is used in place of Request for Tender.

Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids.

## 2. CIF WARRANTIES FOR USAGE

Whenever requests for tender are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the CIF as to the total amount that may or may not be purchased from any purchase orders with Municipalities/First Nations. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the Municipality/First Nation reserves the right to increase or decrease quantities as required.

### **3. ACCEPTANCE OF MATERIAL**

The material delivered under this Request for Tender shall remain the property of the Seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the Municipality/First Nation and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the Municipality/First Nation is found to be defective or does not conform to specifications, the Municipality/First Nation reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

### **4. VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, Bidders MUST indicate any variances from the specifications, terms and/or conditions of this Tender, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender and where appropriate, explained fully in an attachment labeled 'Exceptions to Specifications', it will be assumed the product fully complies with the Tender specifications, terms and conditions.

### **5. DELIVERY**

Time will be of the essence for any orders placed as a result of this Request for Tender. The Municipality/First Nation reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

### **6. COPYRIGHTS OR PATENT RIGHTS**

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

### **7. SAFETY STANDARDS**

The Bidder warrants that the product supplied as a result of this Request for Tender conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

### **8. MANUFACTURER'S CERTIFICATION**

The CIF reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the bid document. Failure to comply with this condition will be considered a breach of contract.

## **9. SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of a signed bid document to the CIF shall be deemed to constitute an "Offer" which may be accepted, at the option of the CIF by: a) written acknowledgement of award by the CIF, and b) the issuance of a "purchase order" by the Municipality/First Nation. Upon such issuance of a purchase order, the specifications, terms and conditions herein set forth shall be confirmed and binding upon the Municipality/First Nation and the Bidder.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

## **10. SPECIFICATIONS**

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

## **11. BID ATTACHMENTS**

A response to a request for tender which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

## **12. RESERVATIONS FOR REJECTION AND AWARD**

The CIF reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the Municipalities/First Nations. The CIF also reserves the right to waive minor variations to specifications.

## **13. SUB-CONTRACTS**

The Successful Bidder shall not, without the written consent of the CIF, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

#### **14. BIDDER WARRANTY**

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the CIF, the Successful Bidder will at any time within five (5) years of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

#### **15. LAWS**

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.

#### **16. BRAND NAMES**

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the CIF does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the CIF that said product is equal to the specifications and to submit, in an attachment labeled 'Exceptions to Specifications', any brochures, samples and/or specifications in detail on item(s) bid. The CIF shall be the judge concerning the merits of bids submitted.



# Part A: Terms & Information to Bidders

## **A-1. Scope**

This Request for Tender provides for the supply and delivery of reusable Blue Bags to Municipalities/First Nations in Ontario for use in their Blue Box recycling program. The Blue Bags are to have a capacity of at least 30-litres and will have colour graphics on the front and back of the bag.

## **A-2. Contract Period & Renewal**

- a. The term of the contract will be for a period of twelve (12) months from the date of Award, with an option to renew as detailed in Section A-2. b.
- b. CIF has the option to renew the contract for a further two (2) twelve (12) month periods, beyond the initial twelve (12) months.

## **A-3. The Continuous Improvement Fund**

The Continuous Improvement Fund (CIF) is a funding program and a resource initiative developed through the cooperation of the Association of Municipalities of Ontario, the City of Toronto, Stewardship Ontario and Waste Diversion Ontario. Its purpose is to fund improvements to Municipal Blue Box programs in the Province.

As part of its activities, the CIF both coordinates the co-operative purchase of resources such as Blue Boxes, Recycling Carts and Bags, and provides strategic funding support to some Municipalities/First Nations to help offset the cost of these resources. More information about the CIF can be found at <http://thecif.ca/>.

## **A-4. Co-Operative Procurement**

This Request for Tender is being issued by CIF, in the interest of Municipalities/First Nations, as a cooperative procurement venture. Economies of scale in terms of pricing are prime objectives of this cooperative procurement initiative.

Each participating Municipality/First Nation represents a separate corporate entity charged with the responsibility of purchasing and accounting for its respective portion of its purchase of Blue Bags as specified in its purchase order. The CIF, as the issuer of this Tender, is not an agent of, partner to or representative of these entities and is not obligated or liable for any action or debts that may arise out of this cooperative procurement. Any Municipality/First Nation of this cooperative effort may cancel the portion of the contract which is applicable to them as a separate entity, without in any way negating the responsibility of the Successful Bidder(s) to perform their contractual obligations to the remaining Municipalities/First Nations. The cancellation terms are set out in this document.

**A-5. Blue Bag Construction and Durability**

Blue Bag construction and durability requirements have been outlined in Part B of this Request for Tender. Bidders shall confirm their ability to comply with the standards listed in the space provided in section B-6. If the space provided is not sufficient, or if requested to, Bidders shall submit the required information as an attachment. Attachments must be clearly labeled with the appropriate specification reference number (e.g., B-6. 8.2 – Requested Warranty Information). Bidders shall also sign, in the space provided in B-7. to demonstrate: they have read all and fully understand the Blue Bag specifications; their responses are accurate; and that all requested information has been included with their Bid submission.

**A-6. Quantities**

The quantities indicated in this Request for Tender are based on historical data. CIF does not guarantee any quantities. For the purpose of estimating quantities for this Tender, CIF has provided historical data of the number and size of orders in Table A-1 below. The quantities identified are based on the best available information at the time of Tender issuing.

**Table A-1: Historical Quantity of Blue Bags purchased by Municipalities**

<b>Number of Municipalities</b>	2
<b>Total Number of Blue Bags</b>	16,000
<b>Average Order Size</b>	8,000
<b>Median Order Size</b>	8,000

**A-7. Delivery**

- a. The Successful Bidder(s) will be prepared to supply Blue Bags to Municipalities/First Nations across Ontario. The different regions of Ontario are shown on the Maps in Appendix A.
- b. The Successful Bidder(s) will deliver Blue Bags to Municipalities/First Nations across Ontario by arranging for transportation of Blue Bags at a competitive rate and will supply the receiving Municipalities/First Nations with the bill of lading. In Part C, Form of Tender, Bidders will describe the purchasing process they will use to obtain competitive transportation costs each month. To save on shipping costs, the Successful Bidder(s) may wish to assist Municipalities/First Nations in the same regions to cooperate in sharing transport arrangements (e.g., using one receiving location). Municipalities/First Nations reserve the right to arrange their own shipping of Blue Bags.

- c. All deliveries to be F.O.B. (Freight on Board) to the Municipal Purchaser destination, prepaid. Ownership and the title shall be transferred upon receipt at the final destination.
- d. Delivery location(s) at the Municipality/First Nation will be provided to the Successful Bidder upon award of the contract by CIF and issuance of the Purchase Order by the Municipality/First Nation. Delivery location and requirements will vary for Municipal purchasers.
- e. Packing slips/invoices shipped with all deliveries must include the part numbers, product description and applicable price.
- f. Loading dock facilities may not be available at some delivery locations. The Successful Bidder will be responsible for bringing the bags/skids of bags to the rear of the truck and may be responsible for lowering bags to the ground using a lowering tailgate. A forklift and operator may be available at some locations. If available, a forklift will be scheduled in advance, and as such the Municipal Purchaser will require the time of arrival of the shipment to be planned.
- g. It is desirable to have delivery within twelve (12) weeks from confirmation of the order, or sooner. Include in the Bid the number of business days between confirmation of the order and expected delivery. If delivery within the desired time frame is not achievable or would result in substantial increased costs, include an explanation within the Bid Submission. Delivery times will be considered during the Bid Evaluation. Orders that cannot be fulfilled within the Supplier's stated delivery timeframe within the Bid Submission may result in a cancellation of the contract without penalty.
- h. The Supplier shall ensure that all loads are secured during transport and upon arrival to the delivery destination. Unsecured loads that pose a safety concern or result in a damaged shipment may be returned to the Supplier at their cost.

**A-8. Sample Blue Bags**

Three (3) sample Blue Bags shall be submitted. Such samples are to be furnished after the release date of the Request for Tender and must be received before the closing date. Sample Blue Bags must be furnished free of expense to the CIF.

Bags will be sent to:

Alyssa Broadfoot, Continuous Improvement Fund  
 492513 Southgate Sideroad 24  
 R.R. #2  
 Holstein, ON  
 N0G 2A0.

Samples will not be returned to Bidders. Failure by a Bidder to supply a sample may result in a disqualification of their Bid.

The sample bags may differ in size and colour, but should be of the same quality of the bag being proposed through this tender (i.e. 160 GSM, 4 to 5 stitches per inch, etc.).

#### **A-9. Submission of Bids**

- a. Bids received by the Continuous Improvement Fund later than the specified closing time will be returned unopened to the Bidders.
- b. A Bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received shall supersede and invalidate all bids previously submitted by that Bidder as it applies to this Request for Tender.
- c. A Bidder may withdraw a submitted bid at any time up to the official closing time by letter bearing a signature and/or seal as in the original bid. Withdrawal requests received after the Tender closing date and time will not be permitted.
- d. In the event that only one bid is received at the time of closing, the Director of the CIF may reject the bid and decide to re-tender. A rejected bid will be returned unopened to the Bidder.
- e. The CIF assumes no responsibility for any verbal (spoken) information from any Municipal staff or from any consultant firms retained by Municipalities/First Nations, or from any other person or persons who may have an interest in this Request for Tender. Amendments or changes to this Request for Tender prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the CIF. All addenda will be posted on the CIF's website <http://thecif.ca/>. It is the Bidder's sole responsibility to check this website regularly to inform itself of any and all posted addenda. The CIF makes no promise or guarantee that addenda will be delivered by any means to any Bidder. By submitting a bid in response to this Request for Tender, the Bidder acknowledges and agrees that addenda shall only be posted on the CIF's website, and it is the sole responsibility of the Bidder to check this website for said addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF TENDER WILL RESULT IN YOUR BID BEING REJECTED.
- f. Bidders are to refer to the General Conditions, Part A -Terms & Information for Bidders, Part B - Specifications, and Part C - Form of Tender. The submitted bid and any resultant purchase will be based on these conditions unless otherwise agreed to in writing.
- g. The acceptance and award of the Supply and Delivery of Blue Bags to Ontario Municipalities/First Nations is subject to approval by the CIF.
- h. The acceptance and execution of an agreement, contract or purchase order is subject to approval by the Municipality/First Nation.
- i. All prices must be stated in Canadian funds. Prices must also be inclusive of customs and duty.

#### **A-10. Exclusion of Bidders in Litigation**

- a. The CIF may, in its absolute discretion, reject a bid submitted by a Bidder if the Bidder, or any officer of the Bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against CIF or its appointed officers and employees in relation to:
  - i. Any other contract or services; or
  - ii. Any matter arising from the CIF's exercise of its powers, duties, or functions.
- b. In determining whether or not to reject a bid under this clause, the CIF will consider whether the litigation is likely to affect the Bidder's ability to work with the CIF, its consultants and representatives, and whether the CIF's experience with the Bidder indicates that the CIF is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

#### **A-11. Exclusion of Bidders Due to Poor Performance**

- a. If the CIF has documented evidence that a Bidder has been unsatisfactory in meeting the contract specifications or terms and conditions of another contract similar in nature to the work contained within this Request for Tender, the CIF Director may, at his or her absolute discretion, prohibit the unsatisfactory Supplier from submitting a bid in response to this Request for Tender, or require the Bidder in question to develop a plan that demonstrates how the Bidder will successfully fulfill the requirements of this Request for Tender. The plan must be completed to the satisfaction of the Director before any part of this work can be awarded to that Bidder.

#### **A-12. Anti Lobbying Restrictions**

- a. Bidders, their company and staff members, or anyone involved in preparing their bid submission must not engage in any form of political or other lobbying whatsoever with respect to this Tender or seek to influence the outcome of the process and subsequent award. This anti-lobbying restriction extends to all Municipal staff, elected Council members of the participating Municipalities/First Nations, WDO staff and board members, and Stewardship Ontario staff and board members.
- b. In the event of any such lobbying, the CIF may reject any submissions by that Bidder without further consideration and terminate that Bidder's right to continue in the tendering process and any subsequent procurement processes. All correspondence or contact by interested parties with the CIF must be directly and only with the CIF contact person identified in Section A-13. a. of this Request for Tender. It should be duly noted by all Bidders that this anti-lobbying restriction extends from the release date of this Request for Tender through to the closing date and time when the CIF formally awards the contract.

This anti- lobbying restriction is not intended to disallow any meetings, interviews or clarifications requested or authorized by the CIF, its authorized staff, the CIF's representative for this work or their authorized designates.

### **A-13. Inquiries**

- a. Additional clarification of any of the instructions or information contained herein must be obtained in writing from the CIF by contacting Bradley Cutler, in writing, by email at [bcutler@thecif.ca](mailto:bcutler@thecif.ca) before Wednesday, May 9, 2018 by 4:00 PM.
- b. Each Bidder must review the entire Request for Tender document and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the CIF in writing, prior to Wednesday, May 9, 2018 at 4:00 PM. Directing inquiries to any party other than the CIF contact, as noted above in A-13. a., will result in the rejection of the bid from the bidder in question.
- c. Where an inquiry results in a change or a clarification to the Tender, CIF will prepare and issue an Addendum as set out in Section A-9. e.

### **A-14. Sales Taxes - Harmonized Sales Tax (HST)**

Bidders shall exclude Harmonized Sales Tax (HST) from all prices in their bid. Actual taxes payable shall be determined by the Municipality/First Nation and will be indicated on the purchase order(s) issued to the Successful Bidder(s). All prices shall be provided in Canadian funds and be inclusive of all applicable customs duties, levies and taxes, except for HST. All Bidders shall provide their HST Registration Number in their Form of Tender. Note: If the Bidder is located outside of Canada and is not an HST Registrant, this may not apply.

### **A-15. Basis of Award, Reservation or Rejection**

It is the intention of the CIF to award this Tender on the basis of the Bid(s) that is/are compliant with the terms, specifications, and conditions contained herein and demonstrates the capability of meeting the requirements including the materials composition, construction, durability and warranty of the Blue Bags, and can demonstrate qualifying experience on projects of a similar nature. The bid with the lowest cost will not necessarily result in award of the work.

The CIF reserves the right to accept or reject any bids in whole or in part, and to waive irregularities and omissions, if in so doing, the best interests of the CIF and the Municipalities/First Nations will be served. The CIF also reserves the right to waive minor variations to specifications. No liability shall accrue to the CIF for its decision in this regard.

## **A-16. Disputes**

In cases of disputes as to whether or not the product supplied meets the specifications, terms and conditions in the accepted bid, the decision by the Director of the CIF shall be final and binding on all parties.

## **A-17. Bid Submissions**

Bids shall be irrevocable for 120 days after the official closing date and time.

## **A-18. Requirements at the Time of Execution**

The Successful Bidder(s) is/are required to work with CIF staff to announce the award of the Tender. The Successful Bidder will submit the following documentation, along with any other information needed to communicate to Municipal Purchasers, in a form satisfactory to the CIF, for execution within ten (10) working days after being notified to do so in writing:

1. Blue Bag ordering instructions to be posted on the CIF website.
2. Promotional images to be posted to the CIF website, and any other key information that will assist Municipal Purchasers in submitting their orders.

## **A-19. Invoicing**

Unless otherwise stated on the Form of Tender, payment terms shall be thirty (30) days from the date of invoice. Invoices will be issued to the Municipality/First Nation. The address for invoicing and any specific requirements will be provided by the Municipality/First Nation when the Purchase Order is issued.

## **A-20. Pricing and Price Adjustment**

### **Foreign Input Adjustment**

Pricing is to remain firm for the term of the contract. Should the exchange rate between the Canadian and US dollars increase or decrease at least 5%<sup>1</sup> during the term of the contract, the Unit price of the Blue Bags will be adjusted to reflect this change. Changes in the exchange rate, as published by the Bank of Canada, and the impact on pricing will be reviewed in the event of a contract extension.

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<sup>1</sup> Threshold set from industry standards for price adjustments

Unit price for the portion that is attributable to the foreign inputs at adjustment	=	Unit price for the portion that is attributable to the foreign input cost at bid	X	$\frac{\text{Current exchange rate}}{\text{Exchange rate at bid}}$
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**Domestic Input Adjustment**

The unit price for the portion not attributable to foreign inputs will be adjusted after one year based on the Consumer Price Index (CPI) for Ontario, should a contract extension be granted. If there has been no change or a decrease in the CPI there will be no price adjustment. The percent increase based on CPI for Ontario will be calculated using the formula:

Unit price for the portion that is not attributable to the foreign inputs in Year Y	=	Unit price for the portion that is not attributable to the foreign input cost in Year 1	X	$\frac{\text{CPI Contract Year Y}}{\text{CPI 2017/2018}}$
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Where, CPI Contract Year Y is the CPI for Ontario for the Contract Year in question (the twelve month period ending in the month of Tender closing, i.e. May 2018) and CPI 2017/2018 is the Consumer Price Index for Ontario for the twelve-month period June 1, 2017 to May 30, 2018. Consumer Price Indices will be determined by Statistics Canada for Ontario.

**A-21. Testing**

During the Bid Evaluation, sample bags will be tested for durability as well as adherence to the Specifications as outlined in this Tender. The supplied samples will be assessed and may be tested to the point of failure. Bags and Bid Submissions that fail to meet the Specifications will be rejected.

Lead content testing results, for comparable bags, must be included in the Bid Submission and will be used as part of the Bid Evaluation. It is the desire to have zero lead content in the printed bags and Bid Submission that have lead limits above 90 mg/kg will be rejected.

**A-22. Minimum Purchase Order & the CIF Generic Recycling Bag Small Order Program**

- a. The minimum purchase order is 3,000 bags. However, to assist Municipalities/First Nations who require fewer than 3,000 bags and do not require Municipal specific information printed on the bag, CIF has established the ‘Generic Recycling Bag Small Order Program’. In this manner, the minimum purchase order is achieved by combining the many smaller orders to produce generic recycling bags for use in the various Blue Box programs. CIF and the successful vendor will work to consolidate the orders of Municipalities/First Nations taking advantage of this program by offering two yearly opportunities to purchase generic bags.



Municipalities/First Nations will be given these opportunities, on a semi-annual basis. The Successful Bidder, in consultation with the CIF, will set the 'order call' dates once the work is awarded. In support of the Successful Bidder (s), the CIF will help to notify Municipalities/First Nations of the 'order call' dates and procedures through e-bulletins and other available means (e.g. website, quarterly newsletter).

- b. The Successful Bidder may also wish to work with Municipalities/First Nations to have the bags shipped to one location to ensure the best shipping price possible.

**A-23. Cancellation**

The CIF and, or the Municipality/First Nation reserve the right, in their absolute sole discretion, to cancel this contract within thirty (30) days written notice, without cause and without penalty. Default or breach of any of the terms, conditions, specifications or provisions of the contract, may result in immediate termination of the contract by written notice to the Supplier. In the alternative, the CIF or the Municipality/First Nation may give notice of default or breach to the Supplier and, failing remedy of such default or breach within fifteen (15) working days, may, at their option, terminate the contract by notice to the Supplier.

**A-24. Bidder's Confirmation of Understanding & Agreement to Part A Terms**

Please print this page for signature. Then sign, scan, save with the rest of Part A as a PDF, and upload to the bid submission webpage.

I/We _____ understand the Information and agree to the Terms set out in Part A above.	
Signature:	_____
Title:	_____
Company Name:	_____ Telephone No.: (____) _____
Company Address:	_____ Email: _____
	_____ Date: _____

# Part B: Specifications

The specifications incorporated as part of this Tender require that certain information be provided. Please complete the specification sheets in full and return them, signed, with your bid.

## **B-1. Purpose:**

The purpose of this specification is to identify the minimum requirements for Blue Bags. Specifications have been prepared with the intention of providing a basis for obtaining competitive bids as well as to ensure that a minimum acceptable standard of quality of manufacture for the required Bags is defined. This standard shall apply to the general design of the Bags and includes describing the desired method of manufacture for these goods. The Bidder's ability to be compliant with this standard of quality will ensure that the Successful Bid functions to meet general Blue Box programming needs.

## **B-2. Quality Assurance:**

Until completion of the contract, it shall be the responsibility of the Successful Bidder to ensure that product quality is maintained to the specification requirements. Municipal Purchasers retain the right to refuse receipt of Blue Bags contracted as a result of this Tender where the goods delivered are non-compliant with these specifications. Products received may be randomly tested at the expense of Municipal Purchasers to ensure they meet the requirements and specifications of this Tender and/or the Successful Bidder's response thereto. However, should a product fail to meet the requirements and specifications standards, the Successful Bidder will be responsible in addition to all associated costs for return of defective material, for all expenses incurred by the Municipal Purchaser in testing the product. In cases of discrepancies the decision of the Municipal Purchaser shall govern.

## **B-3. Manufacturing Defects:**

Blue Bags shall be free from manufacturing defects, imperfections and/or design deficiencies that may affect their use, appearance or durability. In all particulars not covered by this Tender document, production shall be in accordance with good commercial practice and materials shall be of the best commercial quality and suitable for the purpose intended.

## **B-4. Deviation from the Specifications:**

Municipal Purchasers reserve the right to make amendments to these specifications either prior to the Tender closing (to be announced via addendum) or after closing (as would be negotiated with one or more selected responsive Bidders).

**B-5. Instructions to Bidders**

Bidders will indicate their conformance with the Requirements below (Sections 1.0 to 8.2). Each page of this specification requires Bidders to clarify compliance or alternatives by indicating:

Conform – Yes: The product meets or exceeds specification requirements.

Conform – No: The product does not meet the requirements as detailed in the specification. If no, the Bidder must state the actual.

State Actual: Where specifications are approximate and where proposed product specifications do not conform, state actual.

Exception Sheet: An Exception Sheet must be completed when a Bidder has indicated that their product’s specifications do not conform to the specification requirements and explanation is required. Each Exception must clearly reference the Section number. The cost implication of non-compliance must be provided. See Appendix B for the Exception Sheet template.

**B-6. Specification Requirements**

Specification Requirement		Conform		State Actual
		Yes	No	
<b>1.0 Product Description</b>				
<b>1.1</b>	General: <ul style="list-style-type: none"> <li>Laminated, woven polypropylene bag with two (2) handles on the top and one (1) handle on the bottom.</li> <li>Blue in colour with full four (4) colour graphics.</li> </ul>			
<b>1.2</b>	Dimensions (centimeters) <ul style="list-style-type: none"> <li>Height – 40 cm</li> <li>Width – 42 cm</li> <li>Depth – 18 cm</li> </ul>			State dimensions H: W: D:
<b>1.3</b>	Volume <ul style="list-style-type: none"> <li>30 litre capacity, minimum</li> </ul>			State volume L:
<b>1.4</b>	Payload <ul style="list-style-type: none"> <li>18 kilogram, minimum</li> </ul>			State payload Kg:

Specification Requirement		Conform		State Actual
		Yes	No	
1.5	Material <ul style="list-style-type: none"> <li>Laminated polypropylene with gloss finish</li> </ul>			
1.6	Material Weight <ul style="list-style-type: none"> <li>160 grams per square meter, minimum</li> </ul>			State weight: GSM
1.7	Colour <ul style="list-style-type: none"> <li>Blue Pantone PMS 301</li> <li>Bags may be requested in other colours, such as grey or yellow.</li> </ul>			
1.8	Handles: <ul style="list-style-type: none"> <li>Two 45 cm carry handles, centered along the top of each side of the bag to facilitate easy carrying of the bag.</li> <li>One 20 cm grab handle that is flush with the bag and centred along the width of the outside bottom of bag to facilitate easy emptying of bag.</li> <li>Handles must match colour of bag (i.e. same colour).</li> </ul>			
1.9	Stitching: <ul style="list-style-type: none"> <li>Must be securely sewn with stitches approximately 4 to 5 stiches per liner inch.</li> <li>All handles to be securely sewn and cross-stitched for durability.</li> <li>Colour of cross stitching must match colour of bag.</li> </ul>			State # stitches per inch
<b>2.0 Durability and Stability</b>				
	<p>The bag is intended to transport recyclable material and must be resistant to blemishing, fading, deterioration and damage from household and cleaning products.</p> <p>The bag should be able to retain small quantities of liquid residue.</p> <p>The bag shall have a smooth surface to minimize dirt accumulation and must be easy to clean.</p> <p>The bag should remain in an upright position when full or empty.</p>			

Specification Requirement		Conform		State Actual
		Yes	No	
<b>3.0 Recycled Content</b>				
	<p>The preference is for Blue Bags made from resins derived from plastics from post-consumer materials (e.g. Blue Box program items) and/or post-industrial materials.</p> <p>State the percent of recycled content by weight, including both post consumer and post industrial, if any.</p>			<p>State recycled content:</p> <p>Post consumer</p> <p style="text-align: right;">%</p> <p>Post industrial</p> <p style="text-align: right;">%</p>
<b>4.0 Lead Content</b>				
	<p>Lead content testing results, for comparable bags, must be included in the Bid Submission. It is the desire to have zero lead content in the printed bags and Bid Submissions that have lead limits above 90 mg/kg will be rejected.</p>			<p>State lead content</p> <p>mg/kg</p>
<b>5.0 Imprinting</b>				
	<p>Imprinting will be in up to full four (4) colour graphics on two (2) sides of the bag (front and back).</p> <p>State minimum and maximum size requirements for artwork.</p> <p>Each Municipal Purchaser will supply their artwork. A separate cost for additional plate charges must be included in the Form of Tender.</p>			<p>Artwork size</p> <p>Minimum dimensions (cm):</p> <p>H:</p> <p>W:</p> <p>Maximum dimensions (cm):</p> <p>H:</p> <p>W:</p>

Specification Requirement		Conform		State Actual
		Yes	No	
<b>6.0 Packaging &amp; Delivery Time</b>				
<b>6.1</b>	Packaging <ul style="list-style-type: none"> <li>• Bags should be packaged in quantities of 100 per corrugated cardboard box, in bundles of 10.</li> <li>• It is the desire to have minimum packaging, and minimum plastic wrap packaging. If additional packaging is required, identify the type and reason for the additional packaging in the Bid Submission.</li> <li>• The supplier shall ensure, when delivering the Bags, that they are packaged in such a way that they will not be damaged upon delivery.</li> <li>• Cardboard boxes must arrive in a condition that allows them to be easily and safely stacked.</li> <li>• The contents (i.e. Blue Bags), quantity, and Municipality/First Nation must be stamped on the outside of the box.</li> </ul>			
<b>6.2</b>	Delivery Time A maximum twelve (12) week delivery time is preferred from the time of order (including sign off of artwork).			# of weeks:
<b>7.0 Optional Inner Divider</b>				
	Include in the Form of Tender (C-5) a cost per bag to add an optional inner divider to create two equal compartments. The purpose of the division would be to allow one bag to contain two streams of recyclable materials (e.g. paper products and containers). The divider shall be securely stitched along the bottom of the bag. The dimensions of each compartment should be: <ul style="list-style-type: none"> <li>• Height – 40 cm</li> <li>• Width – 42 cm</li> <li>• Depth – 9 cm</li> </ul> Note: this will not be the standard bag for all Municipalities/First Nations.			State dimensions (cm):  H: W: D:

Specification Requirement	Conform		State Actual
	Yes	No	
<b>8.0 Warranty</b>			
<b>8.1</b>	The Bags shall be warranted from deterioration or from manufacturing defects within the warranty period. The term of the replacement warranty period may be used in the Bid evaluation process. Each Reusable Bag shall have a minimum five (5) year, full-replacement, unconditional warranty when the bags are used as intended.		Attach full warranty with Bid
<b>8.2</b>	The warranty will provide details of the process for the Municipal Purchaser to return defective Blue Bags and obtain replacement Blue Bags for returned defective Blue Bags. There will be no cost to the Municipal Purchaser for returning and replacing defective Blue Bags.		

**B-7 Bidder Compliance with Specification Requirements**

Please print this page for signature. Then sign and scan the document, save as a PDF, and upload to the bid submission webpage.

I/We \_\_\_\_\_ declare the goods submitted herein completely comply with the aforementioned specifications.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

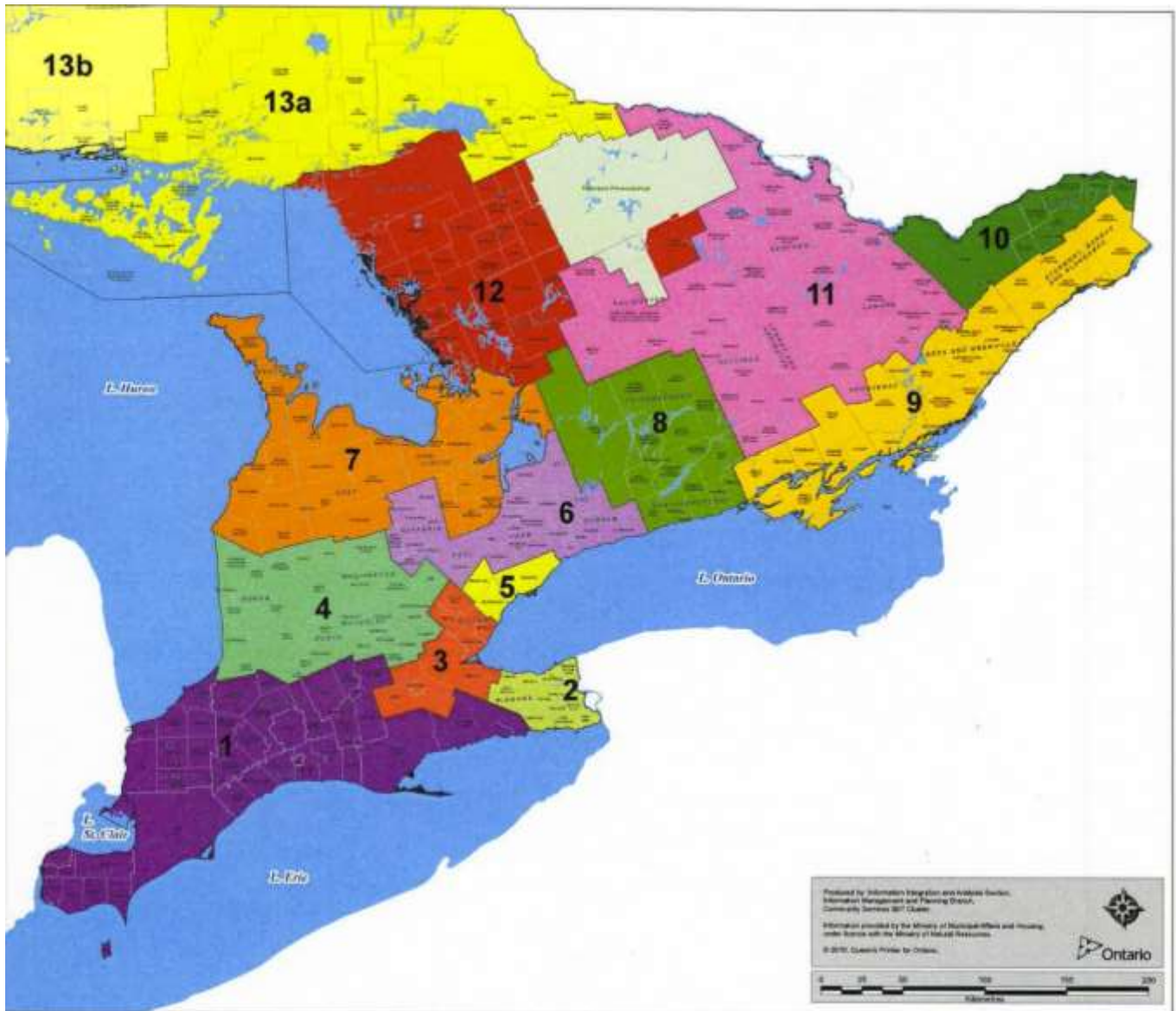
Company Name: \_\_\_\_\_ Telephone No.: (\_\_\_\_) \_\_\_\_\_

Company Address: \_\_\_\_\_ Email: \_\_\_\_\_

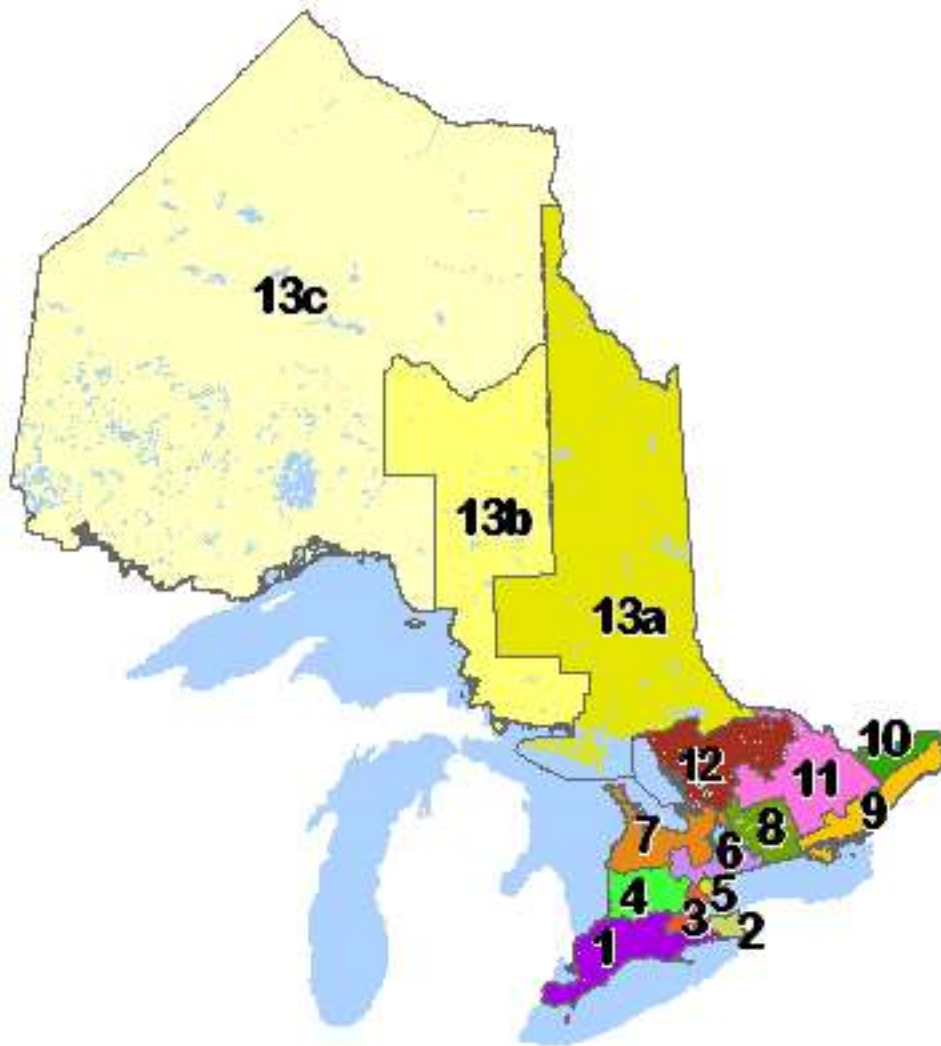
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# Appendix A: Ontario Regions 1 to 12



# Appendix A: Ontario Regions 13a – 13c



# Appendix B: Exception Sheet

An Exception Sheet must be completed when a Bidder has indicated that their product's specifications do not conform to the specification requirements and written explanation is required. Each Exception must clearly reference the Section number. Below is a sample or template to follow.

<b>Specification Section Number</b>	<b>Explanation of Exception.</b> Bidders must indicate the price impact (if any) of the exception so their price may be adjusted if needed. CIF reserves the right, at its sole discretion, to carry out any adjustment they deem necessary.

# Appendix B: Exception Sheet

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<p><i>For example...</i></p> <p><i>Rather than a 22 gallon Blue Box, Vendor XYZ is proposing CIF accept a 24 gallon Blue Box</i></p>	<p><i>For example...</i></p> <p><i>There is no impact on cost. The average unit cost in Part C Form of Tender is the cost for producing the 24 gallon Blue Box. There would be no additional shipping costs for a 22 Gallon vs 24 Gallon Blue Box as they occupy the same amount of space in a truckload, weigh approximately the same amount, when stacked for shipping.</i></p>