



REQUEST FOR TENDER:

SUPPLY & DELIVERY OF BLUE BOXES 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 Boxes For Municipal Purchasers
Issued by:	The Continuous Improvement Fund (CIF)
Scope:	This Request for Tender provides for the supply and delivery of Blue Boxes 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.

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# 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-22.	Submit bid by Wednesday, May 16, 2018 by 4:00 PM	<input type="checkbox"/>
Part B B-6. B-7.	Complete and submit the Specification Requirements table. 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: 'Plastics materials index' Resin weight per box % and source of PCR derived from Ontario's residential Blue Box Program Warranty information Exception sheets (where and if needed)	<input type="checkbox"/>
Part C	Complete and submit the Form of Tender Read Part C closely, and ensure all requested information is submitted as required, including, but not limited to: Quotation for freight costs to Municipalities and First Nations listed in Table C-2 Price of resin at the time of closing HST Registration Number IMPORTANT: Submit both PDF <u>and</u> excel versions of Part C with your bid submission	<input type="checkbox"/>
Part C	Acknowledge the number of Addenda issued in the Form of Tender Section	<input type="checkbox"/>

# General Conditions

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

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

Blue Box Program: refers to the residential recycling program offered by Ontario Municipalities or First Nations groups.

Blue Box/Box(es): a recycling container used in Ontario's residential Blue Box program. The Successful Bidder will be required to provide Boxes in colours other than Blue as specified by the Program provider, 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/Municipalities/Municipal/First Nation(s)/Purchaser(s): the Ontario Municipal or First Nation entity or corporation responsible for the delivery of Ontario's residential Blue Box programming that will issue a contract, or purchase order, to purchase Blue Boxes from the Successful Bidder.

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

Vendor: is used in place of Successful Bidder.

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.

## 2. CIF WARRANTIES FOR USAGE

Whenever requests for tenders 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 Nation. 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 Vendor 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 and conditions 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 the specifications, the Municipality/First Nation reserves the right to cancel the order upon written notice to the vendor and return the product to the Vendor at the Vendor's expense.

#### **4. POST CONSUMER RESIN (PCR)**

For the purposes of this Tender, Post Consumer Resin (PCR) shall refer to resins derived from plastics collected through the Ontario residential Blue Box Program. Failure to comply with this condition where stipulated will be considered a breach of contract.

#### **5. VARIATIONS TO SPECIFICATIONS, TERMS AND CONDITIONS**

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.

#### **6. 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.

#### **7. 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 the vendor agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

## **15. 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.

## **16. LAWS**

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

## **17. 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 Blue Boxes to Municipalities and First Nations in Ontario for use in their Blue Box Programs. The Blue Boxes are to have a capacity of at least 22 gallons.

## **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 the Resource Productivity and Recovery Authority. 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 and First Nation 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 the CIF, in the interest of Municipalities and First Nations, as a cooperative procurement venture. The results of the Tender are to be extended to any Ontario Municipality or First Nation for the purchase of Blue Boxes, in order that they may purchase high quality Blue Boxes at the lowest possible price.

Economy of scale in terms of pricing is the prime objective of this cooperative procurement initiative. Green procurement and market development for resins derived from plastics collected through the Ontario residential Blue Box Program are the secondary objectives.

Each participating Municipality and First Nation represents a separate corporate entity charged with the responsibility of purchasing and accounting for its respective needs as specified in its purchase order. The CIF, as the issuer of this Request for 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.

#### **A-5. Blue Box Resin, Construction and Durability**

Blue Box resin, 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 Box 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 Boxes purchased by Municipalities**

	<b>March 2016 to February 2017</b>	<b>March 2017 to February 2018</b>	<b>Total</b>
<b>Number of Municipalities</b>	65	33	98
<b>Total Number of Blue Boxes</b>	198,250	39,000	237,250
<b>Average Order Size</b>	3,050	1,182	2,421
<b>Median Order Size</b>	600	500	550

#### **A-7. Delivery**

- a. The Successful Bidder(s) will be prepared to supply Blue Boxes to Municipalities and First Nations across Ontario. The different regions of Ontario are shown on the Maps included in Appendix A.
- b. The Successful Bidder(s) will deliver Blue Boxes to Municipalities and First Nations across Ontario by arranging for transportation of Blue Boxes at a competitive rate and will supply

the receiving Municipalities or 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 and First Nations in the same regions to cooperate in sharing transport arrangements (e.g., using one receiving location). Municipalities and First Nations reserve the right to arrange their own shipping of Blue Boxes.

- c. All deliveries are to be Freight on Board (F.O.B.) to the Municipal and First Nation Purchaser's destination and prepaid. Ownership and the title shall be transferred upon receipt at the final destination.
- d. Delivery location(s) at the Municipality or First Nation will be provided to the Successful Bidder(s) as part of the purchase order. Delivery location and requirements will vary for Municipal and First Nation 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 boxes/skids of boxes to the rear of the truck, and may be responsible for lowering boxes 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 or First Nation Purchaser will require the time of arrival of the shipment to be planned.
- g. 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 Boxes**

Sample Blue Boxes are required. Such samples must be received before the closing date and furnished free of expense to the CIF.

Boxes 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.

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

- a. Bids received by the Continuous Improvement Fund later than the specified closing time will not be accepted.
- 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/First Nation 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 Boxes to Ontario Municipalities/First Nation 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/First Nation 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 your bid.
- 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 Boxes, and can demonstrate qualifying experience on projects of a similar nature. The bid with the lowest cost will not necessarily result in award of contract.

A portion of Tender will be awarded to the Bidder with the lowest Average Unit Price. A portion of the Tender will be awarded to the best PCR Score. The CIF reserves the right to award both portions of the tender to a single bidder, should that bidder achieve both the lowest Average Unit Price and the best PCR score.

The portion of the Tender comprised of Blue Box purchases to be made exclusively by the

Municipality/First Nation (i.e., without CIF funding support) will be awarded to the Bidder with the lowest Average Unit Price, Including Freight. The portion of the Tender comprised of Blue Box purchases to be made with CIF funding support will be awarded to the Bidder with the best PCR Score (i.e., the highest PCR content at the lowest price).

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/First Nation 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 Box 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 Blue Box Program 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. Price Adjustment**

Price adjustments will be based on changes in:

- I. Market price of plastic resin, and

II. Consumer Price Index for Ontario, Canada

**Resin Adjustment**

The portion of the base Blue Box unit pricing, resulting from this Tender, attributable to the resin content shall be binding for thirty (30) days from the date of the award of the contract, and shall be reviewed quarterly. Should the market price of resin increase or decrease from the initial unit price, the increase or decrease for future purchases will be passed onto the Municipal/First Nation Purchaser. The amount of the increase or decrease will be determined by three (3) factors:

1. The weight of plastic resin in the Blue Box,
2. The resin price in Canadian Funds at the time of the Tender closing, based on a ‘plastics materials index’ determined by the CIF, and
3. The change in resin price in Canadian Funds at each quarterly interval, from the initial resin price at closing, and based on the same ‘plastics materials index’ noted above.

The weight of plastic resin in the Blue Box will be indicated by the Bidder in the Form of Tender (Part C). If price increases are deemed unacceptable, the Municipal/First Nation Purchaser reserves the right to cancel the contract upon thirty (30) days written notice, without penalty.

**Non-Resin Adjustment**

The portion of the base Blue Box unit pricing, resulting from this Tender, that is not attributable to the resin content 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 resin cost in Year Y	=	Unit price for the portion that is not attributable to the resin 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.

The following example is provided to illustrate the method of calculating price adjustments. Prices and percent adjustments are for illustrative purposes only:



	Description	Source	Amount
A	Blue Box unit price	Submitted by Bidder in Tender	\$5
B	Weight of resin content	Submitted by Bidder in Tender	5 pounds
C	Resin price in Canadian Funds at time of closing	Submitted by Bidder in Tender	\$0.70 per pound
D	Portion of unit price that is attributable to resin content	$B \times C$	\$3.50
E	New Resin price in Canadian Funds at time of adjustment	Benchmark index	\$ 0.714 per pound
F	Percent increase of resin prices	$(E-C)/C$	2.0%
G	New cost of resin content	$(1.0+F) \times D$	\$3.57
H	Unit price that is not attributable to resin content	$A - D$	\$1.43
I	Percent increase in CPI for Ontario	Stats Can <sup>1</sup>	1.5%
J	New unit price of non-resin content	$(1.0 + I) \times H$	\$1.52
K	Adjusted Blue Box unit price	$G + J$	\$5.09

<sup>1</sup>Statistics Canada, Consumer Price Index for Ontario <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01g-eng.htm>

### **A-21. 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-22. 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 submit them, signed, with your bid.

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

The purpose of this specification is to identify the minimum requirements for Blue Boxes. 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 Boxes is defined. This standard shall apply to the general design of the Boxes 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/First Nation Purchasers retain the right to refuse receipt of Blue Boxes 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/First Nation 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/First Nation Purchaser in testing the product. In cases of discrepancies the decision of the Municipal/First Nation Purchaser shall govern.

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

Blue Boxes 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/First Nations 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 exact 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 (e.g., minimum size, 22 gal actual 23.5 gal).

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 Sheet must clearly reference the Section number and the cost implication of non-compliance. See Appendix B for the Exception Sheet template.

**B-6. Specification Requirements**

Specification Requirements		Conform		State Actual
		Yes	No	
<b>1.0 - Size</b>				
<b>1.1</b>	Blue Boxes will be a minimum of 22 U.S. gallons (83.3 litres) capacity. State volume in US gallons and litres.			State volume Gal:  L:
<b>1.2</b>	Provide dimension in centimeters	n/a	n/a	State dimensions:  H:  W:  D:
<b>2.0 - Closing the Loop</b>				

Specification Requirements		Conform		State Actual
		Yes	No	
2.1	Bidders will state their ability to use, and the percentage of, PCR derived from plastics collected through Ontario's residential Blue Box program in the manufacture of the Blue Boxes.			State % post-consumer resin:  %
2.2	Bids shall include a copy of any and all resin manufacturer's Published Specifications Sheet (i.e. for PCR and all non PCR resins used).			
2.3	All plastic materials must be 100% recyclable.			
<b>3.0 - Manufacture Process, Construction and Materials</b>				
3.1	Blue Box shall be made from a seamless one-piece injection-molded process.			
3.2	The Blue Box shall be free from sharp corners and edges and free of catch points and pinch points that could cause injury to residents or collectors.			
3.3	The exterior and interior surfaces shall be smooth, uniform in appearance, and free of crevices, recesses, shrink holes, cracks, blow holes, webs, flash or other superficial imperfections or structural defects that could adversely affect the appearance and performance of the Blue Box. It shall not support combustion.			
3.4	The Blue Box must be tapered such that the opening at the top is wider/larger than the bottom dimension to facilitate tipping of material from the box into the collection vehicle. The interior construction and shape shall assure the free flow of contents out for the Blue Box when emptied.			

Specification Requirements		Conform		State Actual
		Yes	No	
3.5	The Blue Box bodies shall be designed such that they can nest together without any likelihood of sticking in stacks (i.e., they can be stored in stacks and individual boxes can be removed from the stack easily; the boxes will not stick together when nested).			
3.6	Include drain holes.			
3.7	Be resistant to blemishing and damage from household liquids.			
3.8	The Blue Box manufacturer shall maintain, on file, certification by the resin supplier(s) that the resin supplied and used for construction of the Blue Boxes meets published physical properties for each lot of resin purchased.			
<b>4.0 - Rim/Grip Handles</b>				
4.1	The Blue Box must contain four (4) smooth rim handles, at least two (2) of which will be wider grip handles, and that are a molded part of the body of the box. The handles must be on the short sides of the box and of sufficient length and width to facilitate for easy gripping by collectors wearing winter work gloves.			
<b>5.0 - Colour – Blue</b>				
5.1	Blue Boxes will be Blue unless otherwise specified. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished Box. The Boxes will be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The Boxes shall be protected against ultraviolet rays with an ultraviolet stabilizer additive. Some			Other Colours available and PCR resin of each:

Specification Requirements		Conform		State Actual
		Yes	No	
	variation from the requested colour will be permitted to accommodate the use of PCR resin.			
5.2	<p>Each Purchaser will specify the Box colour. Aside from Blue, requests for alternative colours have been black, grey, red &amp; yellow.</p> <p>CIF recognizes colours other than blue may require the selected supplier incur additional costs in the manufacture of these products. To provide supplier's with relief in this regard, this RFP will allow bidders to stipulate a minimum order quantity for colours other than blue.</p>			Minimum order:
<b>6.0 - Hot Stamping &amp; Labeling</b>				
6.1	<p>Front &amp; Back Panel</p> <p>Blue Boxes will be Hot Stamped on the front &amp; back panel with information unique to the Municipal/First Nation Purchaser. The cost of this Hot Stamp, should the Municipality/First Nation elect to purchase it, will be an additional cost to the Municipality/First Nation. The Municipal/First Nation Purchaser will supply the design, artwork and layout of the Hot Stamp at the time of the order. Bidders are to state the maximum allowable dimensions for the front &amp; back Hot Stamp.</p>			<p>Hot Stamp</p> <p>Dimensions (cm):</p> <p>H:</p> <p>W:</p>
6.2	<p>Side Panels</p> <p>Blue Boxes will be hot stamped on both side panels with a CIF acknowledgement and a statement about PCR. The cost of this Hot Stamp is to be included in the unit price. The CIF will supply the design, artwork and layout. Bidders are to state the maximum dimensions of the side panel Hot Stamp.</p>			<p>Hot Stamp</p> <p>Dimensions (cm)</p> <p>H:</p> <p>W:</p>

Specification Requirements		Conform		State Actual
		Yes	No	
6.3	For warranty purposes, each unit must contain the manufacturer's name and date of production on the bottom of the Blue Box.			
<b>7.0 - Temperature Rating</b>				
7.1	The Blue Box shall withstand temperature ranges from -40°C to 60°C, without cracking, distorting, warping, rotting or breaking.			
<b>8.0 - Warranty</b>				
8.1	Each Blue Box shall have a minimum five (5) year, full-replacement, unconditional warranty.			
8.2	The warranty will provide details of the process for the Municipal/First Nation Purchaser to return defective Blue Boxes and obtain replacement Blue Boxes. There will be no cost to the Municipal/First Nation Purchaser.  The Bidder shall attach full details of the warranty offered.			Attach full warranty with Bid



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

Please print this page for signature. Then sign and scan the document (i.e, all of Part B), 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: \_\_\_\_\_

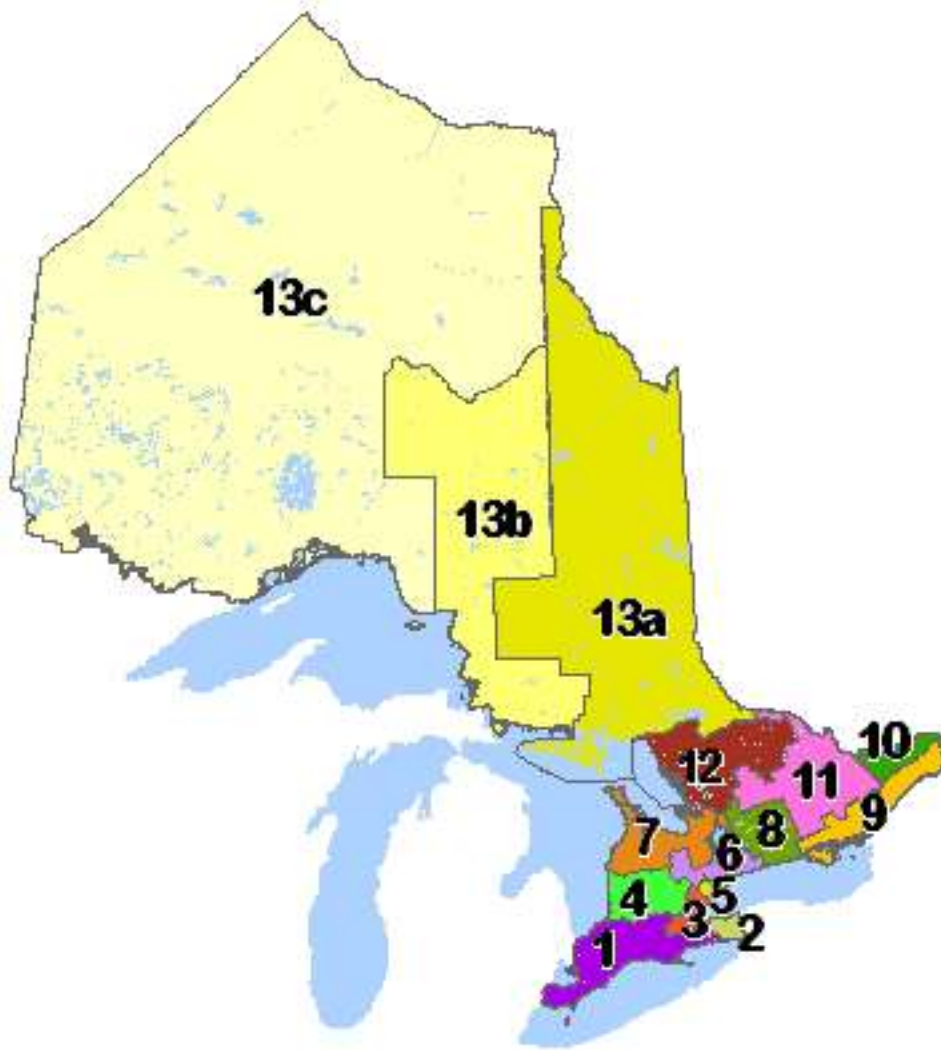
\_\_\_\_\_ Date: \_\_\_\_\_

# Appendix A: Ontario Regions 1 to 12



CIF Tender  
Supply & Delivery of Blue Boxes

# 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 entry on the Exception Sheet 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

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 entry on the Exception Sheet 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.
<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>