



REQUEST FOR TENDER:

Supply & Delivery of **Blue Bags**

For Municipal and First Nations Purchasers

Posted: Monday, March 29, 2021

Inquiry deadline: Monday, April 12, 2021, no later than 5:00 p.m.

Bid deadline: Monday, April 26, 2021, no later than 5:00 p.m.



Request for Tender: Supply & Delivery of Blue Bags for Municipal and First Nation 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, March 29, 2021

Inquiries: Monday, March 29, 2021 until
Monday, April 12, 2021, no later than 5:00 p.m.

Inquiries can be made, in writing, to Alyssa Broadfoot at procurement@thecif.ca.

Closing Date & Time: Monday, April 26, 2021, no later than 5:00 p.m.

Bids are to be submitted electronically, via email to Alyssa Broadfoot at procurement@thecif.ca.

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 4**
- General Conditions 5**
 - 1. Definitions Pertaining to This Request for Tender 5
 - 2. CIF Warranties for Usage 5
 - 3. Acceptance of Material 5
 - 4. Variations to Specifications, Terms and Conditions 6
 - 5. Delivery 6
 - 6. Copyrights or Patent Rights 6
 - 7. Safety Standards 6
 - 8. Manufacturer's Certification 6
 - 9. Signed Bid to be Considered an Offer..... 7
 - 10. Specifications 7
 - 11. Bid Attachments 7
 - 12. Reservations for Rejection and Award 7
 - 13. Sub-Contracts..... 7
 - 14. Bidder Warranty..... 8
 - 15. Laws 8
 - 16. Brand Names..... 8
- Part A: Terms & Information to Bidders 9**
 - A-1. Scope 9
 - A-2. Contract Period & Renewal..... 9
 - A-3. The Continuous Improvement Fund..... 9
 - A-4. Co-operative Procurement..... 9
 - A-5. Blue Bag Construction and Durability 10
 - A-6. Quantities 10
 - A-7. Delivery 10
 - A-8. Sample Blue Bags 11
 - A-9. Submission of Bids 12
 - A-10. Exclusion of Bidders in Litigation 13
 - A-11. Exclusion of Bidders Due to Poor Performance 13
 - A-12. Anti-Lobbying Restrictions 13
 - A-13. Inquiries..... 14

A-14.	Sales Taxes - Harmonized Sales Tax (HST).....	14
A-15.	Basis of Award, Reservation or Rejection	14
A-16.	Disputes	14
A-17.	Bid Submissions	15
A-18.	Requirements at the Time of Execution	15
A-19.	Invoicing	15
A-20.	Pricing and Price Adjustment.....	15
A-21.	Minimum Purchase Order	17
A-22.	Cancellation.....	17
A-23.	Bidder's Confirmation of Understanding & Agreement to Part A Terms	18
Part B:	Specifications	19
B-1.	Purpose:	19
B-2.	Quality Assurance:.....	19
B-3.	Manufacturing Defects:.....	19
B-4.	Deviation from the Specifications:.....	19
B-5.	Instructions to Bidders	20
B-6.	Specification Requirements	20
B-7.	Bidder Compliance with Specification Requirements	26
Part C:	Form of Tender	27
C-1.	Offer	27
C-2.	Price to Supply & Deliver Bags	27
C-2.b	Base Blue Bag Unit Price.....	28
C-2.c	Municipal Identification Plate Charge	28
C-2.e	Calculated Average Unit Price, including Freight	29
C-3.	Base Blue Bag Unit Price Composition	29
C-4.	Plate Charge.....	29
C-5.	Divider	29
C-6.	Delivery of Blue Bags	30
C-7.	Qualifying Experience on Projects of a Similar Nature	30
C-8.	Please state terms of payment	30
C-9.	Payment Remittance Address.....	30
C-10.	Bidder Declarations, Contact Information and Signature.....	31
Appendix A:	Exception Sheet	32

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

Part A A-23.	Submit Bid on or before Monday, April 26, 2021 at 5:00 p.m.	<input type="checkbox"/>
Part B B-6. B-7.	Complete and submit the Specification Requirement. 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: <ul style="list-style-type: none">• 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.• Lead content testing results, for comparable Bags• 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: <ul style="list-style-type: none">• Quotation for freight costs to Municipalities and First Nations listed in Table C-2• HST Registration Number IMPORTANT: Submit both PDF and 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: a person, corporation, or other entity that responds, or intends to respond to a Request for Tender.

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

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 or 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 / Municipalities / Municipal and/or 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 Bags from the Successful Bidder.

Successful Bidder / Vendor: a person, corporation or other entity that is awarded the contract or purchase order resulting from a Request for Tender.

Tender / Request for Bids / Bids: is used in place of Request for Tender and information in the appropriate context.

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 and First Nations. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the Municipality or 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 or 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 or First Nation is found to be defective or does not conform to specifications, the Municipality or 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. 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.

5. Delivery

Time will be of the essence for any orders placed as a result of this Request for Tender. The Municipality or 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 Vendor 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 or 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 or 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 and 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 and First Nations in Ontario for use in their Blue Box Programs. 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 from the date of Award to December 31, 2022, with an option to renew as detailed in Section A-2. b.
- b. CIF has the option to renew the contract for two (2) twelve (12) month periods.

A-3. The Continuous Improvement Fund

The Continuous Improvement Fund (CIF) is a funding and 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 coordinates the co-operative purchase of resources such as Blue Boxes, Recycling Carts and Bags. 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 Bags, in order that they may purchase high quality Bags at the lowest possible price. Economies of scale in terms of pricing are prime objectives of this cooperative procurement initiative.

CIF will evaluate the Bids and make the award to the successful Bidder(s). Each participating Municipality or First Nation will issue their own purchase order. Upon such award and issuance of the purchase order, the terms, conditions and specifications herein set forth shall be confirmed and binding upon the Municipality and First Nation and the Bidder(s).

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 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 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. 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. Total quantities are to be confirmed by each Municipality or First Nation through a purchase order.

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

	2016	2017	2018	2019	2020
Number of Municipalities	2	4	3	8	4
Total Number of Blue Bags	16,000	43,000	12,000	43,500	30,000
Average Order Size	8,000	8,600	4,000	3,625	6,000

A-7. Delivery

- a. The Successful Bidder(s) will be prepared to supply Blue Bags to Municipalities and First Nations across Ontario.
- b. The Successful Bidder(s) will deliver Blue Bags to Municipalities and First Nations across Ontario by arranging for transportation of Blue Bags 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 Bags.

- c. All deliveries to be Freight on Board (F.O.B.) to the Municipal or 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 as part of the purchase order from the Municipality or First Nation. 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 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 or First Nation 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 Vendor's stated delivery timeframe within the Bid Submission may result in a cancellation of the contract without penalty.
- h. The Vendor 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 Vendor at their cost.

A-8. Sample Blue Bags

Three (3) sample Blue Bags are required. Such samples must be received before the date of Tender closing and furnished free of expense to the CIF. Bags will be sent to:

Alyssa Broadfoot, Continuous Improvement Fund
492513 Southgate Sdrd 49, RR2
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 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 Managing Director of the CIF, or designate, may reject the bid and decide to re-tender.
- e. The CIF assumes no responsibility for any verbal (spoken) information from any Municipal or First Nation staff or from any consultant firms retained by Municipalities and 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 and 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 or 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

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 Vendor 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

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 and First Nation staff, elected Council members of the participating Municipalities and First Nations, RPRA staff and board members, and Stewardship Ontario staff and board members.

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

Additional clarification of any of the instructions or information contained herein must be obtained in writing from the CIF by contacting Alyssa Broadfoot, in writing, by email at procurement@thecif.ca by Monday, April 12, 2021, no later than 5:00 p.m.

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 Monday, April 12, 2021, no later than 5:00 p.m. 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.

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 or 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 and 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 or 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 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 and First Nation Purchasers in submitting their orders. To preview what may be required, visit <https://thecif.ca/ccpp>.

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 or First Nation. The address for invoicing and any specific requirements will be provided by the Municipality or First Nation when the Purchase Order is issued.

A-20. Pricing and Price Adjustment

Price adjustments will be based on changes in:

- i. The exchange rate between Canadian and US dollars, and
- ii. Consumer Price Index for Ontario, Canada

Foreign Input Adjustment

The portion of the Bag pricing, resulting from this Tender, that is attributable to foreign inputs shall be adjusted annually on June 1, starting June 1, 2022, based on the exchange rate between the Canadian and US dollars. If there has been no change or a decrease in the exchange rate, there will be no price adjustment. At any time during the term of the contract, should the exchange rate between the Canadian and US dollars increase or decrease at least 5%, the price may be adjusted to reflect the change.

The percent increase based on the exchange rate will be calculated using the formula:

$$\text{Foreign Inputs Unit Price Year Y} = \text{Foreign Inputs Unit Price Year 1} \times \left(\frac{\text{Exchange Rate Year Y}}{\text{Exchange Rate Year 1}} \right)$$

Where, the Foreign Inputs Unit Price is for the portion of Bag pricing that is attributable to Foreign Inputs. Where Exchange Rate Year Y is the exchange rate between the Canadian and US dollars at the time of adjustment and the Exchange Rate Year 1 is the exchange rate between the Canadian and US dollars at the start of the contract in 2021 (i.e., June 2021). The exchange rate will be determined by the Bank of Canada (source: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>)

Domestic Input Adjustment

The portion of the Bag pricing, resulting from this Tender, that is not attributable to foreign inputs will be adjusted annually on June 1, starting June 1, 2022, based on the Consumer Price Index (CPI) for Ontario. 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:

$$\text{Domestic Inputs Unit Price Year Y} = \text{Domestic Inputs Unit Price Year 1} \times \left(\frac{\text{CPI Year Y}}{\text{CPI Year 1}} \right)$$

Where, the Domestic Inputs Unit Price is the portion of Bag pricing not attributable to foreign inputs. Where, CPI Year Y is the Consumer Price Index for All-items in Ontario for the Contract Year in question (with the most recent monthly data at the time of adjustment, i.e., April 2022) and CPI Year 1 is the Consumer Price Index for All-items in Ontario for the first month of the contract in 2021 (i.e., June 2021). Consumer Price Indices will be determined by Statistics Canada for Ontario (source: <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B0%5D=1.14&cubeTimeFrame.startMonth=01&cubeTimeFrame.startYear=2021&referencePeriods=20210101%2C20210101>).

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 Bag unit price (\$CAD)	Bid Submission	\$ 1.00
B	Foreign Component portion (%)	Bid Submission	80%
C	Foreign Component Price at time of Bid (\$CAD)	A x B	\$ 0.80
D	Exchange rate at Bid	Bank of Canada	1.326
E	Exchange rate at time of adjustment	Bank of Canada	1.343
F	Percent increase of Exchange Rate (%)	(E - D) / D	1.28 %
G	New price for Foreign Component (\$CAD)	C x (E / D)	\$ 0.81
H	Unit price that is not attributable to Foreign Inputs	A – C	\$ 0.20
I	Ontario CPI for month of start of contract (i.e., June 2021)	Statistics Canada	140
J	Ontario CPI for most recent monthly data available at time of adjustment (i.e., April 2022)	Statistics Canada	142.1
K	Percent increase in CPI for Ontario	(J – I) / I	1.5%
L	New Domestic Input Unit Price	H x (J / I)	\$ 0.20
M	Adjusted unit price of Bag	G + L	\$ 1.01

A-21. Minimum Purchase Order

The minimum purchase order is 3,000 Bags. The minimum purchase order may be achieved by combining smaller orders to produce generic Recycling Bags for use in various Blue Box Programs. The successful Vendor will work to consolidate the orders of Municipalities and First Nations by offering opportunities to purchase generic Bags. In support of the Successful Bidder, the CIF will help to notify Municipalities and First Nations of the deadlines and procedures through e-bulletins and other available means (e.g., website, quarterly newsletter).

The Successful Bidder may also wish to work with Municipalities and First Nations to have the Bags shipped to one location to ensure the best shipping price possible.

A-22. Cancellation

Any Municipality or 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 and First Nations.

The CIF reserve the rights, in its 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 Vendor. In the alternative, the CIF may give notice of default or breach to the Vendor and, failing remedy of such default or breach within fifteen (15) working days, may, at their option, terminate the contract by notice to the Vendor.

A-23. 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 submit with your Bid.

I/We, the undersigned, understand the Information and agree to the Terms set out in Part A above.

Signature: _____

Name (printed): Name _____ Date: Date _____

Title: Title _____

Company Name: Company _____

Company Address: Address _____

Phone: Phone _____ Email: Email _____

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 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 or First Nation 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 or 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 or First Nation Purchaser in testing the product. In cases of discrepancies the decision of the Municipal or First Nation 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 or 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 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, 30L, actual volume, 32L).

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 must be provided. See Appendix A for the Exception Sheet template.

B-6. Specification Requirements

Specification Requirements		Conform		State Actual
		Yes	No	
1.0 Product Description				
1.1	Each Bag shall be a laminated, woven polypropylene Bag with two (2) handles on the top and one (1) handle on the bottom. The Bags will be Blue in colour with full four (4) colour graphics.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
1.2	Provide dimensions in centimeters <ul style="list-style-type: none"> • Height: (~ 40 cm) • Width: (~ 42 cm) • Depth: (~ 18 cm) 	n/a	n/a	H: Height W: Width D: Depth
1.3	Bags shall be a minimum of 30 litres capacity.	<input type="checkbox"/>	<input type="checkbox"/>	Volume
1.4	Bags shall have a minimum 18-kilogram payload.	<input type="checkbox"/>	<input type="checkbox"/>	Payload
1.5	Bags shall be made of laminated polypropylene with gloss finish.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.6	The material weight of the Bags shall be a minimum of 160 grams per square meter.	<input type="checkbox"/>	<input type="checkbox"/>	Material Weight
1.7	The Bags shall be Blue Pantone colour PMS 301. Bags may be requested in other colours, such as grey or yellow.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.8	The Bags shall have two (2) 45 cm carry handles, centered along the top of each side of the Bag to facilitate easy carrying and one (1) 20 cm grab handle that is flush with the Bag and centered along the width of the outside bottom of Bag to facilitate easy emptying of Bag. Handles must match colour of Bag (i.e., same colour).	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
1.9	The stitching must be securely sewn with approximately 4 to 5 stiches per liner inch. All handles to be securely sewn and cross-stitched for durability. Colour of cross stitching must match colour of Bag.	<input type="checkbox"/>	<input type="checkbox"/>	Stitches per inch
2.0 Durability and Stability				
2.1	The Bag is intended to transport recyclable material and must be resistant to blemishing, fading, deterioration and damage from household and cleaning products.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
2.2	The Bag should be able to retain small quantities of liquid residue.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
2.3	The Bag shall have a smooth surface to minimize dirt accumulation and must be easy to clean.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
2.4	The Bag should remain in an upright position when full or empty.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
3.0 Recycled Content				
3.1	<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>	n/a	n/a	Post consumer: % Post industrial: %
4.0 Lead Content				
4.1	<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>	<input type="checkbox"/>	<input type="checkbox"/>	Lead content
5.0 Imprinting				
5.1	<p>Imprinting will be in up to full four (4) colour graphics on two (2) sides of the Bag (front and back). Each Municipal or First Nation Purchaser will supply their artwork. A separate cost for additional plate charges must be included in the Form of Tender.</p> <p>State minimum and maximum size requirements for artwork.</p>	<input type="checkbox"/>	<input type="checkbox"/>	Minimum (cm): H: Height W: Width Maximum (cm): H: Height W: Width

Specification Requirements		Conform		State Actual
		Yes	No	
6.0 Packaging & Delivery Time				
6.1	Packaging <ul style="list-style-type: none"> • Bags should be packaged in quantities of 100 per cardboard box, in bundles of 10. • 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. • The Vendor shall ensure, when delivering the Bags, that they are packaged in such a way that they will not be damaged upon delivery. • Boxes must arrive in a condition that allows them to be easily and safely stacked. • The contents (i.e., Blue Bags), quantity, and Municipality or First Nation must be stamped on the outside of the box. 	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
6.2	A twelve (12) week delivery time is preferred from the time of order (including sign off of artwork).	<input type="checkbox"/>	<input type="checkbox"/>	Delivery time, in weeks

Specification Requirements		Conform		State Actual
		Yes	No	
7.0 Optional Inner Divider				
7.1	<p>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). Note: this will not be the standard Bag for all Municipalities or First Nations.</p> <p>The divider shall be securely stitched along the bottom of the Bag.</p> <p>The dimensions of each compartment should be:</p> <ul style="list-style-type: none"> • Height – 40 cm • Width – 42 cm • Depth – 9 cm 	<input type="checkbox"/>	<input type="checkbox"/>	<p>Compartment dimensions:</p> <p>H: Height</p> <p>W: Width</p> <p>D: Depth</p> <p>More information, if applicable</p>
8.0 Warranty				
8.1	<p>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.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>More information, if applicable</p>

Part C: Form of Tender

Bidders must submit pricing to supply and deliver Blue Bags by completing this Form of Tender.

C-1. Offer

I/We, the undersigned, hereby offer to supply and deliver Blue Bags in accordance with CIF's Request for Tender for Supply & Delivery of Blue Bags for Municipal and First Nation Purchasers' General Conditions, Part A: Terms and Information to Bidders, Part B: Specifications, and Part C: Form of Tender (as follows), all of which will be deemed part of our agreement should this Bid be accepted.

C-2. Price to Supply & Deliver Bags

The CIF has provided example order quantities for the purpose of supporting potential Bidders in their pricing activities for this Tender. In Table C-2 below, fictitious order quantities are presented. These quantities are provided purely to assist CIF in determining the implications of freight costs to Blue Bag purchases made through this program. The freight costs inputted into Table C-2 by Bidders are used in calculating the "Calculated Average Unit Price, including Freight". The lowest Calculated Average Unit Price, Including Freight is the basis for selecting the eventual Vendor for the Blue Bag Tender.

Bidders are to obtain a quote for the cost of freight for each location listed in Table C-2 from a shipping company. A copy of the quote must be submitted with the Bid, and the shipping quote must be acceptable to the CIF. The cost of freight for each Municipality and First Nation provided by the shipping company must be used to complete Column F in Table C-2.

The data entered in Table C-2 will automatically generate the Average Blue Bag Unit Price including Freight, in Section C-2.e.

C-2.a Considerations about Calculations

- a. If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.
- b. If both the unit price and total price are left blank, then both shall be considered as zero
- c. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.
- d. If the total price is left blank for a lump sum item, it shall be considered as zero.

- e. If the Tender contains an error in addition and/or subtraction and/or transcription in the approved Tender documentation format requested (i.e., not in any additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern.
- f. Tenders containing prices that appear to be so unbalanced as to likely affect the interests of the Municipal and First Nation Purchasers adversely may be rejected.
- g. The Tender will be awarded to the Bidder who submits the lowest Calculated Average Unit Price in C-2.e., and who demonstrates the ability to successfully fulfil the terms as outlined in this Tender.
- h. If the contract is extended, Blue Bags purchased under the contract extension shall be based on the Unit Price submitted in C-2.b, and adjusted as outlined in Section A-20.

C-2.b Base Blue Bag Unit Price

This unit price is to be used as the Blue Bag base unit price for the term of this contract. It will be adjusted as outlined in Section A-20. It will be used to populate Column C in Table C-2 below

Unit Price

C-2.c Municipal Identification Plate Charge

Assume the bag will require one plate, with identical images on the front and back of the bag. Assume the print will be blue in colour with full four (4) colour graphics. Some Municipalities will request two plate designs, one each for the front and back of the bag.

Plate Charge

C-2.d Freight Costs

Table C-2: Submitted Price to Supply & Deliver Blue Bags

Update Fields (double click)

A	B	C	D	E	F	G
Location	Quantity	Unit Price	Extended Price	Plate Charge	Freight	Price = D + E
Barrie	3,000	\$ 0.00	\$0.00	\$ 0.00	Freight	\$0.00
Welland	3,000	\$ 0.00	\$0.00	\$ 0.00	Freight	\$0.00
Kingston	3,000	\$ 0.00	\$0.00	\$ 0.00	Freight	\$0.00
Sudbury	3,000	\$ 0.00	\$0.00	\$ 0.00	Freight	\$0.00
Total	12,000					\$0.00

C-2.e Calculated Average Unit Price, including Freight

This amount is calculated automatically from the data entered in Table C-2, (i.e., the total price calculated in column G is divided by the total quantity of Blue Bags). The Tender for the Supply and Delivery of Blue Bags will be awarded based on the lowest stated Average Unit Price, including Freight.

\$0.00

C-3. Base Blue Bag Unit Price Composition

Update Fields (double click)

a. Foreign Component of Unit Price: State the proportion (%) of foreign cost inputs in the Base Blue Bag Unit Price

%

b. Domestic Component of Unit Price: State the proportion (%) of domestic cost inputs in the Base Blue Bag Unit Price

%

Total: Note, the total must sum to 100%

0%

C-4. Plate Charge

a. State the lump sum and one time charge for a plate for printing a different image on the second side of the bag.

Plate charge for second side

b. State the minimum quantity of Bags to be purchased for when the plate charge is waived.

Minimum to waive plate charge

C-5. Divider

a. Some municipalities may require that the bag have a divider to keep materials separated into two compartments inside the bags. State the per unit price for the divider.

Divider price per unit

b. State the minimum quantity of Bags to be purchased for the divider.

Minimum quantity for Divider

C-6. Delivery of Blue Bags

Describe the process that will be used to obtain competitive pricing to deliver Blue Bags to Municipalities and First Nations. CIF will request evidence of this process at times throughout the Contract term.

Delivery process

C-7. Qualifying Experience on Projects of a Similar Nature

Please provide a list of contracts held that were similar in scope and size that you have completed. Include the following details: who the contract was for, number of Bags supplied and delivered and the duration of the contract.

	Municipality / Customer and Contact Name	#	Duration	Phone Number and Email
1	Customer	#	Duration	Contact Information
2	Customer	#	Duration	Contact Information
3	Customer	#	Duration	Contact Information

C-8. Please state terms of payment

Payment Terms

C-9. Payment Remittance Address

(if different than the address indicated below)

Remittance Address

C-10. Bidder Declarations, Contact Information and Signature

Please print this section for signature. Then sign and scan the document (i.e., all of Part C), save as a PDF, and submit with your Bid.

I/WE DECLARE that no person, firm or Corporation other than the one whose signature or the signature of whose proper officers and the seal is or are attached below, has any interest in this Tender.

initial

I/WE FURTHER DECLARE that this Tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm, or person making a Bid for the same work and is in all respects fair and without collusion for fraud.

initial

I/WE FURTHER DECLARE that the several matters stated in the said Tender are all in respect true.

initial

I/WE have acknowledged and read Addenda numbered as follows

#

through to

#

I/We, the undersigned, are authorized to bind the COMPANY/CORPORATION.

Signature:

Name (printed): Name

Date: Date

Title: Title

Company Name: Company

Company Address: Address

HST Registration #: HST #

Phone: Phone

Email: Email

Appendix A: 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.

Specification Section Number	Explanation of Exception. 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>Example:</i></p> <p><i>Section 1.3 Volume 30 litre capacity</i></p>	<p><i>Example:</i></p> <p><i>Rather than 30 litre capacity Recycling Bag, we are proposing CIF accept at 29 litre Recycling Bag.</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 29 litre Recycling Bag.</i></p> <p><i>The change in volume is minimal.</i></p>

An additional Exception Sheet Template is available to download with the RFT documents.