



## **REQUEST FOR TENDER:**

Supply & Delivery of **Blue Boxes**

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 Boxes for Municipal and First Nation 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, 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](mailto: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](mailto: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.

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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

Part A A-22.	Submit Bid on or before Monday, April 26, 2021 at 5:00 p.m.	<input type="checkbox"/>
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Part B B-6. B-7.	Complete and submit the Specification Requirements table.  Read Part B closely and ensure all requested information is submitted in the space provided or as a clearly labeled attachment, including, but not limited to: <ul style="list-style-type: none"><li>• Warranty information</li><li>• Exception sheets (where and if needed)</li></ul>	<input type="checkbox"/>
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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"><li>• 'Plastics materials index'</li><li>• % and source of PCR derived from Ontario's residential Blue Box Program</li><li>• Quotation for freight costs to Municipalities and First Nations listed in Table C-2</li><li>• Resin weight per Box</li><li>• Price of resin at the time of closing</li><li>• HST Registration Number</li></ul> IMPORTANT: Submit both PDF and excel versions of Part C with your Bid submission	<input type="checkbox"/>
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Part C	Acknowledge the number of Addenda issued in the Form of Tender Section	<input type="checkbox"/>
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## 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 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 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 Boxes from the Successful Bidder.

Post-Consumer Resin (PCR): refers to resins derived from plastics collected through the Ontario residential Blue Box Program.

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 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 or 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 the 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 the 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 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 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 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 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. Circular economy procurement (i.e., market development for resins derived from plastics collected through the Ontario residential Blue Box Program) are the secondary objectives.

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 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. 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-7. 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. 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 Boxes purchased by Municipalities**

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>Number of Municipalities</b>	17	24	27	40	23
<b>Total Number of Blue Boxes</b>	119,900	75,800	142,516	149,705	33,960
<b>Average Order Size (units)</b>	3,155	1,895	2,689	2,023	1,061

**A-7. Delivery**

- a. The Successful Bidder(s) will be prepared to supply Blue Boxes to Municipalities and First Nations across Ontario.
- 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 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(s) 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 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 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 Boxes**

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

Alyssa Broadfoot, Continuous Improvement Fund  
492513 Southgate Sideroad 49, RR2  
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 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 or 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 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.

- c. 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 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](mailto: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,

by 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 your Bid.

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 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, including freight. 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 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:

- i. Blue Box ordering instructions to be posted on the CIF website.
- ii. 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. 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 monthly. 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 or First Nation Purchaser. The amount of the increase or decrease will be determined by three (3) factors:

- i. The weight of plastic resin in the Blue Box,
- ii. The resin price in Canadian Funds at the time of the Tender closing, based on a 'plastics materials index' or resin supplier invoice, to be provided by the Bidder, and deemed acceptable by the CIF, and,
- iii. The change in resin price in Canadian Funds at each monthly interval, from the initial resin price at closing, and based on the same 'plastics materials index' or a resin supplier invoice, as noted above.

The weight of plastic resin in the Blue Box, the resin price at closing, the 'plastics material index' or resin supplier invoice to be used will be indicated by the Bidder in the



Form of Tender (Part C). If price increases are deemed unacceptable, the CIF reserves the right to cancel the contract upon thirty (30) days written notice, without penalty.

$$\text{New Cost of Resin Content} = \text{Original Cost of Resin Content} \times \left( \frac{\text{Resin Price Y}}{\text{Resin Price 1}} \right)$$

Where, Original Cost of Resin Content equals the weight of the resin content multiplied by the resin price at time of closing, Resin Price Y is the resin price at the time of adjustment, and Resin Price 1 is the resin price at the time of closing.

### **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 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:

$$\text{Non-resin unit price Year Y} = \text{Non-resin unit price Year 1} \times \left( \frac{\text{CPI Year Y}}{\text{CPI Year 1}} \right)$$

Where, the non-resin unit price is for the portion that is not attributable to resin cost. 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 Box unit price (\$CAD)	Bid Submission	\$ 5.00
B	Weight of resin content (lbs)	Bid Submission	5
C	Resin price at time of closing (\$CAD / lb)	Bid Submission	\$ 0.70
D	Portion of unit price that is attributable to resin content	$B \times C$	\$ 3.50
E	New Resin price at time of adjustment (\$CAD / lb)	Benchmark index or Resin Supplier Invoice	\$ 0.714
F	Percent increase of resin prices	$(E - C) / C$	2.0%
G	New cost of resin content	$D \times (E / C)$	\$3.57
H	Unit price that is not attributable to resin content	$A - D$	\$1.50
I	Ontario CPI for month of start of contract (i.e., June 2021)	<a href="#">Statistics Canada</a>	140
J	Ontario CPI for most recent monthly data available at time of adjustment (i.e., April 2022)	<a href="#">Statistics Canada</a>	142.1
K	Percent increase in CPI for Ontario	$(J - I) / I$	1.5%
L	New unit price of non-resin content	$H \times (J / I)$	\$1.52
M	Adjusted Blue Box unit price	$G + L$	\$5.09

#### A-21. 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 or First Nations.

The CIF reserves the right, 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-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 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 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 or 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 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 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 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 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 A for the Exception Sheet template.

**B-6. Specification Requirements**

Specification		Conform		State Actual
		Yes	No	
<b>1.0 - Size</b>				
1.1	Blue Boxes will be a minimum of 22 U.S. gallons (83.3 litres) capacity.  State volume in US gallons and metric litres.	<input type="checkbox"/>	<input type="checkbox"/>	Volume
1.2	Provide dimension in centimeters	n/a	n/a	H: Height W: Width D: Depth

Specification		Conform		State Actual
		Yes	No	
<b>2.0 - Closing the Loop</b>				
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.	<input type="checkbox"/>	<input type="checkbox"/>	%: PCR %  More information, if applicable
2.2	Bids shall include a copy of any and all resin manufacturer's Specifications Sheet (i.e., for PCR and all non-PCR resins used).	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
2.3	All plastic materials must be 100% recyclable.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
<b>3.0 - Manufacture Process, Construction and Materials</b>				
3.1	Blue Box shall be made from a seamless one-piece injection-molded process.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
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.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
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.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification		Conform		State Actual
		Yes	No	
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.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
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).	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
3.6	Include drain holes.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
3.7	Be resistant to blemishing and damage from household liquids.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
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.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
<b>4.0 - Rim/Grip Handles</b>				
4.1	The Blue Box must contain at least two (2) smooth rim wider grip handles 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.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification		Conform		State Actual
		Yes	No	
<b>5.0 - Colour – Blue</b>				
5.1	<p>The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished Box.</p> <p>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 variation from the requested colour will be permitted to accommodate the use of PCR resin.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
5.2	<p>Blue Boxes will be Blue unless otherwise specified.</p> <p>Each Purchaser will specify the Box colour. Aside from Blue, requests for alternative colours have been black, grey, red &amp; yellow.</p>	<input type="checkbox"/>	<input type="checkbox"/>	Other colours available and PCR resin of each
5.3	<p>CIF recognizes colours other than blue may require the selected Vendor incur additional costs in the manufacture of these products. To provide Vendors with relief in this regard, this RFP will allow Bidders to stipulate a minimum order quantity and additional charge for colours other than blue.</p>	n/a	n/a	Minimum order and/or addition charge for colours other than blue



Specification		Conform		State Actual
		Yes	No	
<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 or First Nation Purchaser. The cost of this Hot Stamp (to be provided in Part C), should the Municipality or First Nation elect to purchase it, will be an additional cost to the Municipality or First Nation. The Municipal or 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>	<input type="checkbox"/>	<input type="checkbox"/>	<p>H: Height</p> <p>W: Width</p> <p>More information, if applicable</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>	<input type="checkbox"/>	<input type="checkbox"/>	<p>H: Height</p> <p>W: Width</p> <p>More information, if applicable</p>
6.3	<p>For warranty purposes, each unit must contain the manufacturer's name and date of production on the bottom of the Blue Box.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>More information, if applicable</p>
<b>7.0 - Temperature Rating</b>				
7.1	<p>The Blue Box shall withstand temperature ranges from -30°C to 60°C, without cracking, distorting, warping, rotting or breaking.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>More information, if applicable</p>

Specification		Conform		State Actual
		Yes	No	
<b>8.0 - Warranty</b>				
8.1	Each Blue Box shall have a minimum five (5) year, full-replacement, unconditional warranty.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.2	<p>The warranty will provide details of the process for the Municipal or First Nation Purchaser to return defective Blue Boxes and obtain replacement Blue Boxes. There will be no cost to the Municipal or First Nation Purchaser.</p> <p>The Bidder shall attach full details of the warranty offered.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

**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 submit with your Bid.

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

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

Name (printed): Name \_\_\_\_\_ Date: Date \_\_\_\_\_

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

Company Name: Company \_\_\_\_\_

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

Phone: Phone \_\_\_\_\_ Email: Email \_\_\_\_\_

## Part C: Form of Tender

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

### **C-1. Offer**

I/We, the undersigned, hereby offer to supply and deliver Blue Boxes in accordance with CIF's Request for Tender for Supply & Delivery of Blue Boxes 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 Blue Boxes**

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 Box 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 first portion of the Blue Box Tender.

The second portion of the Tender is awarded to the Vendor with the best PCR score. The CIF is requiring the use of Post Consumer Resin (PCR) in an effort to support circular economy procurement and market development for resins derived from plastics collected through the Ontario residential Blue Box Program. The Bid submission with the highest PCR content at the lowest price will be awarded the second part of the work. Bidders may attempt to win both parts of the work.

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 E in Table C-2.

The data entered in Table C-2 will automatically generate the Average Blue Box Unit Price including Freight, in Section C-2.d. Next, the PCR Score will be calculated in Section C-3. The PCR Score is calculated on the basis of the Average Blue Box Unit Price, including Freight, PCR Content and Blue Box capacity.

**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 first portion of the Tender will be awarded to the Bidder who submits the lowest Calculated Average Unit Price, including Freight, in C-2.d., and who demonstrates the ability to successfully fulfil the terms as outlined in this Tender.
- h. The second portion of the Tender will be awarded to the Bidder who submits the best (lowest) PCR score in C-3.d, and who demonstrates the ability to successfully fulfil the terms as outlined in this Tender.
- i. If the contract is extended, Blue Boxes 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 Box Unit Price**

This unit price is to be used as the Blue Box base unit price for the term of this contract. It will be adjusted monthly for resin price changes, and annually for CPI. It will be used to populate Column C in Table C-2 below

Unit Price
------------

### C-2.c Freight Costs

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

[Update Table \(double click\)](#)

A	B	C	D	E	F
Location	Quantity	Unit Price	Extended Price	Freight	Price = D + E
Smiths Falls	150	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
Thunder Bay	150	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
Kirkland Lake	500	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
Petrolia	500	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
North Bay	1,500	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
Cayuga	1,500	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
Windsor	3,600	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
St. Catherines	3,600	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
Drummond Centre	4,500	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
Kincardine	4,500	\$ 0.00	\$ 0.00	\$ Freight	\$ 0.00
<b>Total</b>	<b>20,500</b>				<b>\$ 0.00</b>

### C-2.d 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 F is divided by the total quantity of Blue Boxes in column B). The first portion of the Tender will be awarded based on the lowest Calculated Average Unit Price, including Freight.

\$ 0.00

[Update Field \(double click\)](#)

### C-3. Resin Content and Post-Consumer Materials

#### C-3.a Blue Box Size

State volume in US Gallons

Volume in Gallons

#### C-3.b Resin description

Describe resin to be used for Blue Boxes (the "Resin Type"). Describe process for CIF to trace source of Post Consumer Recycled resin content back to the Ontario residential Blue Box program.

Example: Resin Type - PP (PCR) & HDPE (virgin), Supplier: EFS for both, Trace: Receipt from EFS along with letter from EFS verifying that resin has been derived from

plastic collected through Ontario's residential Blue Box Program

Resin Description
-------------------

**C-3.c Resin Portion Calculation**

- Column A: State resin(s) used in manufacturing each Blue Box.
- Column B: State (yes or no) if resin(s) is Post Consumer Resin (PCR) sourced from the Ontario residential Blue Box Program.
- Column C: State the weight of resin(s) (in pounds).
- Column E: State resin price at time of closing in Canadian dollars (dollars per pound resin as referenced to the information source noted in C-4)

**Table C-3 Resin Content**

**Update Table (double click)**

A	B	C	D	E	F
Resin (HDPE, etc.)	PCR?	Weight (lbs) per BB	% by weight	\$CAD per lb (Index)	\$\$ Content
Resin Type	PCR	Weight	<b>!Zero Divide</b>	\$/lb	\$ 0.00
Resin Type	PCR	Weight	<b>!Zero Divide</b>	\$/lb	\$ 0.00
Resin Type	PCR	Weight	<b>!Zero Divide</b>	\$/lb	\$ 0.00
<b>Total</b>		<b>0</b>			
<b>PCR Resin</b>		<b>0</b>			

Note: The resin portion is subject to price adjustments as detailed in Section A-20.

**C-3.d Calculated PCR Score**

This amount is calculated automatically from C-2.d, Table C-3, and C-3.a. CIF is requiring the use of PCR in an effort to support circular economy procurement and market development for resins derived from plastics collected through the Ontario residential Blue Box Program. The Bid with the lowest score (i.e., demonstrating the optimal balance between PCR and price) will be awarded the second part of the work.

<b>!Zero Divide</b>
---------------------

**Update Field (double click)**

**C-4. Plastics materials index**

Provide the information source to be used for resin price adjustments, such as a 'plastics material index' or a resin supplier invoice, and include a copy of the relevant information with the Bid submission.

Information Source

**C-5. Individual Municipal or First Nation Info Hot Stamp**

a. State minimum number of Blue Boxes required to be purchased for the Municipal and First Nations Purchasers Front & Back Panel Hot Stamp charge to be waived. At, or above this quantity the Hot Stamp will be included in the Base Unit Price (C-2.b). Below this quantity the Hot Stamp will be an additional lump sum charge.

Minimum  
Quantity for Hot  
Stamp

d. State the lump sum or one time charge for the Front & Back Panel Hot Stamp, if the Municipal or First Nation Purchaser orders a quantity of Blue Boxes less than the minimum indicated in C-5 a.

Hot Stamp  
Charge

**C-6. Testing Procedures**

Testing procedure. Describe testing procedure for Blue Boxes, including the on-going batch testing practices. CIF and Municipalities or First Nations may request to see results of tests periodically.

Testing Procedures



**C-7. Delivery of Blue Boxes**

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

Delivery process
------------------

**C-8. Qualifying Experience on Projects of a Similar Nature**

Provide a list of contracts held that were similar in scope and size that were completed. Include the following details: who the contract was for, number of Boxes supplied and delivered, whether or not PCR was required, and the duration of the contract.

	<b>Municipality / Customer and Contact Name</b>	<b>#</b>	<b>PCR</b>	<b>Duration</b>	<b>Phone Number and Email</b>
1	Customer	#	PCR	Duration	Contact Information
2	Customer	#	PCR	Duration	Contact Information
3	Customer	#	PCR	Duration	Contact Information

**C-9. Please state terms of payment**

(30 days unless otherwise indicated)

Payment Terms
---------------

**C-10. Payment Remittance Address**

(if different than the address indicated below)

Remittance Address
--------------------

**C-11. 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 entry on the Exception Sheet must clearly reference the Section number.

<b>Specification Section Number</b>	<b>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.</b>
<p><i>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>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>

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