



REQUEST FOR TENDER:

Supply & Delivery of **Recycling Carts**

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 Recycling Carts 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 Recycling Carts 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. Recycling Cart Resin, Construction and Durability10
 - A-6. Quantities10
 - A-7. Delivery10
 - A-8. Sample Recycling Carts11
 - A-9. Submission of Bids12
 - A-10. Exclusion of Bidders in Litigation13
 - A-11. Exclusion of Bidders Due to Poor Performance13
 - A-12. Anti-Lobbying Restrictions13
 - 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. Price Adjustments.....	15
A-21. Minimum Purchase Order	17
A-22. Cancellation.....	18
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	39
Part C: Form of Tender	40
C-1. Offer	40
C-2. Price to Supply & Deliver 95 Gallon (360 litre) Carts.....	40
C-2.d Calculated Average Unit Price, including Freight	41
C-3. Individual Municipal or First Nation Info Hot Stamp.....	42
C-4. Resin Price	42
C-5. Plastics materials index	42
C-6. Resin Weight	43
C-7. Delivery of 95 gallon (360 litre) Recycling Carts.....	43
C-8. Qualifying Experience on Projects of a Similar Nature	43
C-9. Please state terms of payment	43
C-10. Payment Remittance Address	43
C-11. Bidder Declarations, Contact Information and Signature.....	44
Appendix A: Exception Sheet	45

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 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">• Independently certified copies of all ANSI test results• 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">• 'Plastics materials index'• Quotation for freight costs to Municipalities and First Nations listed in Table C-2• Price of resin at the time of closing• Resin weight per Cart• 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.

Recycling Cart / Cart(s): a recycling container, 95-gallons in size, used in Ontario's curbside recycling Program. The successful Bidder will be required to provide Carts in colours other than Blue as specified by the Municipality or First Nations, 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) Purchasers: the Ontario Municipal or First Nation entity or corporation responsible for the delivery of residential Blue Box programming that will issue a contract, or purchase order, to purchase Recycling Carts 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 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 Requests 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 seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

7. Safety Standards

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

8. Manufacturer's Certification

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

9. Signed Bid to be Considered an Offer

The submission of a signed Bid document to the CIF shall be deemed to constitute an "Offer" which may be accepted, at the option of the CIF by: a) written acknowledgement of award by the CIF, and b) the issuance of a "purchase order" by the Municipality 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 ten (10) 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 Recycling Carts to Municipalities and First Nations in Ontario for use in their Blue Box Program. The Carts are to have a capacity of 95-gallons (360 litres).

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 this Tender are to be extended to any Ontario Municipality and First Nation for the purchase of Recycling Carts, in order that they may purchase high quality Carts at the lowest possible price. Economy of scale in terms of pricing is the prime objective 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 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. Recycling Cart Resin, Construction and Durability

Cart 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 may submit the required information as an attachment. Attachments must be clearly labeled with the appropriate specification reference number (e.g., B-6, 16.2 – Requested Warranty Information). Bidders shall also sign, in the space provided in B-7, to demonstrate: they have read all and fully understand the Cart specifications; their responses are accurate; and that all requested information has been included with the 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 Carts purchased by Municipalities

	2016	2017	2018	2019	2020
Number of Municipalities	5	12	5	7	4
Total Number of Blue Carts	1315	10185	1706	2296	1953
Average Order Size	263	566	244	230	488

A-7. Delivery

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

- b. The Successful Bidder(s) will deliver Carts to Municipalities and First Nations across Ontario by arranging for transportation of Recycling Carts at a competitive rate and will supply the receiving Municipality or First Nation 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 Carts.
- c. All deliveries are to be Freight on Board (F.O.B.) to the Municipal and First Nation Purchaser's destination and prepaid. Ownership and the title shall be transferred upon receipt at the final destination.
- d. Delivery location(s) at the Municipality or First Nation will be provided to the Successful Bidder 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. At the Municipal or First Nation Purchaser's request and cost, vendors will be required to deliver Carts on pallets to facilitate unloading at the point of delivery.
- g. Loading dock facilities may not be available at some delivery locations. The Successful Bidder will be responsible for bringing the Carts/skids of Carts to the rear of the truck, and may be responsible for lowering Carts 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.
- 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 Recycling Carts

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

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 time will not be permitted.
- d. In the event that only one Bid is received at time of closing, the Managing Director of the CIF, or designate, may reject the Bid and decide to re-Tender. A rejected Bid will be returned unopened to the Bidder.
- e. The CIF assumes no responsibility for any verbal (spoken) information from any Municipal 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 Recycling Carts 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 the 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 process. 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 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 before Monday, April 12, 2021, no later than 5:00 p.m.

Each Bidder must review the entire Request for Tender documents 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 at 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, the 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. 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 Carts, and can demonstrate qualifying experience on projects of a similar nature. It is the intention of the CIF to award this Tender based on the Bid that presents the lowest Average Unit Price, including freight.

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

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

1. The weight of plastic resin in the Recycling Cart,
2. 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

- The change in resin price in Canadian Funds at each quarterly interval, from the initial resin price at closing, and based on the same 'plastics materials index' or a resin supplier invoice, as noted above.

The weight of plastic resin in the Recycling Cart, the resin price at closing, and the 'resin price 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 Municipal or First Nation Purchaser 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 Cart 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 (i.e., resin and non-resin). Prices and percent adjustments are for illustrative purposes only:

	Description	Source	Amount
A	Blue Cart unit price (\$CAD)	Bid Submission	\$40
B	Weight of resin content (lbs.)	Bid Submission	35
C	Resin price at time of closing (\$CAD / lb.)	Bid Submission	\$0.746
D	Portion of unit price that is attributable to resin content	$B \times C$	\$26.11
E	New resin price at time of adjustment (\$CAD / lb.)	Benchmark index or Resin Supplier Invoice	\$.756
F	Percent increase of resin prices	$(E - C) / C$	1.34%
G	New cost of resin content	$D \times (E / C)$	\$26.46
H	Unit price that is not attributable to resin content	$A - D$	\$13.89
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 unit price of non-resin content	$H \times (J / I)$	\$14.10
M	Adjusted unit price of Cart	$G + L$	\$40.56

A-21. Minimum Purchase Order

The minimum purchase order is 200 Carts. The minimum purchase order may be achieved by combining smaller orders to produce generic Recycling Carts for use in various Blue Box Programs. The successful Vendor may work to consolidate the orders of Municipalities and First Nations taking advantage of this contract by offering opportunities to purchase generic Carts. 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, newsletter).

The Successful Bidder may also wish to work with Municipalities and First Nations to have the Carts 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 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-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 95 gallon (360 liter) Recycling Carts. 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 Recycling Carts is defined. This standard shall apply to the general design of the Carts 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 and First Nation Purchasers retain the right to refuse receipt of Carts 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 and 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:

Recycling Carts 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 and 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 19.2). 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 variation.

State Actual: Where specifications are approximate and where proposed product specifications do not conform, state actual (e.g., minimum size, 95 gal., actual size, 98 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 an 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 Requirements		Conform		State Actual
		Yes	No	
1.0 – Manufacture Process, Construction and Materials				
1.1	Each Cart body shall be manufactured through approved industrial moulding process. Specify the moulding process that will be used.	<input type="checkbox"/>	<input type="checkbox"/>	Moulding process
1.2	Cart body & lid shall be constructed from the same resin. Specify the type of resin used to manufacture the Cart body and lid.	<input type="checkbox"/>	<input type="checkbox"/>	Resin Type

Specification Requirements		Conform		State Actual
		Yes	No	
1.3	Cart manufacturer shall use a hot melt compound system to ensure all materials will be mixed evenly throughout the Cart and lid.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.4	The Cart shall be free from sharp corners, edges, points, or other structures that could represent a hazard.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.5	The exterior and interior surfaces and molded parts shall be smooth, uniform in appearance, and free of foreign substances, shrink holes, cracks, blow holes, webs, flash or other superficial imperfections or structural defects that could adversely affect the appearance and performance of the container. It shall not support combustion.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.6	The interior of the Cart shall be high gloss, smooth, and free of crevices, recesses and other obstructions with the exception of the metal catch bar. The interior construction and shape shall assure the free flow of contents out of the Cart when dumped.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.7	The top of the Cart body shall be molded with a reinforced rim to add structural strength and stability to the container and provide a flat surface for the lid.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.8	The Cart base shall be reinforced in the area that contacts the ground with a molded-in wear strip. The bottom wear strips will have a minimum thickness of 0.64 cm (0.25 in).	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
1.9	All plastic materials shall be 100% recyclable. Non-recyclable material such as cross-linked polyethylene will not be acceptable.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.10	Bids shall include a copy of the resin manufacturer's Specifications Sheets.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.11	The Cart manufacturer shall maintain, on file, certification by the resin supplier that the resin supplied and used for construction of the Carts meets published physical properties for each lot of resin purchased.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
1.12	Bidders will state their ability to manufacture the Carts using PCR derived from plastics collected through Ontario's residential Blue Box Program. PCR usage is encouraged, but not required.	n/a	n/a	% of PCR content Source of PCR resin
2.0– Cart colour				
2.1	The plastic resin shall be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished Cart. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The Cart shall be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than 0.4% by weight.	<input type="checkbox"/>	<input type="checkbox"/>	% of Ultraviolet stabilizer additive by weight

Specification Requirements		Conform		State Actual
		Yes	No	
2.2	Colour of lids and Cart bodies shall be Blue PMS 285, or a close match, unless otherwise requested by individual Municipal or First Nation Purchasers. Customized Cart colours may be required, and the specifics of this will be negotiated with the Successful Bidder.	<input type="checkbox"/>	<input type="checkbox"/>	PMS #
3.0 – Thermal Resistance				
3.1	The Cart and all its components shall withstand normal recyclable material collection use within the ambient air temperature range from -40°C to 40°C.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
4.0 – Lift and Locking Bar System, or European Style Lift (Lift style to be specified by the Municipality or First Nation)				
4.1	Each Cart shall be equipped with attachment points which make it compatible with standard North American semi-automated bar-locking lifters and fully automated arm lifters.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
4.2	The upper lift point shall be integrally molded into the body of the Cart, with reinforced ribs for added support in this critical wear area.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
4.3	The lower catch bar attachment point shall be a free-floating steel bar designed to withstand ten (10) years of lifting, without deformation, rotate a full 360° on its own axis, and be manufactured from galvanized steel or composite materials. The retention bar must secure Carts to prevent them from falling into top loading trucks.	<input type="checkbox"/>	<input type="checkbox"/>	Diameter of bar
4.4	The moulded retention bar sleeve shall supply sufficient support to minimize stress and prevent bending of the retention bar.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
4.5	The retention bar shall be secured so that it cannot be easily removed, except for servicing or replacement. Replacement shall be simple to perform and shall not require modifications. Retention bar secured by attachment mechanisms (e.g., pins or pegs) shall be located such that they do not contact the lifting apparatus.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
4.6	Vendors will be required to provide European style Carts for Municipalities and First Nations with fully automated collection Programs that require this style of Cart.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
4.7	Minimum order requirement to provide European style Carts for Municipalities and First Nations	n/a	n/a	Minimum order quantity for European Style

Specification Requirements		Conform		State Actual
		Yes	No	
5.0 – Cart Dimensions & Measurements				
(Approximate measurements only. CIF recognizes that each manufacturer will have different dimensions)				
5.1	Dimensions (centimeters) <ul style="list-style-type: none"> • Height: (~ 117 cm / 46 in) • Width: (~ 74 cm / 29 in) • Depth: (~ 86 cm / 34 in) 	n/a	n/a	H: Height W: Width D: Depth
5.2	Wheel diameter: approximately 30.5 cm (12 in)	n/a	n/a	Diameter
5.3	Volume: approximately 360 liters (95 gallons)	n/a	n/a	Volume
5.4	Weight: approximately 20 kg (44 lb)	n/a	n/a	Weight
5.5	Minimum wall thickness: 0.44 cm (0.175 in)	<input type="checkbox"/>	<input type="checkbox"/>	Thickness
5.6	Specify resin weight: kg & lb	n/a	n/a	Kg: Kg Lbs: Lbs

Specification Requirements		Conform		State Actual
		Yes	No	
6.0 – Stability and Maneuverability				
6.1	The Cart shall be stable and self-balancing in the upright position, when either empty or loaded to the maximum design capacity, with the lid in either a closed or an open position, and capable of maintaining their upright position in sustained or gusting winds of up to fifty (50) km per hour as applied from any direction and certified wind tunnel testing documentation will be provided as required.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
6.2	The Cart shall be capable of being easily moved and manoeuvred, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped, or stepped surface.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
6.3	The empty Cart shall remain upright when the lid is opened or released from an upright position.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
7.0 – Wheels and Axles				
7.1	Wheels shall be manufactured from rubberized polyethylene.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
7.2	For ease of assembly, wheels shall be designed for Snap-On or equivalent attachment or wheels with pal nut attachment. Wheels shall attach securely to the Cart by means of a self-locking hub with internal wheel- retention details that snap into a corresponding groove on the axle. The wheel and axle assembly shall be easily replaceable so that repairs can be done without undue effort but not readily removable by the general public.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
7.3	The axle must be solid steel construction, at least 1.58 cm (5/8 inches) diameter plated to protect against corrosion and must be mounted in the Cart body through axle fittings integrally moulded as part of the Cart body.	<input type="checkbox"/>	<input type="checkbox"/>	Axle diameter
8.0 – Cart Lid				
8.1	Carts shall be provided with a lid that continuously overlaps and comes in contact with the Cart body; be of such a configuration that it will not warp, bend, slump, or distort to such an extent that it no longer fits the Cart properly or becomes otherwise unserviceable.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.2	Carts shall remain closed in winds up to fifty (50) km per hour from any direction. All lid hinges shall remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
8.3	Carts shall enable the free and complete flow of material from the Cart during the collection cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.4	Carts shall be designed to automatically “flip” closed after dumping into recycling vehicle.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.5	Cart lids (and bodies) shall be of such design and weight that would prevent an empty Cart from tilting backward when the lid is flipped open.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.6	Cart lids shall be hinged to the Cart bodies in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.7	Cart lids shall prevent the intrusion of rainwater, rodents, birds, and flies and the emission of odours when closed.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.8	Cart lids shall effectively drain water off the lid and away from Cart.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.9	Cart lids shall have an external handle or a design that allows the resident to open the lid without touching lid interior.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
8.10	Cart lids shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
9.0 – Handle				
9.1	Handle attachments shall be an integrally molded part of the Cart body. Bolt-on handle mounts are unacceptable. Metal or exposed PVC pipe used as a handle is unacceptable. Handles shall provide comfortable gripping area for pulling or pushing the Cart. Pinch points are unacceptable.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
10.0– Radio Frequency Identification (RFID)				
10.1	RFID & Bar Code Integrated Carts: Each container shall be equipped with an Ultra High Frequency RFID tag that is installed into the Cart body (with no exposure to the outside elements) along with a Serial Number and associated Bar Code that is branded or affixed on the front of each container. To avoid interference with the container’s contents / materials, RFID tags placed inside of the container are unacceptable.	<input type="checkbox"/>	<input type="checkbox"/>	Where Bar Code is placed on the Cart

Specification Requirements		Conform		State Actual
		Yes	No	
10.2	<p>The RFID inlay shall be passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of - 30°F to +149°F. The dry inlay shall meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions shall not exceed 3.741 in x .302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate shall be heat treated PET. The inlay shall be sandwiched between a minimum of two-0.005" polyester smart card material using a heavy duty P7 permanent adhesive. The RFID tag shall be fully compatible with the Intermec IF61 RFID Smart Reader, or equivalent.</p>	<input type="checkbox"/>	<input type="checkbox"/>	State equivalent or how system exceeds specification
10.3	<p>The Bidder, if awarded the Tender, shall:</p> <ul style="list-style-type: none"> • Record at the manufacturing facility the RFID Tag & Bar Code Association: An association between each container's RFID tag, serial number and bar code. • Provide and maintain a database that includes the association information. • Ensure the database includes each container RFID Tag, serial number, date of manufacture, location of manufacture, Cart size and Cart type. • Ensure the database that links the Cart RFID Tag, Serial Number and Bar Code, is in a format usable and updateable by the Municipal of First Nation Purchaser upon delivery of recycling Carts. • Maintain this database for the life of the contract and provide additional association information for future Cart purchases. 	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
10.4	RFID Tag Programming: Each RFID Inlay shall be custom programmed using a hexi-decimal programming format at the manufacturing facility and shall include the information specified above and the container serial number in the tag value. Pre – programmed tags are not acceptable. The tags shall also be tested to ensure that each tag is programmed properly and the bar code is readable before a Cart leaves the manufacturing facility.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
10.5	The Bidder shall provide: A listing of the exact equipment required to support the RFID system including all software and hardware necessary to collect RFID data as well as an outline of the hardware & software capabilities (e.g., range). A listing of the optional equipment the Municipal or First Nation Purchaser may wish to consider.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
11.0 – Identification				
11.1	CIF Hot Stamp: A CIF funding acknowledgement shall be hot stamped onto each Cart. The cost of the CIF Hot Stamp is to be included in the unit price. CIF will supply the design, artwork and layout.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
11.2	<p>Purchaser Hot Stamp:</p> <p>Individual Municipal or First Nation Purchasers may also require additional identifiers and these will vary for each Municipal or First Nation Purchaser. The Bidder will assume that the Municipal or First Nation Purchaser's identification to be permanently hot stamped or embossed on the top of the lid of each Cart and, or readily visible on the body of the Cart. Where applicable, artwork will be provided by each Municipal or First Nation Purchaser.</p> <p>If there are additional costs to hot stamp the Municipality or First Nation's Identification, or if there is a minimum order required to have the hot stamp price waived, the price or minimum quantity shall be identified here and in the Form of Tender.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Min. quantity:</p> <p>Minimum quantity for Purchaser hot stamp</p> <p>Cost:</p> <p>Cost for Purchaser hot stamp</p> <p>Min. quantity to waive cost:</p> <p>Minimum quantity to waive cost for hot stamp</p>
11.2	<p>Additional Municipal Markings:</p> <p>Where required, Municipal or First Nation Purchasers may work directly with the successful Bidder to negotiate for additional markings. These may include but are not limited to: in-mould full colour instructional labels, material name (e.g., glass, paper products), and proper set out information.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>More information, if applicable</p>
11.3	<p>Provide any other markings as required by the applicable ANSI Standards.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<p>More information, if applicable</p>

Specification Requirements		Conform Yes No		State Actual
12.0 – Serial Numbers				
12.1	<p>The body of each Cart shall be marked with a unique, sequential, ten-digit or nine-digit, alphanumeric serial number to identify each Cart. The serial number shall be permanently hot-stamped on the Cart in numerals and letters no less than 1 inch in height, white in color, and be positioned on the front. The suggested serial number will be numbered as follows:</p> <ul style="list-style-type: none"> • First three digits = CIF (Continuous Improvement Fund) • Next two digits = year manufactured (e.g., 21 for 2021) • Next digit = size of Cart (e.g., 9 for 95 gallon) (this digit is optional for Vendors with only 9-digit serial sequence stamping equipment capacity) • Last four to six digits = sequential number <p>e.g., CIF18900001 = manufactured in 2021, 95-gallon, serial number “1”.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
12.2	<p>The body of each Cart shall also be marked with a serial number matching barcode below the serial number that is hot stamped on the body.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
13.0 – Replacement Parts and Reparability				
13.1	<p>Bidders will supply a list of replacement parts available for their model Cart. This list will include unit pricing.</p> <p>Damage to hinges, wheels, axles, hardware, and other component parts shall be readily repairable or replaceable.</p> <p>All repairs shall restore the Cart to its full functionality to meet the design and performance requirements as set for herein.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
13.2	All container components shall be obtainable by the Municipal or First Nation Purchaser without the purchase of a complete new Cart.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
13.3	The Successful Bidder shall guarantee continuous availability of parts over the entire ten (10) year warranty period.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
14.0– Ease Assembly and Disassembly				
14.1	Bidders shall supply a Cart assembly instruction sheet with their Bid. The instruction sheet should include a list of Cart parts, a list of tools needed for assembly and step-by-step Cart assembly instructions.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
15.0– ANSI Conformance				
15.1	<p>The Cart, and its component parts, shall meet all testing standards as set forth by the current versions of the following:</p> <ul style="list-style-type: none"> • ANSI Z245.30 Waste Containers - Safety Requirements • ANSI Z245.60 Waste Containers - Compatibility Dimensions <p>Bidders shall include independently certified copies of all ANSI test results with their Bid.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
15.2	<p>The ANSI test for “Loading and Unloading Test for Carts” shall clearly state that the required minimum 520 dump cycles under the containers full rated load were performed on both a semi-automated and fully automated Grabber Arm.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.0– Warranty				
16.1	<p>The Successful Bidder by submitting a Bid, warrants all materials and workmanship of the Carts.</p> <p>The warranty shall be non-pro-rated for no less than ten (10) years and shall specifically provide for no-charge replacement of any component parts, including Cart body, wheels, axle, lids and hardware, which fail in design, material or workmanship, for a period of ten (10) years after delivery.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
16.2	<p>Bidders shall include:</p> <p>Written details of all warranties and guarantees covering materials and workmanship, including the process for the Municipal or First Nation Purchaser to return Carts and obtain replacement Carts.</p> <p>A copy of the warranty certificate or warranty contract with all applicable terms and conditions from the manufacturer.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.3	<p>Any Carts, lids, hardware or component parts that fail by reason of improper or inadequate materials, or defective workmanship shall result in the complete replacement of the entire unit. No partial replacement (i.e., replacement part) will be acceptable (excluding wheels and lids).</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.4	<p>Warranty shall be for full replacement of the Cart, delivery freight prepaid, to the delivery location specified by the Municipal or First Nation Purchaser, and at no additional cost to the Municipal or First Nation Purchaser.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.5	<p>Failure due to insufficient resistance to weathering, or from any cause other than negligent or abusive use, shall be deemed to be due to improper or inadequate materials or defective workmanship.</p>	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
16.6	Any Cart, including the lid, hardware, and all component parts, that through normal and regular use does not continuously perform in the design and intended manner due to, but not limited to, the occurrence of one or more of the factors listed below (i.e., 16.6.1 – 16.6.7), shall be considered to be defective in design, material and, or workmanship and shall be covered by the terms of the warranty.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.6.1	Failure of the lid to prevent rainwater from entering the Cart when closed on the Cart body.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.6.2	Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.6.3	Failure of any metal components to remain free of red rust and corrosion	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.6.4	Failure of any portion of the bottom of the Cart body to remain impervious to damage or wear through normal use after repeated contact with rough and abrasive surfaces.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.6.5	Failure of the wheels to remain in place and fully serviceable, as designed.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
16.6.6	Failure of any Cart, Cart body, lid, wheels, or other component part to conform to the minimum standards specified herein.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable

Specification Requirements		Conform		State Actual
		Yes	No	
16.6.7	Failure of the Cart body, lid hardware, or any component parts to maintain their original shape.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
17.0 – Cart Disposal				
17.1	Bidders shall submit information on options for repurchase and/or recycling of Carts at the end of useful life and describe how the Bidder handles the disposal of damaged Carts from a Municipality or First Nation. All plastic materials shall be 100% recyclable.	<input type="checkbox"/>	<input type="checkbox"/>	More information, if applicable
18.0 - Experience				
18.1	Bidders shall have a minimum of ten (10) years' experience manufacturing Carts. The Bidder shall list the number of years the company has continuously manufactured Carts in Canada or the United States, for automated recycling and garbage collection.	<input type="checkbox"/>	<input type="checkbox"/>	Number of years experience
19.0 – General				
19.1	Bidders may submit specific information on any additional value-added programs that may be beneficial to the CIF.	n/a	n/a	More information, if applicable
19.2	Bidders may submit information on available options and/or accessories not specifically identified in this specification, including price.	n/a	n/a	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 95 gallon (360 litre) Recycling Carts by completing this Form of Tender.

C-1. Offer

I/We, the undersigned, hereby offer to supply and deliver Recycling Carts in accordance with CIF's Request for Tender for Supply & Delivery of Recycling Carts 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 95 Gallon (360 litre) Carts

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 Recycling Cart 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 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 E in Table C-2.

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

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, including Freight in C-2.d., and who demonstrates the ability to successfully fulfil the terms as outlined in this Tender.
- h. If the contract is extended, Carts 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 95 Gallon (360 litre) Cart Unit Price

This unit price is to be used as the 95 gallon (360 litre) Cart base unit price for the term of this contract. It will be adjusted quarterly 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 Carts

Update Fields (double click)

A	B	C	D	E	F
Location	Quantity	Unit Price	Extended Price	Freight	Price = D + E
Thunderbay	200	\$ 0.00	\$0.00	\$ Freight	\$0.00
Hearst	200	\$ 0.00	\$0.00	\$ Freight	\$0.00
Ottawa	200	\$ 0.00	\$0.00	\$ Freight	\$0.00
Sarnia	200	\$ 0.00	\$0.00	\$ Freight	\$0.00
Total	800				\$0.00

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 Carts). The Tender will be awarded based on the lowest stated Average Unit Price, including Freight.

\$0.00

C-3. Individual Municipal or First Nation Info Hot Stamp

a. State the per unit charge for a Hot Stamp

Per Unit Hot Stamp Charge

b. State the lump sum or one time charge for the Hot Stamp, if the Municipal or First Nation Purchaser orders a quantity of Carts less than the minimum indicated in C-3 a.

One Time Hot Stamp Charge

c. State the minimum quantity of Carts to be purchased for Hot Stamp charge to be waived.

Minimum quantity to waive Hot Stamp Charge

d. Is there a minimum number of Carts that is considered too small an order for a custom Hot Stamp to be applied? If so, state the minimum number.

Minimum Quantity for Hot Stamp

C-4. Resin Price

a. State the resin price at time of closing in Canadian dollars per pound.

Resin Price

b. If there is more than one resin price, state the resin price at time of closing in Canadian dollars per pound.

Resin Price

C-5. 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.

Index or Resin Supplier Invoice

C-6. Resin Weight

State the weight of resin content in each 95 gallon (360 litre) Recycling Cart

Resin Weight

C-7. Delivery of 95 gallon (360 litre) Recycling Carts

Describe the process that will be used to obtain competitive pricing to deliver Carts 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

Please provide a list of contracts held that were similar in scope and size that you have completed. References are to include manufacturer’s customers who are using the proposed Carts and who are utilizing the proposed RFID system. The number of years the Carts and RFID system has been utilized (Years of Use) must be indicated.

	Municipality / Customer and Contact Name	Years of Use	Phone Number and Email
1	Customer	Years	Contact Information
2	Customer	Years	Contact Information
3	Customer	Years	Contact Information

C-9. Please state terms of payment

(30 days unless otherwise stated)

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 a written explanation is required. Each Exception Sheet 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 5.1.5 Volume approximately 360 litres (95 gallons).</i></p>	<p><i>Example:</i></p> <p><i>Rather than a 95 gallon Recycling Cart, we are proposing CIF accept at 105 gallon Recycling Cart.</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 115 gallon Recycling Cart. There would be no additional shipping costs for a 95 gallon vs 105 gallon Recycling Cart 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.