



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: June 14, 2017

## INVITATION TO BID #85-2017 Universal Refuse/Recycling Roll Carts

Bid Opening Date: June 27, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A  
Address: N/A

Pre Bid Time: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **6/27/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required:  Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required:  Yes  No

<p><b>Check One:</b>  <input type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p><b>Proposed Delivery:</b>          _____ days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

Submitted by: IPL Inc.  
*Firm Name*  
165 Industrial Park Road  
*Address*  
Forsyth, GA, 31029  
*City, State & Zip*

Bid must be signed:  
*(original signature)*

*Signature of Authorized Company Representative – Title*  
Stephen Byrns / Steve Boily  
*Representative's Name (Typed or printed)*  
418-789-2880 418-789-3153  
*Area Code - Phone - Extension* *Fax #*  
jack.lutes@ipl-plastics.com  
*E-Mail Address*

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

**AFFIDAVIT**

Comes the Affiant, Stephen Byrns / Steve Boily, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Stephen Byrns / Steve Boily and he/she is the individual submitting the bid or is the authorized representative of IPL Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

*Stephen Boily*

STATE OF Quebec, Canada

COUNTY OF Bellechasse

The foregoing instrument was subscribed, sworn to and acknowledged before me by François Genest on this the 22 day of June, 2017.

My Commission expires:

April 13<sup>TH</sup> 2019

*François Genest*  
NOTARY PUBLIC, STATE AT LARGE



*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.GreenSeal.org](http://www.GreenSeal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes   X              No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #85-2017 Universal Refuse/Recycling Roll Carts"**

and addressed to:        Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.

- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or Individual submitting a proposal pursuant to this Invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central

Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
    - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
    - ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

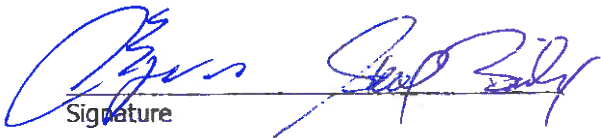
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

  
Signature

IPL Inc.  
Name of Business

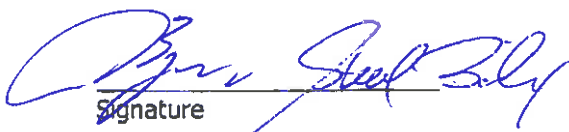


## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature

06-22-2017

Date

**LFUCG  
Division of Solid Waste**

**UNIVERSAL REFUSE/RECYCLING ROLL CARTS**

**GENERAL DESCRIPTION:**

The mobile universal refuse containers shall be designed to contain the average solid waste or recycling material accumulated by a household in one week's time. The containers shall carry a warranty of not less than ten (10) years, during which time it will be generally maintenance free when properly used. The container shall be equipped with suitable wheels, lift bars, handle, and general design so that it can be maneuvered, lifted and dumped by semi-automated and fully automated lifting units.

There will be three different containers under contract. One will be green designated for landfill bound refuse, one will be blue designated for recyclable materials, and one will be gray for yard waste. Each will have hot stamp information specific to their use. There will be no mixed loads ordered.

**QUANTITY:**

The successful bidder shall provide approximately 10,000 containers in accordance with specifications over a 12-month period. Additional containers may be purchased if necessary.

**DIMENSIONS:**

The exterior dimensions (approximate) of the completely assembled container shall be as follows:

Height:	45"
Length/Depth:	35"
Width:	28 5/8

**WEIGHT:**

Weight of the completed assembled container shall be no lighter than 35 lbs. but no heavier than 45 lbs.

**COLOR:**

The container body and all plastic components shall be green, blue or gray.

### **CAPACITY:**

The container capacity shall be at least 95 gallons level full, excluding additional volume achieved by crowned lid in the closed position. The lid shall be crowned and not flat. The container shall be capable of accommodating a load weighing up to 200 lbs, exclusive of the weight of the container.

### **INTERIOR CONSTRUCTION:**

The interior surface shall be smooth and free of crevices, recesses, projections and other obstructions where refuse could become entrapped or entangled. The interior construction and shape shall assure the free flow of solid waste contents from the container when dumped. The body design must accommodate nesting (one cart into another) with wheels attached.

### **MOBILITY:**

The container shall be easy to wheel whether full or empty. The container shall be designed with foot-operated tilt feature designed into the axle area to facilitate ease of container tipping.

### **PLASTIC MANUFACTURING PROCESS AND MATERIALS:**

The containers and plastic container components shall be made from an **injection-molded** manufacturing process. Base plastic resin for the cart body and lid must be first quality high-density polyethylene(HDPE).

The container shall have a minimum wall thickness throughout the body of 0.175 inches. The container shall have a minimum wall thickness at the critical wear points of 0.185 inches (i.e., cart bottom handle, lift mechanism).

### **CONTAINER PICK UP POINTS:**

The container shall be equipped with pick up points to engage the container on the lifting device and dump the container's contents.

The semi-automated lifting area shall consist of 1" diameter steel at the lower attachment point. Molded in bars are **not** acceptable.

### **LID AND HINGE:**

The lid shall be designed to remain in the closed position when required, not opening during windy conditions and exposing the container's contents. Latches are not acceptable. The lid shall be designed to operate with one hand.

The container must maintain stability when the lid opened and rotated to the fully opened position. **Metal or exposed PVC pipe used as a handle is unacceptable.**

### **WHEELS AND AXLE:**

Each container shall be equipped with an axle and two wheels. The wheels and axle shall be designed to provide the specified wind stability. The axle shall be groove mounted to maintain the waterproof nature of the container.

The wheels shall be made of a one-piece blow-molded plastic construction at least 10 inches in diameter and at least 1.75 inches wide and shall be full functional for supporting the specified maximum container weight. Wheel bearings shall be self-lubricated.

The axle shall be solid steel, minimum diameter of ¼ inches, and plated for corrosion resistance. Wheels shall be secured on the axle pins that fit through pre-drilled holes in the axle. Axle caps are not acceptable.

Wheel retainers shall provide for the secure attachment of the wheels and shall not be easily removed with ordinary tools.

The axle shall attach to the container body by an integrally molded assembly which encloses the axle 360 degrees. Nuts, bolts, and screw assemblies are not acceptable.

### **ULTRAVIOLET INHIBITORS:**

The container shall be stabilized against ultraviolet rays by an additive to the plastic resin of one-half (1/2) of 1% of U.V. 521 or equal.

### **MARKINGS:**

The government's name shall be permanently molded on the container.

The container shall have the following indications and contraindications into the lids in both English and Spanish:

**“DO:** Rinse with hose occasionally. Keep lid on container.

**DO NOT:** Place hot ashes, Charcoal or other hot material, paints, solvents or flammable liquids in Roll-A-Waste.

Leave on curb for extended period after collection.

Drag cart.

Place cart on the curb the night before collection day or no later than 5:00 a.m. on collection day to ensure service. Remove from curb by 7:00 p.m. Cart stays with

address. Place with arrows toward resident. Do not overload or play in or around. Maximum capacity 200 lbs. Property of Lexington Fayette Urban County Government.” The container lid shall also bear instructions directing the residents to face the back of the container toward the resident. A warning not to roll cart with lid open shall be clearly visible to the user when lid is open only.

In addition, three hot stamp areas must be provided:

- 1) On the top of the lid – minimum 3” x 14”
- 2) One on both side panels of the container – minimum 8” x 13”

#### **SERIAL NUMBERS:**

All containers shall have serial numbers hot-stamped in white on the side of the container body to facilitate and control distribution and record keepings. Serial number should start with manufacture year. Example: Year—14 123256789. This serial number must be able to integrate with RFID inventory system.

#### **RFID INVENTORY TRACKING**

New collection carts must have prior to delivery a RFID enabled NextGen2 type tag for inventory tracking and asset management . Data will be provided to LFUCG Waste Management to match cart type to serial number to RFID tag by order number.

#### **DELIVERY AND DISTRIBUTION:**

The container will be delivered to one point. The containers shall be assembled except for wheels. Delivery of truckload quantities shall begin within 20 days of order.

The vendor must provide as the primary contact for scheduling deliveries, warranty claims and other necessary information, an employee who is located at the plant where the carts are manufactured and who has a supervisory role in the manufacturing process.

#### **SERVICE AND REPLACEMENT PARTS:**

The vendor must have a sales and service representative to respond by phone within 24 hours, and on site within 72 hours in case of significant manufacturing or maintenance problems. The bid submitted shall guarantee the continuous availability of parts over the 10-year period. A parts price list shall be submitted with the bid and these prices shall be guaranteed for a 1-year period from date of delivery.

Bidder shall provide, upon submittal of bid, a list of alternate suppliers with plan of action to fulfill this guarantee, should the bidder become insolvent during the 10-year period.

#### **ABRASION PROTECTION:**

Containers shall have a minimum bottom wall thickness of .185". In addition, containers shall be equipped with the following for protection against abrasion: Drag rails with a minimum thickness of ¼".

### **RECYCLABLE PLASTIC:**

Bidder shall attach an agreement to buy back resin from Lexington's existing carts as well as any carts purchased during the contract period, at the end of the useful life of the container. Price will be that for scrap polyethylene then in effect.

### **Percentage of Recycled Material:**

20% of the total plastic weight of the container body, brackets and lid must be made from post-consumer recycled plastic.

### **WARRANTY**

The container must be warranted from ten (10) years from date of delivery. Bidder shall include a copy of standard (full replacement) warranty.

Warranty must include the following provisions.

- It shall be the responsibility of the vendor to record serial number on failed carts.
- It shall be the responsibility of the vendor to remove any failed carts from the LFUCG storage area and provide verification of beneficial reuse/recycling on all carts claimed under the warranty agreement.

### **SUBCONTRACTING:**

Subcontracting manufacturing of cart body and cart lid **shall not** be acceptable.

### **PERFORMANCE TESTING:**

The manufacturing must have previously conducted a performance test with procedures equal to or greater than the following test procedures. The results shall be recorded and certified by an outside independent firm. Performance test documentation shall be submitted with bid.

The test procedures are as follows:

A. **Semi-Automated Lifter Life Cycle**

A roll cart will be loaded with 250 pounds. The cart will then be subjected to 520 simulated dump cycles. Each cycle will consist of having the cart lifted, rotated for unloading, replaced to the ground, and reloaded for the process to be repeated. For this test, failure will be defined as obvious visible damage that would prevent the cart from continuing to perform in its intended manner.

B. **Stability**

An empty roll out cart will be placed on a level platform. A wind flow of 25 miles per hour will be applied to the side of the cart, perpendicular to the cart for a 30-second duration. This procedure will be repeated for all 4 sides of the cart. Failure will be defined as the cart tipping over. Should the cart move during a test, the distance and direction of displacement will be recorded.

C. **Drop Test**

A roll cart will be loaded with 250 pounds of weight. The cart will be lifted to a height of 8 feet and dropped onto a concrete surface that the bottom of the cart strikes the concrete. The test will be repeated 5 times. The test will then be repeated 5 more times at a height of 12 feet.

D. **Bottom Wear**

A roll cart will be loaded with 100 pounds of water. A strap will be secured around the cart 15 inches from the bottom which will be used to pull the cart for a distance of 400 feet. The cart will be pulled across an asphalt surface at a speed not to exceed 5 miles per hour. After the pulling procedure, visible observation will be made to check for leaks. Failure for this test will be defined as damage that will cause the cart to leak. Thickness of the bottom will be measured before and after the test is conducted.

F. **Lid/Hinge Pin Life Cycle Test**

The lid will be manually opened and closed for 4,160 cycles. Obvious visible damage or wear will be recorded.

The vendor must supply names and contacts of five municipalities that have each used at least 6,000 units of the specific cart model submitted in the bid for a period of at least three years.

**Price per Cart (includes delivery)**

\$ 44.65





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## **Exception Sheet**

### **Plastic Manufacturing Process and Materials:**

Wall thickness is 0.150" throughout the body and 0.160" at the critical wear points.

### **Markings:**

Markings visible when lid is open are not available

Hot stamp areas:

Lid: 12" X 7"

Side of cart: 10" X 9"





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Replacement parts

**Cart product 95G MasterCart (AMC720) mold# 70269**

(2017)

<b>Parts</b>	<b>Product #</b>	<b>Unit price \$US</b>
Lid	73562XXX	\$9.50
Metal Bar With 2 caps	6460450	\$1.25
Lid Rod for Mastercart 60269	62003099 Add 1\$ for RFID tag	\$0.75
3/4" Axle	649863	\$3.00
12" Plastic Wheel	61891099234	\$3.00
12" Rubber Wheel	647169	\$4.00
12" Bi-Mat Wheel	61890099234	\$4,00
10" Bi-Mat Wheel	61892099034	\$3,50
10" Plastic Wheel	61891099034	\$3.00
10" Rubber Wheel	647168	\$3.50

+ Applicable freight





**CERTIFIED EXTRACT** of resolutions adopted by the Board of Directors of IPL Inc. (The "Corporation" or "IPL") at a meeting held on Wednesday, November 16, 2016 at 9:00 a.m. at IPL USA Inc, 401 SE Thompson Drive, Lee's Summit, Missouri, USA.

*"The secretary noted for the board that a revised signing authority would be required as a result of the increasing scale of the IPL business following the recent acquisition. The secretary proposed that the new signing authority be as follows:*

*That any two of the below listed, be and are hereby authorized to sign for and on behalf of and in the name of the Corporation; all quotations, any amendment or changes to any quotation and any document pertaining to a quotation regarding any of the Corporation's products, other than where the quotation, any amendment or changes to any quotation and any document pertaining to a quotation regarding any of the Corporation's products is in excess of \$5 million, which in such circumstances will require that one of the President, Chief Executive Officer or Chief Financial Officer is one of the signing parties for and on behalf of and in the name of the Corporation:*

- *President;*
- *Chief Executive Officer;*
- *Chief Operations Officer;*
- *Chief Financial Officer;*
- *General Manager;*
- *Vice-President Finance;*
- *Vice-President Human Resources - Bulk & Environment Division*
- *Director of Research and Development - Bulk & Environment Division*
- *Vice-President Operations - Bulk & Environment Division; and*
- *Director Administrative Services.*

*The amendment to the signing authority of the Corporation was considered and subsequently approved by the board of directors."*

**CERTIFICATION**

I, the undersigned, secretary of the corporation, hereby certify that the foregoing is a true and exact copy of resolutions adopted by the Board of Directors of IPL inc. in a meeting held on Wednesday, November 16, 2016 at 9:00 a.m. at IPL USA Inc, 401 SE Thompson Drive, Lee's Summit, Missouri, USA, and that said resolution is still in full force and effect without any modification thereto.

---

Keith Kelly  
Secretary  
Levis, December 8, 2016.



# Corporate Profile



ENVIRONMENTAL

IPL is a leading North American manufacturer of injection-molded plastic products. IPL is the only Canadian company to manufacture wheeled carts for the Waste, Recycling and Organics industries. IPL also offers innovative packaging and handling solutions to the agri-food, chemical, forestry and construction sectors.

- > **ADDED VALUE AND EXPERTISE**
- > **DEDICATED TEAM AND REGIONAL MANAGERS**
- > **INNOVATIVE PRODUCTS**
- > **STRATEGICALLY LOCATED DISTRIBUTORS AND WAREHOUSES**

# 500

Employees

# 3

Plants

# 2

Business Units

# 25

years of expertise as cart manufacturer

## 3 FACILITIES



542,000 sq. ft.

43 Molding Machines

7 Printing Presses

557 Employees

**Injection molding machines**  
(tonnage from 300 T to 3,300 T)

Up to 6 colour printing presses



93,000 sq. ft.

28 Molding Machines

8 Printing Presses

167 Employees

**Injection molding machines**  
(tonnage from 250 T to 600 T)

Up to 8 colour printing presses



234,000 sq. ft.

24 Molding Machines

8 Printing Presses

220 Employees

**Injection molding machines**  
(tonnage from 300 T to 600 T)

Up to 8 colour printing presses

# Over 75 Years of Innovation and Leadership

*IPL's roots date back to 1939 when Mr. J. Émile Métivier founded the company. At the start of its operations, the company manufactured household products before moving into plastic injection.*

**1939**

Industrie Provinciale  
Limitée is founded by  
J. Émile Métivier

**1952**

Acquisition of the first  
injection press

**1960**

Design of the first plastic  
soft drink bottle delivery  
crates

**1950**

IPL expands production of  
brooms, mops and all types  
of brushes, including the  
Dr. Hardy toothbrush

**1971**

First plastic snowmobile  
covering

**1970**

First monoblock chair  
in Canada

**1985**

IPO for the Montréal  
Stock Exchange

**1987**

Acquisition of Edmundston  
Paper Box

**1982**

Production  
of Ford Motor  
Company parts

**1990**

IPO for the Toronto  
Stock Exchange  
  
First Canadian company  
to buy a 3300 T injection  
press for molding wheeled  
carts

**1993**

First Tamper Evident  
break-tab on small  
containers

**1996**

Mastering In-mold  
Labelling technology

**2010**

Acquisition by Novacap  
Industries and Fonds de  
solidarité (FTQ) du Québec

**2011**

Acquisition of Plastic  
Enterprises Company Inc.

**2006**

Mastering Lean  
Manufacturing

**2003**

ISO 14001 and HACCP



# A Culture of Innovation

*The commercial success of products and technologies often depends on innovation. Our unique, ground-breaking processes are geared for the design, development and delivery of the best solutions to suit your needs.*



## **Innovation and Excellence Centre (IEC) and R&D Department:**

At IPL, innovation focuses on improving existing products and developing new ones, processes and molds. Boasting 35 patents granted and pending, IPL is committed to pursuing the following objectives:

- > Reducing resin use (thin wall design)
- > Increasing shelf life (barrier)
- > Developing alternative resin supply (organic, recycled)
- > Developing functional products (custom designs to meet client and consumer needs)



# Sustainability

*IPL understands the importance of designing and developing environmentally responsible products to sustain the quality of life for generations to come.*



## Environmentally Responsible Procurement

IPL is committed to protecting and preserving the environment. IPL's concern for sustainable, environmentally-oriented operations guides every effort to reduce waste in its own community. IPL offers cost-competitive, quality products that comply with specifications and performance requirements to exceeding industry standards.

IPL obtained the **ISO 14001 Certification** in 2006, with a view to promote corporate core values and maintain the company's commitment to environmentally friendly operations.

### Our products are well known for being

- > durable, with a life expectancy of up to 25 years.
- > energy efficient, with production optimized from original shipment to final destination.
- > completely reusable and recyclable and
- > made with recycled materials.

# Testimonial



## **Town of High River**

"We have a very successful program; other cities come to look at how we run it! The IPL product is very good and it is entirely recyclable. The structure and the quality of materials make it easier to assemble and disassemble, and also easier to fix when there is vandalism. It rolls smoothly with the heavier wheels, has better construction on the lid, which is stiffer but easier to lift up for users; it sits flatter and is less likely to tip on the curb, which makes it easier for haulers and increases the product's life cycle. We have seen how it makes things easier for sanitation workers and reduces the risk of injuries. We really appreciate the product's longevity and IPL's after-sale service as a company that continually stands behind their product."

**Peter McDowell**, Roads and Solid Waste Supervisor

## **City of Kelowna**

"The carts are easy to put together, the RFID handheld reader makes data transfer easy and everyone loves the carts, including the hauler, for their overall construction, the sturdiness of the wheels, etc."

**Peter Rotheisler**, Manager of Waste Reduction





**Reference with over 20,000 carts in service**



**Reference with over 20,000 carts in service**

City and Contact name	Project description
<p><b>City of Montreal</b>                      Alain Leduc (514) 872-2210  <a href="mailto:aleduc@ville.montreal.qc.ca">aleduc@ville.montreal.qc.ca</a>                      275, Rue Notre Dame Est, Montréal, Québec</p>	<p>Manufacturing &amp; deliveries</p> <p>More than 60 000 carts from 2000 to 2011 on going                      200 000 carts of 360L recycling                      2010-2011</p>
<p><b>City of Oklahoma</b>                      Calvin E.Dugan                      (405) 297- 3649                      100 NORTH WALKER STE 200                      OKLAHOMA CITY OK 73120</p>	<p>Manufacturing</p> <p>240 000 carts since 1996 and ongoing                      95G</p>
<p><b>City of Guelph, ON, Canada</b>                      Shelley Lorenz                      (519)-822-1260                      110, DUNLOP DRIVE                      GUELPH, ON, N1L 1E4</p>	<p>Manufacturing</p> <p>135 000 carts between 2011 and 2013</p>
<p><b>City of Winnipeg, MB, Canada</b>                      Sam Brask                      (204) 986-5484</p>	<p>Manufacturing</p> <p>95G/64G                      337 000 carts in 2010-2011                      Using RFID Tags</p>
<p><b>City of Kelowna, BC, Canada</b>                      Sonia Hampson                      (250) 469-6346  <a href="mailto:shampson@kelowna.ca">shampson@kelowna.ca</a>                      2960 Cameron Road West Kelowna BC</p>	<p>Manufacturing</p> <p>95G/64G/32G                      157 000 carts in 2008 and ongoing                      Using RFID Tags</p>
<p><b>Peel Region, ON, Canada</b>                      Paula Della Bianca                      905-791-7800</p>	<p>Manufacturing</p> <p>1,200,000 carts in 2015                      7L/100L/120L/240L/360L</p>



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**Reference with over 20,000 carts in service**

<b>City and Contact name</b>	<b>Project description</b>
<b>City of Minneapolis</b> Michelle Chavez 632-673-3564 <a href="mailto:Michelle.chavez@minneapolismn.gov">Michelle.chavez@minneapolismn.gov</a>	Manufacturing & Delivery  100,000 carts in 2012
<b>City of Calgary</b> Philippa Wagner (403) 230-6631 <a href="mailto:philippa.wagner@calgary.ca">philippa.wagner@calgary.ca</a> P.O. Box 2100 Station M #27 Calgary AB Canada T2P 2M5	Manufacturing & Deliveries  64G - 320 000 Carts in 2008-2009
<b>City of Tacoma, WA</b> Desiree Bessette 253-593- 7738 <a href="mailto:dbessette@ci.tacoma.wa.us">dbessette@ci.tacoma.wa.us</a>	Manufacturing  102,000 carts since 2011 and ongoing
<b>City of Yukon, OK</b> Bill Stover 405-409-8408	Manufacturing  43 000 carts in 2010



Better products in plastic®







# Mastercart™ SERIES

**Made  
for life in  
motion**

For semi-automated Type B American grips, Type C European grips and Type G fully automated collection.



**IDEAL FOR**

- Waste, Recycling & Organic collection
- Residential, Commercial, Industrial and Institutional environments



**Perfect use by function.**

Our wide range of tough and durable carts will support all your requirements for organic, waste and recycling collection.

**KEY FEATURES**

- IPL's injection process uses high density polyethylene (HDPE) that yields precise design and consistent thicknesses;
- UV stabilized against long-term effects of the sun;
- 100% recyclable;
- Unibody design requires no bolts or holes that could potentially leak;
- Designed for maximum wind stability.

**STANDARD COLOURS:**



Other colours available upon request. Colours shown may vary slightly from actual product.





# Mastercart SERIES

32 GAL. - 120L / 64 GAL. - 240L / 95 GAL. - 360L



## FEATURES & HIGHLIGHTS

- Advanced lid hinge design offers a tight seal that keeps pests and weather out, and trash in
- Multilingual user instructions on lid
- Large hot stamped area
- Multicolor hot stamping with company logo
- Injection molding labeling on lid (IML)
- Sequential serial numbers
- RFID technology and/or barcode option for quick identification
- Easy to handle
- Bottom wear strips
- Adapted lips for American and European grips
- Snap on wheels without tools
- Solid steel axle, yellow zinc-plated against corrosion
- Dual TPE-rubber and plastic wheel option

## PRODUCTS SPECIFICATIONS

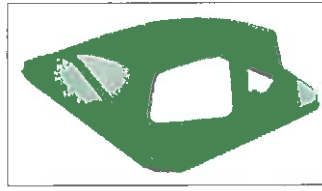
VOLUME	32 U.S. GAL. / 120L (MC1800)		64 U.S. GAL. / 240L (MC1012)		64 U.S. GAL. / 240L (AMC1012)		95 U.S. GAL. / 360L (MC594)		95 U.S. GAL. / 360L (MC462)		95 U.S. GAL. / 360L (AMC720)	
	IN	CM	IN	CM	IN	CM	IN	CM	IN	CM	IN	CM
Depth	21 1/16	53.5	27 1/2	69.9	27 1/2	69.9	34 3/8	87.3	33 3/4	85.7	34 3/8	87.3
Width	19 1/8	48.6	24 1/2	62.2	24 1/2	62.2	25 1/8	63.8	26 1/4	66.7	25 1/8	63.8
Height	37 5/8	95.5	43 1/4	109.9	43 1/4	109.9	44 1/2	113	46 1/4	117.5	44 1/2	113
Wheel diameter	8 - 10	20 - 25	8 - 10 - 12	20 - 25 - 30	8 - 10 - 12	20 - 25 - 30	10 - 12	25 - 30	10 - 12	25 - 30	10 - 12	25 - 30
Standard Axle	5/8	1.58	3/4	1.9	3/4	1.9	3/4	1.9	3/4	1.9	3/4	1.9
	LBS.	KG	LBS.	KG	LBS.	KG	LBS.	KG	LBS.	KG	LBS.	KG
Load rating	130	59	240	109	240	109	335	152	335	152	335	152
Assembly weight	20 to 23	9 to 11	32 to 36	15 to 17	28 to 32	13 to 15	39 to 45	18 to 20	39 to 45	18 to 20	37 to 43	17 to 19

	UNITS					
Stacking	12	11	11	9	7	10
T/L quantity (53')	1800	1012	1012	594	462	720
Recycling code	2	2	2	2	2	2

## AVAILABLE OPTIONS



Organic lid



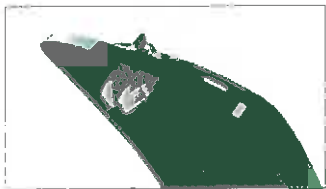
Urbain lid for  
95 U.S gal. / 360L option



Split option for  
64 U.S gal./ 240L &  
95 U.S gal. / 360L option



Proven lid hinge  
and handle designs



Gravity lock



MantisWay latch option  
for 32 U.S gal. / 120L



Rotating metal catch bar  
Reinforced sealed catch  
bar for AMC  
Nestable design with catch  
bar for AMC



Silent Dual TPE-rubber  
and plastic wheels  
offered in 10" & 12"



American grips



European grips

# Mastercart SERIES

32 GAL. - 120L / 64 GAL. - 240L / 95 GAL. - 360L

## OPTIONAL

- RFID-ready compartment
- Reflective stickers
- MantisWay latch (32 U.S gal. / 120 L)
- Gravity lock
- Post-consumer raw material (PCR)
- Vented Lid
- Metal Grating for organic option
- In mold labeling (lid)
- Multicolour hot stamping

## WARRANTY

- 10-year limited warranty
- 20-year life expectancy; designed for the worst weather conditions
- The most durable cart in North America
- Meets all American National Standards Institute (ANSI) requirements for safety and litter system compatibility (ANSI Z245.30 and Z245.60)
- Cart is 100% recyclable, Code #2

## CERTIFICATIONS

When you choose IPL, you work with a recognized industry leader. IPL was the first plastic injection company to achieve ISO 9001 quality certification in North America. The addition of ISO/TS16949 certification further demonstrates IPL's commitment to quality. These quality initiatives demonstrate our capabilities and know-how.

## CONTACT US

[ipl-plastics.com](http://ipl-plastics.com)

**1 800 463.0270**



## Solid Waste Plastic Cart Testing Report Procedure used: ANSI Z245.30-2008

Testing method for plastic cart according to ANSI Z245.30-2008 standards

Customer name: IPL Inc  
Customer address: 140 Commercial St., St-Damien QC  
Container model: 70269  
Date sample received at Atlantest: April 13<sup>th</sup>, 2017

By Benoit Talbot B. Ing.  
Quality Manager  
Atlantest  
Date: April 21<sup>st</sup>, 2017



## TESTING REPORT

TEST: **VOLUMETRIC LOADING CAPACITY (ANSI Z245.30 APPENDIX A)**

TEST DESCRIPTION: To determine the volume of a container

MINIMUM PERFORMANCE STANDARD: The volumetric loading capacity of the container should be measured according to ANSI Z245.30. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The volume of the cart is measured using the tank (immersion) method.
2. The empty cart is placed inside a tank with sufficient capacity to receive the container to be tested. The container must be level (that is, not inclined).
3. Simultaneously fill the tank and the container with water at a standard temperature (20 °C ±5 °C).
4. Measure the volume of water inside the container and the lid to an accuracy of ±2 percent.
5. Repeat the capacity method and determine the volumetric capacity of the lid.

Environmental conditions: Temperature = 20 °C

Test equipment used: 5 L Graduated Beaker (asset #0007), 300 gallons tank (asset # 0008)

TEST RESULTS:

The cart had a capacity of **360 litres**. The lid had a capacity of **15 litres**.

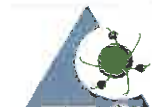
SUMMARY: The carts **passed** the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.

OBSERVATIONS:

---

Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

TEST: **SLOPE STABILITY (ANSI Z245.30 APPENDIX B)**

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (5 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard. The loading material to occupy at least 70% of the capacity of the cart.

Environmental conditions: Temperature = 20 °C

Test equipment used: 5 degrees slope base (asset # 0005)

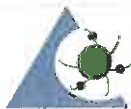
### TEST RESULTS:

	<u>Orientation</u>	<u>Result</u>
Empty	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (335 lbs load)	Front facing upward	Stable
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The carts **passed** the ANSI Z245.30 and Z245.60 standards since non-movement in four orientations is met.

### OBSERVATIONS:

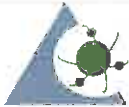
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**Benoit Talbot B Ing.**  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

TEST: **DURABILITY DURING PULLING (CURB TEST)**  
**(ANSI Z245.30 APPENDIX C)**

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with a standard load (according to the ANSI standard) with the volume of material occupying at least 70% of the total capacity of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 14 cm (5.5 inches) with a 1 inch radius. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 14 cm (5.5 inches) with a 2.5 cm (1 inch) radius. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (20 °C +/-3 °C).

Environmental conditions: Temperature = 20 °C  
Test equipment used: Curb test jig (asset # 0010)

### TEST RESULTS:

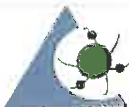
Test condition	Result (335 lbs load)
Push off of full cart	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart **PASS** the ANSI Z245.30 and Z245.60 standards with each axle for minimum performance.

### OBSERVATIONS:

---

Benoit Talbot B Ing.  
Quality Manager  
Atlantest



PJLA  
Testing  
Accreditation #81854

1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only





## TESTING REPORT

EST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED AMERICAN WAY (ANSI Z245.30 APPENDIX D)**

**TEST DESCRIPTION:** The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

**MINIMUM PERFORMANCE STANDARD:** ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

**TEST PROCEDURE (Meets the requirements of ANSI Z245.30):**

1. The test is conducted at room temperature.
2. A standard semi-automated cart lifter is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to the frame of a waste collection truck which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then lifted by the lifting mechanism to empty the cart into a bin. The cart is set down onto a concrete surface and the cycle start over again.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a waste cart and be emptied by the automated method.

Environmental conditions: Temperature = 20 °C

Test equipment used: Labrie Semi-Automated Cart Tipper (asset # 0011)

### TEST RESULTS:

Cycles	Comments on Performance (335 lbs load)
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No damage
520	No significant damage – cart operates acceptably

**SUMMARY:** No significant damage was seen and so the cart **passed** the ANSI Z245.30 and Z245.60 standards for minimum performance.

### OBSERVATIONS:

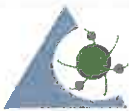
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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

EST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED EUROPEAN WAY (ANSI Z245.30 APPENDIX D)**

**TEST DESCRIPTION:** The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

**MINIMUM PERFORMANCE STANDARD:** ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

**TEST PROCEDURE (Meets the requirements of ANSI Z245.30):**

1. The test is conducted at room temperature.
2. A standard semi-automated cart lifter is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to the frame of a waste collection truck which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then lifted by the lifting mechanism to empty the cart into a bin. The cart is set down onto a concrete surface and the cycle start over again.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a waste cart and be emptied by the automated method.

Environmental conditions: Temperature = 20 °C

Test equipment used: Labrie Semi-Automated Cart Tipper (asset # 0011)

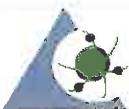
TEST RESULTS:

Cycles	Comments on Performance (335 lbs load)
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No damage
520	No significant damage – cart operates acceptably

**SUMMARY:** No significant damage was seen and so the cart **passed** the ANSI Z245.30 and Z245.60 standards for minimum performance.

OBSERVATIONS:

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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

EST:           **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED GRIP  
(ANSI Z245.30 APPENDIX D)**

**TEST DESCRIPTION:** The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

**MINIMUM PERFORMANCE STANDARD:** ANSI standard Z245.30 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z245.60 establishes dimensional requirements for the cart.

**TEST PROCEDURE (Meets the requirements of ANSI Z245.30):**

1. The test is conducted at room temperature.
2. A standard semi-automated cart lifter is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to the frame of a waste collection truck which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at the standard load capacity as indicated in ANSI standard according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then lifted by the lifting mechanism to empty the cart into a bin. The cart is set down onto a concrete surface and the cycle start over again.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a waste cart and be emptied by the automated method.

Environmental conditions: Temperature = 20 °C

Test equipment used: New Way Automated cart Tipper on a New Way Truck

TEST RESULTS:

Cycles	Comments on Performance (335 lbs load)
100	No significant damage
200	No damage
300	No damage
400	No damage
500	No damage
520	No significant damage – cart operates acceptably

**SUMMARY:** No significant damage was seen and so the cart **passed** the ANSI Z245.30 and Z245.60 standards for minimum performance.

OBSERVATIONS:

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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

TEST: **CENTER OF BALANCE POSITION (ANSI Z245.30 APPENDIX E)**

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The test to be conducted on a hard, flat surface.
2. Block the wheels so that the cart will not roll.
3. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
4. When in the center balance position, place blocks under the container to maintain in balanced position.
5. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be  $\pm 0.25$  inches.
6. Repeat steps 3, 4 and 5 two more times and then average the results for the three determinations.

Environmental conditions: Temperature = 19 °C

Test equipment used: Ruler tape BenchMark 25' (Asset #0003)

TEST RESULTS:

The result is: Average = **34-1/4 +/- 1/4" inches (870 +/- 6 mm)**

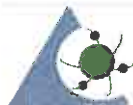
SUMMARY: The carts **passed** the ANSI Z245.30 and Z245.60 standards.

OBSERVATIONS:

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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

TEST: **FORCE TO TIP (ANSI Z245.30 APPENDIX F)**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the force must not exceed 120 pounds force. ANSI Z-245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is to be loaded with a standard load. The load to occupy at least 70% of the capacity of the cart.
2. The ground to be level and with a smooth horizontal surface having less than a 1° slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale device is attached to the handle of the cart. (The force-measuring device to have an accuracy better than  $\pm 3\%$ .) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than  $\pm 2^\circ$  to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

Environmental conditions: Temperature = 20 °C

Test equipment used: Scale Kilotech KSH-200-60 S/N 048715 (Asset #0001)

### TEST RESULTS:

The tipping forces were as follows: Average = **71 pounds (+/- 1 lbs)**.

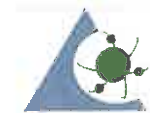
SUMMARY: The carts **passed** the ANSI Z245.30 and Z245.60 standards at or above the minimum requirements.

### OBSERVATIONS:

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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only





## TESTING REPORT

TEST: **LID TEST (ANSI Z245.30 APPENDIX G)**

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30, the lid of the cart must withstand a load of 80 pounds during a period of at least 15 minutes without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is placed on a smooth, level, horizontal surface.
2. An 8 inches rigid disk is placed on top of the lid of the cart in its center position and a weight of 80 pounds is placed on top of the disk.
3. Wait for 15 minutes and make sure the lid doesn't collapse, excessively defect or get permanent damage that would prevent it from functioning properly
4. The test is to be conducted at room temperature.

Environmental conditions: Temperature = 19 °C

Test equipment used: Weight (Asset# 0004-A to H)

### TEST RESULTS:

The lid did not collapse, excessively deflect or get permanent damage during the test.

SUMMARY: The carts **passed** the test at or above minimum requirements as specified in ANSI Z245.30 and Z245.60.

### OBSERVATIONS:

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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principale Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



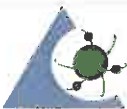


## Solid Waste Plastic Cart Testing Report Procedure used: ANSI Z245.60-2008

Testing method for plastic cart according to ANSI Z245.60-2008 standards

Customer name : IPL Inc  
Customer address: 140 Commercial St., St-Damien QC  
Container model: 70269  
Date sample received at Atlantest: April 13<sup>th</sup>, 2017

By Benoit Talbot B. Ing.  
Quality Manager  
Atlantest  
Date: April 21<sup>st</sup>, 2017



## TESTING REPORT

TEST: **DIMENTIONAL MEAURING ON TYPE B CART**

TEST DESCRIPTION: To determine that the critical dimensions of the cart meet the standard

MINIMUM PERFORMANCE STANDARD: See table below.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

- Using a ruler tape, measure every critical dimensions identified in the standard. Each measure must be taken 3 times and the mean of the 3 measures is recorded in the table.

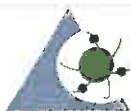
Environmental conditions: Temperature = 20 °C

Test equipment used: Benchmark 25 ft ruler tape (ASSET # 0003)

TEST RESULTS:

Measure	STD min (inch)	STD max (inch)	Measure (inch)	Result
a	32-1/2	33-1/2	33-1/2	Pass
c	14-1/2	15-1/4	15-1/4	Pass
d	7	7	OK	Pass
e	-	2-1/2	OK	Pass
f	-	1-1/4	1	Pass
g	-	1-1/2	1	Pass
h	1	2-1/4	1-5/8	Pass
j	1/2	1-1/2	3/4	Pass
k	1/2	-	4	Pass
l	8	-	12	Pass
m	5	-	6	Pass
n	-	1/2	3/8	Pass
p	1-7/8	-	2-3/8	Pass
l-m	-	6	6	Pass

SUMMARY: The cart **PASS** the test at or above minimum requirements as specified in ANSI Z245.60.



## OBSERVATIONS:

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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

TEST: **DIMENTIONAL MEAURING ON TYPE C CART**

TEST DESCRIPTION: To determine that the critical dimensions of the cart meet the standard

MINIMUM PERFORMANCE STANDARD: See table below.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

- Using a ruler tape, measure every critical dimensions identified in the standard. Each measure must be taken 3 times and the mean of the 3 measures is recorded in the table.

Environmental conditions: Temperature = 20 °C

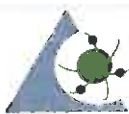
Test equipment used: Benchmark 25 ft ruler tape (ASSET # 0003)

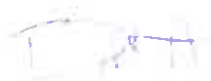
TEST RESULTS:

Measure	STD min (inch)	STD max (inch)	Measure (inch)	Result
b	31	43	41-3/8	Pass
c	3/4	7/8	7/8	Pass
d	7/8	1-1/4	1	Pass
e	3/8	3/4	3/8	Pass
f	3/4	-	1	Pass
g	1-1/4	1-3/4	1-3/8	Pass
h	2	2-1/4	2-1/8	Pass
j	-	5-1/8	2-3/4	Pass
k	5-7/8	5-7/8	5-7/8	Pass
l	-	2-7/8	1/8	Pass

SUMMARY: The cart **PASS** the test at or above minimum requirements as specified in ANSI Z245.60.

OBSERVATIONS:

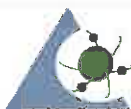




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Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue  
St-Malachie, QC G0R 3N0

This test relates to the item tested only



## TESTING REPORT

TEST: **DIMENTIONAL MEAURING ON TYPE G CART**

TEST DESCRIPTION: To determine that the critical dimensions of the cart meet the standard

MINIMUM PERFORMANCE STANDARD: See table below.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. Using a ruler tape, measure every critical dimensions identified in the standard. Each measure must be taken 3 times and the mean of the 3 measures is recorded in the table.

Environmental conditions: Temperature = 20 °C

Test equipment used: Benchmark 25 ft ruler tape (ASSET # 0003)

TEST RESULTS:

Measure	STD min (inch)	STD max (inch)	Measure (inch)	Result
A	15	-	17	Pass
B	20	35	31-1/4	Pass

SUMMARY: The cart **PASS** the test at or above minimum requirements as specified in ANSI Z245.60.

OBSERVATIONS:

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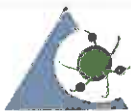
Benoit Talbot B Ing.  
Quality Manager  
Atlantest  
1580 Principal Avenue





St-Malachie, QC G0R 3N0

This test relates to the item tested only



Accreditation #81854





# CERTIFICATE OF REGISTRATION

This is to certify that

**IPL INC.**

140, rue Commerciale, St-Damien de Buckland, Québec G0R 2Y0 Canada

operates a

**Quality Management System**

which complies with the requirements of

**ISO 9001:2008**

for the following scope of registration

**Design and manufacture of plastic products using injection process.**

Certificate No.: CERT-0087992  
File No.: 001174  
Issue Date: May 19, 2015

Original Certification Date: May 26, 2009  
Current Certification Date: May 24, 2015  
Certificate Expiry Date: May 23, 2018

Chris Jouppi  
President,  
QMI-SAI Canada Limited

Samer Chaouk  
Head of Policy, Risk and Certification



ISO 9001



Registered by:  
SAI Global Certification Services Pty Ltd, 680 George St, Level 37-38, Sydney NSW, 2000 Australia with QMI-SAI Canada Limited 20 Carlson  
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While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate  
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To verify that this certificate is current, please refer to the SAI Global On Line Certification Register [www.qmi-saiglobal.com/qmi\\_company/](http://www.qmi-saiglobal.com/qmi_company/)







# CERTIFICATE OF REGISTRATION

This is to certify that

**IPL INC.**

140, rue Commerciale, St-Damien de Buckland, Québec G0R 2Y0 Canada

operates an

**Environmental Management System**

which complies with the requirements of

**ISO 14001:2004**

for the following scope of registration

**Design and manufacturing by injection of plastic products, for the packaging, materials handling and environmental and for general industrial custom moulding applications.**

Certificate No.: CERT-0087391  
File No.: 001174  
Issue Date: April 20, 2015

Original Certification Date: April 16, 2003  
Current Certification Date: May 16, 2015  
Certificate Expiry Date: May 15, 2018

Chris Jouppi  
President,  
QMI-SAI Canada Limited

Samer Chaouk  
Head of Policy, Risk and Certification



ISO 14001



Registered by:  
SAI Global Certification Services Pty Ltd, 690 George St, Level 37-38, Sydney, NSW 2000, Australia with QMI-SAI Canada Limited, 20 Carlton Court, Suite 200, Toronto, Ontario M9W 7K6 Canada (SAI GLOBAL). This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to them upon request.  
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register [www.qmi-saiglobal.com/qmi\\_companies/](http://www.qmi-saiglobal.com/qmi_companies/)







Better products in plastic®

## ***IPL Customer Service***

***For your peace of mind***

***For a quick service  
24 hour acknowledgement guarantee***

***For a respectful relationship  
With our Customers***



Better products in plastic®

## ***IPL Customer Service***

Inspired by a strong business philosophy that has been lasting for more than three generations, our main goal is to achieve customers' satisfaction. We care to listen to our customers' needs.

This is why we put at our customers' disposal a qualified customer service team surrounded by problem solving professionals. At IPL there is no problem, there are only solutions adapted to your reality.

To take advantage of this service, dial 1-800-463-0270.

### **Customer Service**

At extensions # 295 or #582

A customer care representative will be pleased to answer all your questions about your order, the delivery status, our warranty or any additional orders.

## **Warranty Claim Procedure**

Since you are the original buyer, all the requests from the end-users must first go through your service department.

IPL developed this method in order to make sure that every customer gets a reliable product and that IPL identifies quickly any problem in our products and services.

### **Information to have**

You will have to provide the following information in the Warranty Claim Form in order for us to give you our best service.

- Buyer's name
- End-user name and phone number
- Purchase date
- Cart serial number
- Model, size and colour
- All details about manufacturer's defect
- All details about the context in which the good was damaged
- Pictures of :
  - ✓ The serial number
  - ✓ Damage/defect from various angles
- Sales contract (if applicable)





Better products in plastic®

### **Where to send the information**

Send the warranty claim form and all photos by email to customer care at:

[Serv-Client-Enviro@ipl-plastics.com](mailto:Serv-Client-Enviro@ipl-plastics.com)

or by mail at :

**IPL Inc.**

140 Commerciale Street

Saint-Damien, Quebec, Canada G0R 2Y0

Att'n : Customer Care/Environmental Business unit

### **Meanwhile, what to do with the broken product**

Keep the part and/or product until IPL authorizes its disposal, replacement or pick-up.

### **Authorized personnel only**

Only IPL agents are authorized to offer the IPL warranty. Any other authorization, promise or requests made by any organizations or companies other than IPL will not be honored.

### **Order cancellation**

If an order is cancelled before any logistic process took place, no storage fee and no penalty will be charged to your account.

However, order cancellation becomes impossible if hot-stamping or any other alteration was made on some carts prior to the reception of the client's request

### **Damage during transportation**

IPL's responsibility is complete until the goods are accepted by the customer.

### **Missing parts**

Please contact your customer service representative. You will need the packing slip number and your purchase order number. IPL will ship the missing part at no cost.



Better products in plastic®

### Claim Form / Part Replacement Form

FAX BACK AT "CUSTOMER CARE – ENVIRONMENT" ATTENTION AT (418) 789-3153

OR BY EMAIL AT : [Serv-Client-Enviro@ipl-plastics.com](mailto:Serv-Client-Enviro@ipl-plastics.com)

Please keep the broken product at your facility

Please wait for IPL's approval before disposal of the broken parts

Warranty claim <input type="checkbox"/>	Replacement for missing parts <input type="checkbox"/>
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PO# \_\_\_\_\_

Our SO# \_\_\_\_\_

Company name
Customer number
Contact
Address
Phone number
Fax number
Email address

Serial number	Pictures	Cart size	Color	Lid	Wheels	Axle	Body	Divider	Push pins	Lid rod

Space reserved for IPL use	Date of receipt
Authorization by	Date

## **10 Years Limited Warranty**

IPL warrants all of its waste handling products (the “**Products**”) to be free from defects in material and workmanship, in normal & regular use due to improper or inadequate materials or defective workmanship from the date of production at IPL’s manufacturing plant(s) for a period of **ten (10) years**.

### **This Limited Warranty will not apply to**

1. Normal wear, tear and maintenance of the Product defined as being:
  - a. Scratches, dirt or accumulation of any other substance
  - b. Normal deterioration or discoloration due to atmospheric exposure
  - c. Normal use is to be the collection of residential waste/recyclables in conjunction with an approved automatic or semi-automatic lifting device.
2. Use of the Product under circumstances exceeding those described in the specifications or under circumstances inconsistent with the conditions of use of the Product, or other authorized literature or specifications communicated by IPL
3. Abuse including vandalism and damage from wildlife, abusive or incorrect use of the Product or equipment manipulation warehousing, filling or emptying the Product
4. Unauthorized repair or alteration of the Product
5. Excessive shaking of containers during dumping cycle
6. Dropping the container into the hopper
7. Improper orientation of cart in conjunction with the lifter
8. Dropping stacks off delivery trucks, improper stacking or allowing water to freeze in stacked carts
9. Failure to follow maintenance and operating instructions as indicated by IPL
10. Damage caused by natural disasters such as storms, fire, flood or high wind
11. Products filled with restricted substances like ashes or chemicals requiring a MSDS sheet (unless previously approved in writing by IPL)
12. Improper working condition of Hauler Equipment
  - a. Excessive cycle times of lifters
  - b. Incorrect pressure settings of trucks & lifters
  - c. Improperly installed lifters

### **Disclaimer of other warranties**

No one is authorized to make any other warranties on IPL’s behalf, and any such warranties, given by any third party other than IPL, will not bind IPL. IPL will not be liable for any statements or representations made in any form that go beyond, are broader

than, or are inconsistent with this limited warranty, and other authorized literature or specifications furnished by IPL.

IPL makes this limited warranty in lieu of all other warranties, statutory, express or implied, including any warranty of merchantability or fitness for a specific purpose, which are hereby disclaimed and excluded to the fullest extent permitted by law.

On any components or parts not manufactured by IPL, but manufactured by a Third Party, and resold by IPL (including any component of the RFID system or locking mechanism), is subject to the manufacturers' warranty published by the Third Party.

### **Limitation of liability**

IPL's liability under this warranty is limited to, at IPL's option, (1) the repair or replacement of a defective Product or (2) a refund of the purchase price paid to IPL for the defective Product.

This Limited Warranty does not cover any labor expense for service, removal, handling or re-installation of the defective Product or part. All such expenses are the purchaser's responsibility.

The Limited Warranty of any replacement cart or parts, provided under this warranty is retroactive to the purchase date of the initial cart.

IPL shall not, in any event, including IPL's negligence, be liable for direct, indirect, punitive, consequential or incidental damages of any nature whatsoever including loss of products (other than the Products purchased from IPL), lost profits, fees and labor costs whether arising from any defect or inability to use the Product.

Notwithstanding the Terms and Conditions of the Bond, and of the contract, the guarantees stated in the contract are covered by this Bond, (if applicable) for a maximum period of one (1) year.

### **Transferability**

This warranty is not assignable or otherwise transferable to any subsequent purchaser or user of the Product, except in cases where the original purchase is made through an authorized IPL distributor. In such cases, the warranty will extend to the first purchaser from the distributor. Any other sale or other transfer of the Product shall void this warranty and IPL shall thereafter have no further obligation or liability with regards thereto.

### **Waste handling products standards**

Purchaser is responsible to make sure lifting equipment meet ANSI Z245.1, Z245.21 and Z245.30 standards, are properly adjusted and do not damage Products.

## User Guide for Wheeled Carts

**Here are the basic rules that must be followed in order not to damage your cart and ensure the warranty will remain valid until its expiration.**

- Do Not Overload. The maximum load is indicated on the lid
- Do not place sand or any other heavy material, hot material, hot ashes, oil, solvent, paints or any other flammable liquids in the cart.
- Do not place any hazardous product in the cart
- Periodically wash cart out
- Keep lid closed
- Do not drag
- Do not put any load on top of the lid
- Any repair, reconstruction or modification must previously be approved in writing by IPL.
- Always place carts on a hard, level surface

**To move cart manually:**

1. Close lid



2. Grasp Handle



3. Tilt cart



4. Push or pull to roll

**Unloading and movement of carts with a loading hand:**

- Only use loading hands that follow ANSI Z245.1, Z245.2, Z245.30 and Z245.60 standards.
- Never drop the cart(s) on the ground when the cart(s) contains material.
- Never drop the cart(s) on the ground from a height exceeding 6 inches when the cart is empty.

**It is recommended the Cart owner establish and follow a program of periodic container inspections. Never climb in, on or occupy this cart for any purpose**

