



April 25, 2008

Toronto Community Housing Corporation invites sealed submissions for:

Request for Quotation 01/08R
Supply and Delivery of Paper

Bidders are required to submit one (1) original and four (4) copies of the Quotation in a sealed envelope clearly identified as Request for Quotation No. 01/08R – Supply and Delivery of Recycled White Paper and Colour Paper and marked with the Bidder's name and address to:

Strategic Procurement
Toronto Community Housing Corporation
931 Yonge Street, Main Floor
Toronto, Ontario
M4W 2H2

no later than 11:00:00 a.m., local time, on Tuesday, May 13, 2008.

TCHC will accept questions until Tuesday, May 6, 2008. Responses to received questions will be posted as addendum to the RFQ. Any questions relating to this RFQ should be addressed in writing to Carmen Arnone, Supervisor, Office Services, email carmen.arnone@torontohousing.ca.

TCHC will not be responsible for accepting couriered submissions which are not delivered to the exact location indicated, by the time and date specified, in accordance with the instructions in this RFP. Late responses will be accepted or rejected at the sole discretion of TCHC.

The lowest or any quotation will not necessarily be accepted.

Yours truly,

Vivian Valenzuela
Acting Manager
Strategic Procurement

To view current or previous TCHC business opportunities, tender/quotations/proposals, please visit our website - http://www.torontohousing.ca/doing_business_toronto_community_housing

Please firmly affix this address label to your own envelope containing your submission.

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**TORONTO COMMUNITY
HOUSING CORPORATION**

**Reference No.: Request for Quotation (RFQ) 01/08R
Supply and Delivery of Recycled White Paper
and Colour Paper**

Bidder's Name _____

**BID SUBMISSION
DOCUMENTS ENCLOSED**

Closing date: Tuesday, May 13, 2008, 11:00:00 a.m. local time

**Strategic Procurement
Toronto Community Housing Corporation
931 Yonge Street, Main Floor
Toronto, Ontario, Canada M4W 2H2**

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Note:

Should you decide to address your own return envelope in lieu of the label provided above, the front of your envelope must indicate ALL of the information shown on the above label. Strategic Procurement can not be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

RFQ 01/08R Supply and Delivery of Recycled White Paper and Colour Paper

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ARTICLE 1
PROJECT INFORMATION

1.1 Purpose of this Request for Quotation

Toronto Community Housing Corporation (“TCHC”) is requesting Quotations for the supply and delivery of recycled white paper and colour paper (“Product”). All Proponents are cautioned to carefully read and follow the instructions set out in this Request for Quotations, as any variation from them may result in the Quotation being rejected.

1.2 Scope of Services

1.2.1 The services to be provided by the Vendor (the “Supply Services”) will include the supply and delivery of recycled white paper and colour paper on an as and when needed basis. The approved Proponent will be required to strictly comply with the requirements.

1.2.2 All deliveries of Product shall be F.O.B. destination, freight prepaid, to TCHC locations across the City of Toronto within **twenty-four (24) hours** of the placement by TCHC of a purchase order for Product, provided that if TCHC, in its sole discretion, requires such Product on an emergency basis, delivery shall be as soon as reasonably practicable and, in any event, within twelve (12) of the placement by TCHC of a purchase order on such emergency basis.

1.2.3 The Specifications set out TCHC’s estimated annual requirements for Products. However, TCHC does not warrant the quantity of Products it may require and TCHC reserves the right to award and parcel the Supply Services to one or more Proponents or to reject any or all Quotations.

1.2.4 TCHC reserves the right to give preference to:

- (a) Quotations that demonstrate a commitment to timely delivery of Product;
- (b) Proponents who participate in the MasterCard Purchasing Card Program with Level 3 data capability or who demonstrate a commitment to update or modify their internet payment capabilities to enable such participation;
- (c) Quotations that accommodate TCHC’s electronic reporting requirements of quarterly transaction reports by TCHC business units, including electronic delivery to all identified recipients;
- (d) Quotations that provide for volume discounts, early payment discounts and/or a rebate program based on the annual quantities purchased.

- (e) Quotations that provide for a favourable Product return program.
- (f) Quotations that demonstrate a commitment to environmental considerations such as the reduction, re-use or recycling of packaging provided that any such Quotations shall not affect the quality or performance of the Product or the Supply Services.

1.3 Schedule of Services

It is anticipated that any resulting Contract for Supply Services shall be for a term of one year, renewable for an additional two years in one year increment at the mutual consent of the parties, but subject to the terms of the Contract regarding termination. Product must be provided and priced on a per Unit basis.

1.4 Validity

Quotations shall be required to remain open for a period of six (6) months from the Closing Date.

1.5 Definitions

When any of the following words or phrases are used in this RFQ, they have the following meanings:

“Closing Date” means the last date for submissions of Quotations as set forth in Section 2.1.1 of this RFQ.

“Closing Time” means the last time on the Closing Date for the submission of Quotations as set forth in Section 2.1.1 of this RFQ.

“Contract” means the contract to be negotiated and entered into between TCHC and the Vendor for the Supply Services.

“Preferred Proponent” means the Proponent or Proponents selected by TCHC on the basis of the Quotations submitted and with which TCHC may elect to engage in negotiations to finalize a Contract for the Supply Services.

“Preferred Proponent Selection Notice” means the written notification by TCHC to the Preferred Proponent that the Proponent has been selected as the Preferred Proponent.

“Proponent” means any person, corporation, partnership or other entity that chooses to submit a Quotation in response to this RFQ.

“Quotation” means the Proponent’s response to this RFQ.

“Request for Quotations” or “RFQ” means this document, any attachments incorporated by reference, and any amendments or addenda issued for use in soliciting Quotations for the Supply Services.

“Specifications” means the requirements for and in respect of the Product.

“TCHC” means Toronto Community Housing Corporation.

“Vendor” means the Preferred Proponent with which TCHC enters into a Contract for the Supply Services.

1.6 Non-Binding Document

This RFQ is to solicit Quotations for consideration for further negotiations only. Neither the issuance of this RFQ by TCHC nor any of its terms or conditions shall be binding on TCHC and TCHC shall have no obligation to select a Preferred Proponent or to award a Contract on the basis of the Quotations submitted pursuant to this RFQ or to award a Contract to any person whatsoever. TCHC may amend the terms of this RFQ or cancel it at any time without liability or obligation to any Proponent or other person.

ARTICLE 2
SUBMISSIONS

2.1 General Requirements

2.1.1 Proponents are required to submit one (1) original and four (4) copies of the Quotation in a sealed envelope clearly identified as Request for Quotation 01/08R, Quotation for the supply and delivery of recycled white paper and colour paper and marked with the Proponent's name and address to:

Strategic Procurement
Toronto Community Housing Corporation
931 Yonge Street, Main Floor
Toronto, Ontario
M4W 2H2

no later than Tuesday, May 13, 2008, 11:00:00 a.m., local time.

2.1.2 Quotations must be received at the location specified above, before the specified Closing Time. Quotations will not be considered by TCHC if they are submitted other than by personal delivery, courier or mail. Amendments to Quotations may be submitted in accordance with Section 2.1.5 of this RFQ.

2.1.3 Toronto Community Housing Corporation will not be required to accept submissions which are not delivered in accordance with the requirements set out in this RFQ to the exact location by the Closing Time specified in Section 2.1.1. **Quotations received after the Closing Time will not be accepted and will be rejected and returned unopened.**

2.1.4 Quotations may be withdrawn by submitting a written withdrawal request to the same address to which the Quotation was submitted prior to the Closing Time. The Quotation will be returned to the Proponent unopened.

2.1.5 Where a formal Quotation has been received by TCHC before the Closing Time, amendments to the Quotation may be delivered in a sealed and properly marked envelope by personal delivery, courier or mail, provided that such amendments are received at the location specified in Section 2.1.1 of this RFQ prior to the Closing Time.

2.2 Contents of Quotation

2.2.1 Proponents are required to submit the following documents, if applicable, on the forms provided:

- (a) Quotation Submission Form #001-006

- (b) Purchasing Card Program Questionnaire – Schedule 3
- (c) Schedule of Prices/Specification – Appendix B
- (d) Any other forms specified in the RFQ package or otherwise requested in writing by TCHC prior to the Closing Date.

2.2.2 All documents required to be submitted with the Quotation must be properly completed using the forms provided, if applicable. The Quotation Submission Form must be signed. Additional information for which forms are not expressly provided (e.g., Product, Description of Volume Discount or Rebate Program, Description of Return and Restocking Policy, Compliance with Fair Wage Policy and Description of Environmental Initiatives), should be addressed independently and submitted with the Quotation. The Proponent must provide complete data and identification of and in respect of any proposed alternate or substitute Product. If the Proponent does not indicate that the Product it proposes to provide is other than as set forth in the Specifications, Proponent's Quotation will be construed to mean that Proponent agrees to provide the Product described or specified by the Specifications.

2.2.3 If the Proponent discovers discrepancies or omissions in the Specifications or other documents in this RFQ package, or if any clarification is required, the Proponent should contact the designated TCHC representative below:

Strategic Procurement
Toronto Community Housing Corporation
931 Yonge Street, 6th Floor
Toronto, Ontario
M4W 2H2

Attention: Carroll Duff
Telephone: 416 981 4108
Fax: 416 981 4111
E-mail: carroll.duff@torontohousing.ca

The TCHC representative will respond in writing or by issuing addenda to all Proponents. Such addenda shall be posted on TCHC's website prior to the Closing Date. All addenda become part of the Quotation package and receipt of addenda should be acknowledged by the Proponent on the Quotation submission form. It is the sole responsibility of the Proponent to ensure that all addenda issued in connection with the Quotation are received by the Proponent.

2.2.4 If, in the opinion of TCHC, any Quotation contains a minor defect, or fails in some way to comply with any requirement of this RFQ that, in the opinion of TCHC, can be remedied without providing an unfair advantage with respect to the other Proponents, TCHC may request clarification from the Proponent, and TCHC, upon receipt of the appropriate clarification, may waive the minor defect

or any irregularity and deem the Quotation compliant with this RFQ. Any failure by the Proponent to provide a written response that, in the opinion of TCHC, properly clarifies its Quotation within the specified time of receiving a request for clarification from TCHC, may result in rejection of the Quotation as non-compliant with this RFQ.

2.2.5 Once Quotations are opened, they become the property of TCHC and will not be returned. The Quotation and any information related thereto is subject to the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.M.56. Accordingly, Proponents should identify any proprietary or confidential information contained in their Quotation and specify the desired treatment of such information.

2.3 Acceptance or Rejection of Submissions

2.3.1 **Quotations will not be considered by TCHC if they are submitted other than by personal delivery, courier or mail to the exact location set out in Section 2.1.1 by the Closing Time and as specified in Section 2.1.1. Quotations received after the Closing Time will not be accepted and will be rejected and returned unopened.**

2.3.2 If the Proponent fails to comply with any instructions contained in this RFQ, TCHC may, in its sole discretion, reject all or any part of the Quotation. Any items omitted or any special conditions or qualifications added to the Quotation may cause the Quotation to be rejected as non-compliant, or may affect the evaluation of the Quotation. Except as specified in Section 2.2.2, any Quotation submitted on forms other than those provided may, in the sole discretion of TCHC, be rejected.

2.3.3 Under no circumstances shall TCHC consider a Quotation if TCHC determines, in its sole discretion, that the Proponent or any principal thereof has engaged in corrupt or fraudulent practices or has a history of unsatisfactory work or service to TCHC or to others. For the purposes hereof:

- (a) “corrupt practice” means the offer, giving, receiving or soliciting of anything of value to influence the actions of a TCHC director, officer or employee, in order to obtain an improper advantage; and
- (b) “fraudulent practice” means a misrepresentation of fact and includes practices that deprive TCHC of the benefits of free and open competition.

2.3.4 Under no circumstances shall TCHC consider a Quotation that is submitted by a Proponent, if such Proponent or any person or company affiliated with such Proponent, including any director, officer, employee or shareholder is engaged directly or indirectly in a legal action against TCHC, its elected or appointed directors or officers or employees in relation to any other contract or services or any matter arising from TCHC’s exercise of its powers, duties or functions or

otherwise or where the Proponent or any of its affiliates is a defendant in an action or proceeding by TCHC.

2.3.5 TCHC has the unqualified right to reject any or all Quotations. TCHC is not obligated to select any Proponent as a Preferred Proponent or to award a Contract to any Proponent because it is the lowest priced Quotation submitted or for any other reason and TCHC reserves the right to reject any or all Quotations in its sole discretion.

ARTICLE 3
EVALUATION

3.1 Sequence of Events

The following is a tentative schedule to assist Proponents.

	Event	Responsible Party	Date
1	Issue RFQ	TCHC	April 25, 2008
2	Questions	Proponents	May 6, 2008
3	Submission of Quotations	Proponents	May 13, 2008

3.2 Evaluation Process

3.2.1 Between issuing the RFQ and the submission of Quotations, Proponents may contact the Strategic Procurement Office of TCHC as set forth in Section 2.1.1 of this RFQ with any questions concerning this RFQ or the selection process.

3.2.2 If an RFQ amendment or addendum is deemed necessary, it will be issued prior to the Closing Date and posted on TCHC's website. It is the sole responsibility of the Proponent to ensure that all addenda issued in connection with the Quotation are received by the Proponent.

3.2.3 The Quotation must be submitted in accordance with the provisions of Section 2.1 of this RFQ. Upon receipt of Quotations:

- (a) TCHC will time-stamp Quotations at the location for submission and will hold them in a secure location. Quotations received after the Closing Time will be deemed non-responsive and will be returned unopened to the Proponent.
- (b) **Quotations will not be opened publicly and will not be open to public inspection.**
- (c) Quotations will be reviewed for completeness, format and compliance with the requirements of the RFQ. Subject to Section 2.2.5 of this RFQ respecting minor deficiencies, non-conforming Quotations will be rejected and the Proponent will be advised in writing of such determination.

3.2.4 TCHC will review each conforming Quotation. Points will be allocated in accordance with the Evaluation Criteria set out in Section 3.3 of this RFQ. Proponent's total points will be translated to a numeric ranking. TCHC shall

determine the rankings without the possibility of a tie. Based on the rankings, TCHC may, in its discretion, determine to select one or more Preferred Proponents. **Notwithstanding anything else contained in this RFQ, TCHC is not obligated to accept any Quotation or to select any Preferred Proponent based on the Quotations and TCHC reserves the right to accept or reject any or all Quotations and/or to reissue the RFQ in its original or revised form or to cancel the RFQ.**

- 3.2.5 TCHC may elect to conduct interviews with Proponents, or TCHC may, in its sole discretion, select the approved Proponent(s) based solely on its review of the Quotations. Interviews may be conducted with any, all or none of the Proponents, in TCHC's sole determination, and the granting of an interview to a Proponent shall not constitute evidence of ranking of such Proponent in the evaluation. The results of an interview may or may not, in TCHC's sole discretion, affect the evaluation of a Proponent's Quotation.
- 3.2.6 TCHC will notify the Preferred Proponent in writing of its selection as the Preferred Proponent (the "Preferred Proponent Selection Notice").
- 3.2.7 Following the issuance of the Preferred Proponent Selection Notice, TCHC and the Preferred Proponent shall enter into negotiations to finalize a Contract, which Contract shall contain, at a minimum, the terms and conditions set forth in Article 5 of this RFQ.
- 3.2.8 If TCHC and the Preferred Proponent are not able to successfully negotiate a Contract to TCHC's satisfaction, in its discretion, TCHC shall have the right to terminate such negotiations without further obligation or liability to the Preferred Proponent and may enter into such discussions and/or negotiations with any other Proponent, or TCHC may reissue or cancel the RFQ, all as it sees fit in its sole discretion. Quotations shall remain valid for a period of six (6) months from the Closing Date and TCHC may, in its discretion, and at any time during such six (6) month period may enter into such discussions and/or negotiations with any other Proponent on the basis of such Proponent's Quotation, without obligation or liability to any other Proponent or person.
- 3.2.9 Except where otherwise expressly provided by this RFQ, TCHC has the authority to establish its own methods and procedures for the review, evaluation and scoring of Quotations and in the selection of the Preferred Proponent. TCHC may independently consider or verify any information whether or not contained in a Quotation including conducting reference, criminal record, litigation, bankruptcy, taxpayer information, internal and other checks and obtaining references from parties other than those listed by Proponents in their Quotations. If experience, capacity or other information contained in a Quotation is not verified to TCHC's satisfaction through such checks, TCHC is not obliged to consider such cited experience, capacity or other information.

3.3 Evaluation Criteria

3.3.1 TCHC will evaluate the Proposals according to the criteria listed below and may conduct interviews with Proponents applying for selection. The evaluation criteria to be used by TCHC for the Proposal shortlist are as follows:

(a)	The cost of providing the Services, on a per Unit basis
(b)	Past record of related experience with respect to performing the Services or Work under the Contract, to control of costs and pricing, and to similar Green Plan programs
(c)	The Proponent's ability to employ a Green Plan Policy. The extent to which Proponent proposes to comply with TCHC's Green Plan Policy in excess of the minimum thresholds required by the Specifications, such as utilizing business practices that encourage use of recyclable and environmental friendly materials.

3.4 Evaluation Factors

A brief explanation as to the information required from Proponents is provided below. Information in one category may overlap information in other categories. Proponents are encouraged to address each category completely, as points are assigned for responses to each. Responses to the RFQ shall include information and past project experiences specific to the Proponent team submitting the Quotation.

3.4.1 Costs: The price quotes for Product should be provided on a per Unit basis and shall include costs of delivery. Any discounts and rebate programs should be clearly indicated and all relevant details provided. All prices must be stated in Canadian funds, exclusive of GST.

3.4.2 Delivery Response Time: Indicate the Proponent's method of delivery and confirm that the Proponent is able to meet the delivery schedules as provided in this RFQ, including deliveries on an emergency basis.

3.4.3 Mastercard Purchasing Card Program: Complete the Purchasing Card Program Questionnaire.

3.4.4 Electronic Reporting: Indicate the Proponent's capability to provide electronic reporting of transactions on a quarterly basis by TCHC business unit.

3.4.5 Return and Restocking Policy: Describe the Proponent's return and restocking policy, including maximum return periods and restocking charges, if applicable.

3.4.6 Capacity and Capability: Include the following information:

- Information regarding Proponents' capability to perform the Supply Services and deliver the Product on a timely and professional basis.
- Indicate the personnel available to be assigned to the Supply Services.

3.4.7 Past Record of Performance: Provide the following information:

- Provide references from three current or former clients, including brief description of the nature of the services provided and the name of the contact person and his/her phone and fax numbers.
- Provide information on any service and/or supply contracts in respect of which Proponent's services were terminated and the reasons for such termination.

3.4.8 Environmental Considerations: Provide (to a maximum of 2 pages) a description of the ways in which the Proponent proposes to add "value" by performing the Supply Services with a view to environmental considerations.

3.4.9 Fair Wage Policy: Provide confirmation as to whether the Proponent's current wage policies and structure conform to TCHC's Fair Wage Policy, if applicable, or the extent to which the Proponent is prepared to comply with such policy.

3.4.10 TCHC may, in its sole discretion, decline to consider any Quotations or parts thereof, which exceed the specified number of pages.

ARTICLE 4

CONFLICTS OF INTEREST

4.1 Conflicts of Interest

4.1.1 Proponents must declare immediately to TCHC any existing or potential conflict of interest. If such a conflict does exist, TCHC may, in its discretion, refuse to consider the Quotation.

4.1.2 If, during the Quotation evaluations or Contract negotiations, the Proponent is retained by another party which retention results or would result in a conflict of interest, the Proponent shall so inform TCHC. If TCHC requires same, the Proponent will refuse the new assignment or take such other steps as are necessary to remove or minimize, to the greatest extent possible, the conflict concerned.

4.1.3 At the time of disclosure of any existing or potential conflict of interest, the Proponent must provide TCHC with the Proponent's proposed means to minimize such conflict to the greatest extent possible. The Proponent shall submit such

additional information to TCHC as TCHC may require in connection with its consideration of the conflict.

- 4.1.4 TCHC may, in its sole discretion, waive any or all existing or potential conflicts, or the impact of any existing relationships, whether arising out of existing business relationships or otherwise. Any such waiver shall be upon such terms and conditions as TCHC, in its discretion, may require to satisfy itself that the conflict has been appropriately managed, mitigated and minimized.
- 4.1.5 If TCHC discovers at any time that there has been a breach of the provisions of this Section 4.1, TCHC reserves the right to disqualify the Quotation or terminate any Contract then in existence.

4.2 Collusion

- 4.2.1 Proponents and their directors, officers, employees, advisors, agents and representatives must not discuss or communicate, directly or indirectly, with any other Proponent or its directors, officers, employees, advisors, agents or other representatives regarding the preparation, content or representation of their Quotations. Quotations must be submitted without any connection (including a connection arising solely through shareholdings or other equity interests in or of a Proponent), knowledge, comparison of information, or arrangement with any other Proponent or any director, officer, employee, advisor, agent or other representative of such other Proponent.
- 4.2.2 Proponents must have no financial interest in any other firm, business or enterprise which presently renders, or has in the past rendered goods or services to TCHC or which is also submitting a Quotation in respect of this RFQ and to the best of Proponent's knowledge, no director, officer or employee of TCHC has any personal interest, directly or indirectly, in the Proponent's Quotation or acceptance thereof.

4.3 No Lobbying

Proponents and their respective directors, officers, employees, advisors, agents and representatives shall not, in relation to the Quotation, the RFQ or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the Preferred Proponent. Further, no such person shall attempt to communicate in relation to the RFQ or the Quotation, directly or indirectly, with any director, officer, employee or other representative of TCHC, except as expressly directed or permitted by this RFQ.

ARTICLE 5
CONTRACT TERMS

The following provisions shall be included in any Contract that is formed between the Vendor and TCHC.

5.1 Packaging

Product shall be securely and properly packaged for shipment according to acceptable standard commercial practice, without extra charge for packing materials or containers. The Vendor shall use its reasonable efforts to reduce packaging and to use packaging materials that are recycled and/or recyclable.

5.2 New Goods

All Product delivered must be standard new product of the latest model except as otherwise specifically stated in or permitted by the Contract.

5.3 Inferior Material

5.3.1 If the Vendor at any time delivers Product that, in the opinion of TCHC or the Purchasing Officer, is of inferior quality such Product shall be rejected and Vendor shall be required to remove and replace same with Product that meets the provisions, specifications and conditions of the Contract.

5.3.2 TCHC reserves the right to terminate the Contract if the Vendor fails to provide quality Products in accordance with the provisions, specifications and conditions of the Contract.

5.3.3 Product purchased by TCHC under the Contract that is later determined to be defective or unsuitable for its intended use shall be returned to the Vendor at Vendor's expense notwithstanding that such Product may be installed or held in inventory and Vendor shall replace same at its own expense, subject to TCHC's right to return such Product without replacement for a 100% refund of the purchase price, in its discretion. In no event shall TCHC be subject to any freight or restocking charges.

5.4 Warranty

The Vendor warrants that all Product supplied under and pursuant to the Contract shall be free from defects in design, material and workmanship and shall conform in all respects to the terms of the Contract. All Product supplied shall be covered by manufacturers' standard warranty terms.

5.5 Termination of Contract

TCHC may terminate this Contract in any of the following circumstances:

- (a) where the Vendor has failed to observe or perform in a material respect any of the provisions of this Contract, TCHC has given notice thereof to the Vendor and such breach is not remedied within seven (7) business days after such notice is communicated;
- (b) where the Vendor has become insolvent;
- (c) where the Vendor has committed an act of bankruptcy or has been declared a bankrupt or has made an assignment in bankruptcy;
- (d) where the Vendor has assigned the Contract, any part thereof or of the Supply Services, without the prior consent of TCHC.

5.6 Confidentiality

The Vendor acknowledges that, during the term of this Contract, TCHC may disclose to the Vendor or the Vendor may otherwise obtain as a result of this Contract, confidential information or trade secrets concerning TCHC, including without limitation, information of or relating to TCHC's finances, business, purchasing information, mailing lists, tenant identification and related information, employees or other information regarding or relating to TCHC and its undertakings (collectively "Confidential Information"). The Vendor agrees to keep confidential and not to disclose or communicate directly or indirectly to any third party during the term of this Contract or thereafter, any such Confidential Information and to cause its affiliates, employees and agents to comply in all respects with this provision. The Vendor shall indemnify and hold harmless TCHC from and against any and all claims, proceedings, actions, damages, costs, expenses, losses, obligations and liabilities whatsoever arising out of or relating to a breach of this provision by the Vendor, its affiliates, employees or agents.

5.7 Audit Provision

The Vendor shall maintain, in accordance with standard recognized accounting practices, accurate and complete records that shall enable the Vendor to demonstrate full compliance with this Contract. The Vendor shall make its books, accounts, memoranda and other records relating to the Contract available for inspection and audit by TCHC and its authorized representatives and agents at all reasonable times during the term of this Contract and for a period of four (4) years after the termination of this Contract. If discrepancies or questions shall arise, the records shall be preserved until any such dispute has been resolved. TCHC shall be entitled to a refund for all amounts that the audit report finds TCHC overpaid Vendor. TCHC shall bear the cost of any audit unless it is determined that the Vendor materially overcharged TCHC for Product during the period of time for which the records were audited.

5.8 Use of Intellectual Property

Insofar and to the extent that the Vendor has any intellectual property rights in any products or deliverables (including any reports or similar documents) provided to TCHC under this Contract, including without limitation any trade names, trademarks, patents, copyrights and licences, the Vendor hereby grants to TCHC a non-exclusive, irrevocable, worldwide, royalty-free right and licence to use such intellectual property rights, including, for certainty, in connection with the use, sale, lease or disposition of any Product.

5.9 Workplace Safety and Insurance Board Certificate of Clearance

The Vendor has delivered to TCHC its Workplace Safety and Insurance Board (“WSIB”) Clearance Certificate indicating its WSIB firm number and account number. The Vendor represents and warrants that as of the date hereof, its WSIB account is in good standing and further covenants and agrees that it shall maintain its WSIB account in good standing throughout the term of the Contract. During the term of this Contract, the Vendor shall produce a Clearance Certificate from WSIB from time to time upon the reasonable request of TCHC.

5.10 Code of Conduct

The Vendor shall, and shall cause its employees and agents to, at all times act professionally and ethically in their performance of the Supply Services under this Contract, including in their dealings with TCHC’s employees and tenants.

5.11 Time is of the Essence

Time is of the essence for the delivery of the Product and delivery dates shall be strictly adhered to. If Vendor fails to comply with the agreed delivery schedule for any Product, except as otherwise provided in the Contract, TCHC may take such action as it considers appropriate, including obtaining such Product from another source. The additional out-of-pocket costs and expenses incurred by TCHC in respect of obtaining such alternate supply of Product shall be charged to the Vendor and may be deducted from future invoices. Continued failure on the part of the Vendor to meet delivery requirements under the Contract shall be grounds for termination of the Contract by TCHC without liability or further obligation to Vendor.

5.12 Governing Law

The Contract shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein. Each Party irrevocably submits to the non-exclusive jurisdiction of the Courts of Ontario with respect to any matter arising under the Contract or related thereto.

5.13 Entire Contract

The Contract, together with all of the schedules annexed thereto, including without limitation, the Specifications, constitutes the entire agreement between the Parties, pertaining to the subject matter hereof of the Contract supersedes all prior agreements, negotiations, discussions and understandings, written or oral. There are no representations,

warranties, conditions, other agreements or acknowledgements, whether direct or collateral or express or implied, that form part of or affect the Contract or which induced any Party to enter into the Contract or on which reliance is placed by any Party, except as specifically set forth in the Contract.

5.14 Currency

Unless specified otherwise, all statements of or references to dollar amounts in the Contract are to lawful money of Canada.

5.15 Status of Vendor

5.15.1 Independent Contractor

The Vendor shall be engaged pursuant to the Contract, and shall be, for all purposes of the Contract, an independent Contractor. Neither the Vendor nor any employee, agent, representative or sub-contractor of Vendor is or shall be engaged or otherwise provide services to TCHC as an employee, servant or agent of TCHC and nothing in the Contract shall create a contractual relationship between any employee, agent, representative or sub-contractor of Vendor and TCHC.

5.15.2 Deductions and Remittances

The Vendor shall be solely responsible for any and all payments, deductions and remittances required to be made by law in respect of any payments received by Vendor for Product or Supply Services or payments made by the Vendor to any of its employees, representatives, agents and sub-contractors, including, without limitation, any such payments, deductions or remittances in respect of Canada or Quebec pension plans, employment insurance, WSIB, income tax, health premiums, goods and services tax or other sales or transfer taxes. Vendor shall indemnify and hold harmless TCHC from and against any and all payments, costs, expenses, fines or penalties that may arise from the failure of the Vendor to comply with its obligations pursuant to this section.

5.16 Changes in Product or Services

TCHC may, in its discretion and without invalidating the Contract, make changes to the nature of the Supply Services or the scope thereof, by altering, adding to, or deducting from the quantity or type of Product required or the delivery requirements in respect thereof, provided that any such changes shall be subject to price adjustment for reasonable and supportable increases in cost or expense to Vendor as a result of such changes to the Supply Services. The Vendor shall keep and present, in such form as TCHC may require, an itemized accounting of all applicable and related costs and expenditures or savings in respect of any such changes, together with supporting data.

5.17 Delays

5.17.1 If the Vendor is delayed in the delivery of Product by labour disputes, strikes, walk-outs, fire, unusual delay by common carriers or unavoidable casualties or by

other cause beyond the Vendor's control, then the time for delivery shall be extended as is reasonably required.

5.17.2 Notwithstanding the foregoing provisions, the Vendor shall use commercially reasonable efforts to avoid delays in the delivery of Product and to mitigate the effect of any such delays, including obtaining the Product from alternate sources or, subject to prior consultation with and agreement of TCHC, substitution of Product.

5.17.3 No extension for delay shall be made unless notice in writing of a claim is given to TCHC not later than five (5) Business Days after the commencement of such delay.

5.18 General Liability Insurance

The Vendor shall, at its own expense, obtain and maintain throughout the term of the Contract, and provide TCHC with evidence of, General Liability Insurance for an amount of not less than \$2,000,000 inclusive per occurrence on forms meeting statutory requirements and covering bodily injury and property damage. The Vendor shall not commence the Supply Services until such time as the required evidence of insurance has been filed with and approved by TCHC. The Vendor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date during the term of the Contract.

5.19 Automobile Insurance

The Vendor shall, at its own expense, obtain and maintain until the termination of the Contract and provide TCHC with evidence of automobile liability insurance for an amount not less than \$1,000,000 per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the provision and performance of the Supply Services. The Vendor shall not commence the Supply Services until such time as the required evidence of insurance has been filed with and approved by TCHC. The Vendor shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date during the term of the Contract.

5.20 Indemnity

5.20.1 The Vendor agrees that TCHC, its directors, officers, appointees, employees, agents and representatives shall not be liable for any injury or damage including death, property loss, or damage sustained by the Vendor or its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors, volunteers or any other third party that arises from or relates, directly or indirectly, in whole or in part, to any act or omission by Vendor or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Supply Services.

5.20.2 The Vendor agrees that it shall at all times indemnify and save harmless TCHC, its directors, officers, appointees, employees, representatives and agents from and

against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that arise from or relates, directly or indirectly, in whole or in part, to any act or omission by the Vendor or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Supply Services.

5.20.3 This indemnity shall survive the termination or the expiry of the term of the Contract.

5.21 Taxes

5.21.1 TCHC is required to pay the applicable Goods and Services Tax and Retail Sales Tax on all Product and labour and services (including the Supply Services). This tax must be shown separately on all invoices for payment.

5.21.2 The Vendor shall pay all other applicable taxes, customs duties and excise taxes with respect to the Product, the Supply Services and the Contract.

5.22 No Additional Payment for Increased Costs

The amount payable to the Vendor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of Product or of performing the Supply Services which arises in whole or in part from any increase or decrease in the cost of Product, equipment, labour, delivery costs, materials or the wage rates set out herein or prescribed by the Contract.

5.23 Conflicts of Interest

5.23.1 The Vendor has declared that there is no existing or potential conflict of interest and agrees that it shall hereafter declare immediately to TCHC any conflict of interest, actual or potential, that arises during the term of the Contract, including if such conflict arises from the retention or proposed retention of the Vendor for services by another person. If TCHC requires same, the Vendor shall take all such steps as TCHC requires to remove, mitigate or minimize such conflict of interest, including the refusal of the new assignment.

5.23.2 At the time of disclosure of any existing or potential conflict of interest, the Vendor must provide TCHC with the Vendor's proposed means to remove, mitigate or to minimize such conflict to the greatest extent possible. The Vendor shall submit such additional information to TCHC as TCHC may require in connection with its consideration of the conflict.

5.23.3 TCHC may, in its sole discretion, waive any or all existing or potential conflicts, or the impact of any existing relationships, whether arising out of existing business relationships or otherwise. Any such waiver shall be upon such terms and conditions as TCHC, in its discretion, may require to satisfy itself that the conflict has been appropriately managed, mitigated and minimized.

5.23.4 If TCHC discovers at any time that there has been a breach of the provisions of this section, TCHC reserves the right to terminate the Contract.

5.24 Amendment

No change to or modification of the Contract will be valid unless it is in writing and signed by TCHC, on behalf of TCHC, and the Vendor.

5.25 Further Assurances

The Parties to the Contract shall sign such further and other documents, cause such meetings to be held, do and perform and cause to be done and performed such further and other acts and things as may be necessary and desirable in order to give full effect to the Contract throughout the term of the Contract.

5.26 Severability

If any provision or provisions of the Contract or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract, or the application of such provision or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Contract shall be valid and be enforced to the fullest extent permitted by law and be independent of every other provision of the Contract.

5.27 Assignment

The Vendor shall not assign any of its rights under the Contract or any part thereof without the prior written approval of TCHC, which approval may be withheld by TCHC in its sole discretion.

5.28 Enurement

The Contract and the provisions thereof shall enure to the benefit of and will be binding upon the Parties to the Contract and their respective successors and permitted assigns.

ARTICLE 6
RESERVATION OF RIGHTS

6.1 Rights Reserved By TCHC

- 6.1.1 TCHC is not liable for any costs incurred by the Proponent in the preparation of its response to the RFQ or in the negotiation of the Contract, if applicable. Furthermore, TCHC shall not be liable for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior to, subsequent to, or by reason of the acceptance, or non-acceptance by TCHC of any Quotation, or by reason of any delay in the selection of a Preferred Proponent.
- 6.1.2 Quotations will be evaluated on the basis and criteria set forth in Section 3.3 of this RFQ; the Proponent submitting the lowest priced Quotation will not necessarily be selected as the Preferred Proponent. TCHC reserves the right to accept any one or more Quotations, in its discretion, or to reject any or all Quotations. TCHC's decision on whether or not a Quotation is acceptable will be final and TCHC need not consult with the Proponent in making its determination.
- 6.1.3 TCHC reserves the right to clarify or request additional information with respect to matters which are ambiguous or which are not adequately covered in a Proponent's Quotation and to clarify information contained in the RFQ.
- 6.1.4 TCHC reserves the right to modify any and all requirements stated in the RFQ at any time prior to the Closing Time and to extend the Closing Time.
- 6.1.5 TCHC reserves the right to cancel this RFQ at any time, without penalty or liability to TCHC. This RFQ should not be considered a commitment by TCHC to select a Preferred Proponent or to enter into a Contract.
- 6.1.6 In the event of any disagreement between TCHC and a Proponent regarding the interpretation of any provision of this RFQ, Carmen Arnone, Office Services Supervisor or any individual acting in that capacity shall make the final determination as to interpretation.
- 6.1.7 TCHC does not represent or warrant, nor will any Proponent be entitled to any compensation or other relief in relation to, the accuracy or completeness of any information set out in, referenced or otherwise provided in or through the RFQ, or any addenda issued in connection therewith, or of any other information (including any background or reference information) or documents which may be made available by, through or on behalf of TCHC. Proponents must make such independent assessments as they consider necessary or desirable to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents on any such information shall be at the Proponent's sole risk and without recourse against TCHC.

Proposal	: RFQ 01/08R	APPENDIX A
Description	: Supply and Delivery of Recycled White Paper and Colour Paper	
Closing Date	: Tuesday, May 13, 2008	
Closing Time	: 11:00:00 a.m., local time	

TORONTO COMMUNITY HOUSING CORPORATION		RFQ SUBMISSION FORM 001-006

TO BE COMPLETED AND SUBMITTED BY ALL PROPONENTS

TO: TORONTO COMMUNITY HOUSING CORPORATION
 Manager of Strategic Procurement
 931 Yonge Street, Main Floor,
 Toronto, Ontario, Canada, M4W 2H2

RE: REQUEST FOR QUOTATION

Reference No. 01/08R
 Description Supply and Delivery of White Recycled Paper and Colour Paper
 Closing Date Tuesday, May 13, 2008
 Closing Time 11:00:00 a.m., local time

1. **The Proposal**

The undersigned _____ **[insert name of Proponent]** (the “Proponent”) hereby submits its/his proposal (the “Proposal”) to provide the services and/or furnish the goods in accordance with the annexed Request For Proposal (the “RFP”), the General Conditions, Specifications and all other schedules and instructions as noted in the RFP.

2. **Offer and Acceptance**

The Proponent acknowledges and agrees as follows:

2.1 By submitting the Proposal:

- (a) the Proponent makes an irrevocable offer to TCHC (which shall remain open for sixty (60) days from the date of submission) on the terms and conditions set forth in the Proposal; and
- (b) the Proponent confirms and agrees that it/he accepts and shall be bound by the terms and conditions of the RFP, the General Conditions, the Specifications and all other schedules and addenda to the RFP except as expressly stated in the Proposal.

2.2 If TCHC accepts the Proponent’s Proposal, such acceptance shall create and constitute a binding contract (the “Contract”) enforceable against the Proponent in accordance with its terms and the following shall form part of the resulting Contract.

- (a) the Proposal;
- (b) any Addenda to the RFP;
- (c) the RFP and all Schedules and Appendices thereto, including, **without limitation**, the General Conditions, the Specifications, the Fair Wage Policy, the Green Plan, the Community Economic Opportunities Policy, the Performance Security and the Certificate of Insurance.

Proposal	: RFQ 01/08R	APPENDIX A
Description	: Supply and Delivery of Recycled White Paper and Colour Paper	
Closing Date	: Tuesday, May 13, 2008	
Closing Time	: 11:00:00 a.m., local time	

TORONTO COMMUNITY HOUSING CORPORATION		RFQ SUBMISSION FORM 001-006

3. **Declarations**

The Proponent hereby:

- (a) certifies that it/he shall strictly adhere to all of the terms and conditions of the Contract;
- (b) declares that the prices quoted in the Proposal are firm through the term of the Contract;
- (c) declares that it/he has received Addenda No. ____ to No. ____ inclusive.

4. **No Conflict**

The Proponent declares that there is not now existing, and the Proponent is not aware of any facts that would reasonably be expected to result in, any conflict of interest with respect to Proponent's performance under and pursuant to the Contract.

5. **No Interest**

The Proponent declares that it/he has no financial interest in any **other** firm, business or enterprise which presently renders, or has in the past, rendered goods or services to TCHC or which is also submitting a proposal in respect of the current RFP and that to his/its knowledge, no director, officer or employee of TCHC has any personal interest, directly or indirectly, in the Proponent's Proposal or the performance thereof.

6. **Prices**

The Proponent warrants that the prices contained in its Proposal whether as unit prices or lump sums are quoted in utmost good faith on its part, without collusion with any other person or partnership or corporation.

AGREED, SIGNED AND SUBMITTED by:

_____ of
[Print Name of Proponent]

Address: _____

City: _____ Province: _____ Postal Code _____

Telephone Number: _____ Facsimile Number: _____

E-mail: _____

Signature: _____

Name and Title of authorized person signing: _____

Dated at _____ this _____ day of _____ 200_____

PRICE SCHEDULE/SPECIFICATIONS

RFQ 01/08R

Supply and Delivery of Recycled White Paper and Colour Paper

RECYCLED WHITE PAPER								
Paper Size	Estimated Consumption Per Month	Unit of Measure (Indicate # of sheets/package/box)	Basic Weight	Price	Brand	Product's Country of Origin	Indicate if	
							Chlorine Free	Acid Free
8-1/2" X 11"	100 boxes							
8-1/2" x 14"	35 boxes							
11" x 17"	1 box							
PHOTO PAPER								
Paper Size	Estimated Consumption Per Month	Unit of Measure (Indicate # of sheets/package/box)	Basic Weight	Price	Brand	Product's Country of Origin	Indicate if	
							Chlorine Free	Acid Free
8-1/2" x 11"	1 box		28 lbs					
8-1/2" x 14"	1 box		28 lbs					
11" x 17"	1 box		28 lbs					

COLOUR PAPER							
Paper Size	Estimated Consumption Per Month	Unit of Measure (Indicate # of sheets/package/box)	Basic Weight	Price	Brand	Product's Country of Origin	Indicate if Chlorine Free Acid Free
8-1/2" x 11"	2 boxes		20 lb				
8-1/2" x 14"	2 boxes		20 lb				
11" x 17"	1 box		20 lb				
8-1/2" x 11"	10 boxes		28 lb				
8-1/2" x 14"	1 box		28 lb				
11" x 17"	1 box		28 lb				
CARD STOCK PAPER							
Paper Size	Estimated Consumption Per Month	Unit of Measure (Indicate # of sheets/package/box)	Basic Weight	Price	Brand	Product's Country of Origin	Indicate if Chlorine Free Acid Free
8-1/2" x 11"	1 box		65 lb				

REQUIREMENTS:

- 1) 30% Post Consumer Waste
- 2) For everyday office use on photocopiers and printers
- 3) Indicate any known incompatibility with photocopier/printer models and brand: _____
- 4) Jam Free Runnability

Name of Bidder _____

APPENDIX C

THIS CONTRACT made as of the ____ day of _____, 2008

B E T W E E N:

TORONTO COMMUNITY HOUSING CORPORATION

(hereinafter referred to as “TCHC”)

- and -

(hereinafter referred to as the “Vendor”)

RECITALS

1. TCHC is a social housing provider subject to the provisions of the *Social Housing Reform Act, 2000* and duly incorporated under the *Business Corporations Act* (Ontario) under the name “Metro Toronto Housing Corporation” by Articles of Incorporation certified effective the 14th day of December, 2000, which name was changed to “Toronto Community Housing Corporation” by Articles of Amendment certified effective the 9th day of October, 2001.
2. TCHC agrees to retain and the Vendor agrees to provide certain services (the “**Supply Services**”) to TCHC for the supply and delivery of recycled white paper and colour paper, as provided herein.

IN CONSIDERATION OF the premises and mutual covenants and agreements contained herein and subject to the terms and conditions herein contained, the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this Contract, unless the subject matter or context is inconsistent therewith:

“**Applicable Law**” means all statutes, laws, regulations, ordinances, rules, codes, policies, orders and by-laws of any authority having jurisdiction with respect to the Supply Services, TCHC or the Vendor.

“**Business Day**” means any day except a Saturday, Sunday or statutory holiday in Toronto, Ontario.

“Contract” means this Supply Services Contract, all attached schedules and any agreement or schedule supplementing or amending this Contract, and incorporates by reference and includes the terms and conditions contained in the Request for Quotation RFQ 01/08R issued by TCHC and the Vendor’s Quotation in response to the RFQ dated _____. Other schedules may be appended to this Contract as the Parties shall agree and when so appended shall comprise part of this Contract, whether or not specifically identified in this Contract.

“Parties” means TCHC and the Vendor collectively and **“Party”** means either one of them.

“Product” means the recycled white paper and colour paper products to be provided by the Vendor pursuant to and in accordance with this Contract, including the Specifications.

“Quotation” means the Vendor’s Quotation dated _____ in response to TCHC’s Request for Quotations RFQ 01/08R.

“Request for Quotation” or “RFQ” means the Request for Quotation RFQ 01/08R issued by TCHC, including any schedules, appendices, addenda and attachments incorporated by reference.

“Specifications” means the specifications for the Product as set forth in Request for Quotation RFQ 01/08R issued by TCHC.

“Supply Services” has the meaning ascribed to thereto in the recitals to this Contract.

1.2 Governing Law

This Contract shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein. Each Party irrevocably submits to the non-exclusive jurisdiction of the Courts of Ontario with respect to any matter arising under this Contract or related thereto.

1.3 Entire Contract

This Contract, together with the RFQ issued by TCHC and the Vendor’s Quotation and all of the schedules annexed thereto, including without limitation, the Specifications, constitutes the entire agreement between the Parties, pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral or express or implied, that form part of or affect the Contract or which induced any Party to enter into the Contract or on which reliance is placed by any Party, except as specifically set forth in the Contract.

In the event of any conflict or inconsistency between any of the documents forming part of this Contract, such conflict or inconsistency shall be resolved in the following order of paramountcy:

- (i) the terms of this Contract;
- (ii) Request for Quotation RFQ 01/08R; and
- (iii) Vendor's Quotation dated .

ARTICLE 2

SUPPLY AND DELIVERY OF PRODUCT

2.1 Scope of Services

The Vendor agrees to provide to TCHC the Product listed in the Specifications for the price(s) set forth in the Vendor's Quotation and in such quantities and at such times as TCHC shall hereafter require, and to deliver such Product, all as provided in this Contract.

2.2 New Goods

All Product delivered must be standard new product of the latest model except as otherwise specifically stated in or permitted by the Specifications or by TCHC's written consent.

2.3 No Substitutions

The Vendor shall strictly comply with the Specifications. No substitution shall be made in respect of any Product to the specified manufacturer, brand, make or catalogue number unless otherwise expressly permitted by the Specifications or by TCHC's written consent.

2.4 No Guarantee of Volume

The Specifications set out TCHC's estimated annual requirements for Products. However, TCHC does not warrant the quantity of Product it may require and TCHC reserves the right to obtain Product from other persons.

2.5 Changes in Product or Services

TCHC may, in its discretion and without invalidating this Contract, make changes to the nature of the Supply Services or the scope thereof, by altering, adding to, or deducting from the quantity or type of Product required or the delivery requirements in respect thereof, provided that any such changes shall be subject to price adjustment for reasonable and supportable increases in cost or expense to Vendor as a result of such changes to the Supply Services. The Vendor shall keep and present, in such form as TCHC may require, an itemized accounting of all applicable and related costs and expenditures or savings in respect of any such changes, together with supporting data.

2.6 Warranty

The Vendor warrants that all Product supplied under and pursuant to this Contract shall be free from defects in design, material and workmanship and shall conform in all respects to the terms of this Contract. All Product supplied shall be covered by manufacturers' standard warranty terms.

2.7 Inferior Product

2.7.1 If the Vendor at any time delivers Product that, in the sole opinion of TCHC, is of inferior quality such Product shall be rejected and Vendor shall be required to remove and replace, at Vendor's expense, same with Product that meets the provisions, specifications and conditions of this Contract.

2.7.2 TCHC reserves the right to terminate the Contract if the Vendor fails to provide quality Product in accordance with the provisions, Specifications and conditions of the Contract.

2.7.3 Product purchased by TCHC under the Contract that is later determined to be defective or unsuitable for its intended use shall be returned to the Vendor at Vendor's expense notwithstanding that such Product may be installed or held in inventory and Vendor shall replace same at its own expense, subject to TCHC's right to return such Product without replacement for a 100% refund of the purchase price, in its discretion. In no event shall TCHC be subject to any freight or restocking charges.

2.8 Packaging

Product shall be securely and properly packaged for shipment according to acceptable standard commercial practice, without extra charge for packing materials or containers. The Vendor shall use its reasonable efforts to reduce packaging and to use packaging materials that are recycled and/or recyclable.

2.9 Deliveries

All deliveries of Product shall be F.O.B. destination, freight prepaid, to TCHC locations across the City of Toronto within twenty-four (24) hours of the placement by TCHC of a purchase order for Product, provided that if TCHC, in its sole discretion, requires such Product on an emergency basis, delivery shall be as soon as reasonably practicable and, in any event, within twelve (12) hours of the placement by TCHC of a purchase order on such emergency basis. All deliveries to TCHC shall take place between the hours of 8:00 a.m. and 4:30 p.m.

2.10 Delays

If Vendor fails to comply with the agreed delivery schedule for any Product, except as otherwise provided in this Contract, TCHC may take such action as it considers appropriate, including obtaining such Product from another source. Any additional out-of-pocket costs and expenses incurred by TCHC in respect of obtaining such alternate supply of

Product shall be charged to the Vendor and may be deducted from future invoices. Continued failure on the part of the Vendor to meet delivery requirements under the Contract shall be grounds for termination of this Contract by TCHC without liability or further obligation to Vendor.

2.11 Unavoidable Delays

- 2.11.1 If the Vendor is delayed in the delivery of Product by labour disputes, strikes, walk-outs, fire, unusual delay by common carriers or unavoidable casualties or by other cause beyond the Vendor's control, then the time for delivery shall be extended as is reasonably required.
- 2.11.2 Notwithstanding the foregoing provisions, the Vendor shall use commercially reasonable efforts to avoid delays in the delivery of Product and to mitigate the effect of any such delays, including obtaining the Product from alternate sources or, subject to prior consultation with and agreement of TCHC, substitution of Product.
- 2.11.3 No extension for delay shall be made unless notice in writing of a claim is given to TCHC not later than five (5) Business Days after the commencement of such delay.

ARTICLE 3

STATUS OF VENDOR

3.1 Independent Contractor

The Vendor shall be engaged pursuant to this Contract, and shall be, for all purposes of this Contract, an independent contractor. Neither the Vendor nor any employee, agent, representative or sub-contractor of Vendor is or shall be engaged or otherwise provide services to TCHC as an employee, servant or agent of TCHC and nothing in this Contract shall create a contractual relationship between any employee, agent, representative or sub-contractor of Vendor and TCHC.

3.2 Deductions and Remittances

The Vendor shall be solely responsible for any and all payments, deductions and remittances required to be made by law in respect of any payments received by Vendor for Product or Supply Services or payments made by the Vendor to any of its employees, representatives, agents and sub-contractors, including, without limitation, any such payments, deductions or remittances in respect of Canada or Quebec pension plans, employment insurance, WSIB, income tax, health premiums, goods and services tax or other sales or transfer taxes. Vendor shall indemnify and hold harmless TCHC from and against any and all payments, costs, expenses, fines or penalties that may arise from the failure of the Vendor to comply with its obligations pursuant to this section.

ARTICLE 4

PURCHASE ORDERS, PROCESSING AND PAYMENT

4.1 Cost of Product

The prices for Product as set forth in the Specifications and in Vendor's Quotation are on a per Unit basis and include all costs of delivery. All prices must be in Canadian funds, exclusive of GST.

4.2 Invoices and Payments

The Vendor shall submit invoices for the Product delivered in response to requests from TCHC submitted from time to time. TCHC shall pay the Vendor only after the Vendor submits and TCHC approves the invoices. All invoices will be payable by cheque or through the Mastercard Purchasing Card Program following their receipt and approval by TCHC.

4.3 Internet Credit Card Purchasing Card Program

The Vendor shall participate in an internet credit card purchasing program equivalent to the Mastercard Purchasing Card Program that delivers level 3 billing information and data.

4.4 Taxes

4.4.1 TCHC is required to pay the applicable Goods and Services Tax ("GST") and Retail Sales Tax ("RST") on all Product and labour and services (including the Supply Services). This tax must be shown separately on all invoices for payment.

4.4.2 The Vendor shall pay all other applicable taxes, customs duties and excise taxes with respect to the Product, the Supply Services and this Contract.

4.5 No Additional Payment for Increased Costs

The amount payable to the Vendor under the Contract will not be increased by reason of any increase in the cost of Product or of performing the Supply Services which arises in whole or in part from any increase in the cost of Product, equipment, labour, delivery costs, materials or the wage rates set out herein or prescribed by the Contract.

4.6 On-line Ordering

The Vendor shall provide, if available, an online catalogue of the Product with customer specifications as per the RFQ, customized ordering, approval and payment options, inventory availability of the Product, and access to detailed information of the Product through a secure site set up on the internet. In addition, TCHC shall be able to make orders on-line, and track, control and print such orders.

4.7 Electronic Reporting

The Vendor shall provide monthly or quarterly transaction reports for each TCHC business unit detailing the information as requested by TCHC.

ARTICLE 5

APPLICABLE LAWS AND POLICIES

5.1 Compliance with Applicable Laws

The Vendor, in performing the Supply Services, shall comply with all Applicable Laws and any successor legislation thereto.

5.2 Workplace Safety and Insurance Board Certificate of Clearance

The Vendor has delivered to TCHC its Workplace Safety and Insurance Board (“WSIB”) Clearance Certificate indicating its WSIB firm number and account number. The Vendor represents and warrants that as of the date hereof, its WSIB account is in good standing and further covenants and agrees that it shall maintain its WSIB account in good standing throughout the term of the Contract. During the term of this Contract, the Vendor shall produce a Clearance Certificate from WSIB from time to time upon the reasonable request of TCHC.

5.3 Code of Conduct

The Vendor shall, and shall cause its employees, agents and subcontractors to, at all times act professionally and ethically in their performance of the Supply Services under this Contract, including in their dealings with TCHC’s employees and tenants.

5.4 TCHC's Policies, Programs and Procedures

- 5.4.1 TCHC's policies, programs and procedures are incorporated by reference into this Contract and apply equally to the Vendor and any sub-contractors of the Vendor engaged in providing all or any part of the Supply Services to TCHC. The Vendor shall comply, and shall ensure that each of its sub-contractors comply to the same extent of the Vendor's obligations thereunder, with all of TCHC policies, programs and procedures. In addition to any remedies provided for in TCHC's policies, programs and procedures, the Vendor shall indemnify and save harmless TCHC from and against all loss, costs, claims, expenses, penalties, obligations and/or damages suffered by TCHC arising from the failure of the Vendor or any sub-contractor to comply with the policies, programs and procedures of TCHC.
- 5.4.2 The Vendor shall carry out the commitments to TCHC's policies, programs and procedures as set out in its Quotation.

ARTICLE 6

INSURANCE AND INDEMNITIES

6.1 General Liability Insurance

The Vendor shall, at its own expense, obtain and maintain throughout the term of this Contract, and provide TCHC with evidence of, General Liability Insurance for an amount of not less than **TWO MILLION DOLLARS (\$2,000,000)** inclusive per occurrence on forms meeting statutory requirements and covering bodily injury and property damage. The Vendor shall not commence the Supply Services until such time as the required evidence of insurance has been filed with and approved by TCHC. The Vendor shall further provide evidence of the continuance of said insurance is filed at each policy renewal date during the term of this Contract.

6.2 Automobile Insurance

The Vendor shall, at its own expense, obtain and maintain until the termination of this Contract and provide TCHC with evidence of automobile liability insurance for an amount not less than **ONE MILLION DOLLARS (\$1,000,000)** per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the provision and performance of the Supply Services. The Vendor shall not commence the Supply Services until such time as the required evidence of insurance has been filed with and approved by TCHC. The Vendor shall further provide evidence of the continuance of said insurance is filed at each policy renewal date during the term of this Contract.

6.3 Indemnities

- 6.3.1 The Vendor agrees that TCHC, its directors, officers, appointees, employees, agents and representatives shall not be liable for any injury or damage including death, property loss, or damage sustained by the Vendor or its partners, directors,

officers, appointees, employees, agents, contractors, representatives, sub-contractors, volunteers or any other third party that arises from or relates, directly or indirectly, in whole or in part, to any act or omission by Vendor or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Supply Services.

- 6.3.2 The Vendor agrees that it shall at all times indemnify and save harmless TCHC, its directors, officers, appointees, employees, representatives and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that arise from or relates, directly or indirectly, in whole or in part, to any act or omission by the Vendor or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, sub-contractors or volunteers in the performance of the Supply Services.
- 6.3.3 This indemnity shall survive the termination or the expiry of the term of this Contract.

ARTICLE 7

TERM AND TERMINATION

7.1 Term

This Contract shall commence on the date this Contract is executed by both Parties and shall have an initial term of one year, renewable for an additional two years in one year increment at the mutual consent of the parties, but subject in any event to the provisions of section 7.2 regarding termination.

7.2 Termination of Contract for Cause

TCHC may terminate this Contract immediately by written notice in any of the following circumstances:

- (a) where the Vendor has failed to observe or perform in a material respect any of the provisions of this Contract, TCHC has given notice thereof to the Vendor and such breach is not remedied within seven (7) business days after such notice is communicated;
- (b) where the Vendor has become insolvent;
- (c) where the Vendor has committed an act of bankruptcy or has been declared a bankrupt or has made an assignment in bankruptcy;
- (d) where the Vendor has assigned the Contract or any part thereof or of the Supply Services without the prior written consent of TCHC.

7.3 Termination upon Notice

TCHC reserves the right to terminate this Contract, without cause, upon such conditions as TCHC may require, upon thirty (30) days written notice to the Vendor.

ARTICLE 8

CONFLICTS OF INTEREST

8.1 Conflicts of Interest

- 8.1.1 The Vendor has declared that there is no existing or potential conflict of interest and agrees that it shall hereafter declare immediately to TCHC any conflict of interest, actual or potential, that arises during the term of this Contract, including if such conflict arises from the retention or proposed retention of the Vendor for services by another person. If TCHC requires same, the Vendor shall take all such steps as TCHC requires to remove, mitigate or minimize such conflict of interest, including the refusal of the new assignment.
- 8.1.2 At the time of disclosure of any existing or potential conflict of interest, the Vendor must provide TCHC with the Vendor's proposed means to remove, mitigate or to minimize such conflict to the greatest extent possible. The Vendor shall submit such additional information to TCHC as TCHC may require in connection with its consideration of the conflict.
- 8.1.3 TCHC may, in its sole discretion, waive any or all existing or potential conflicts, or the impact of any existing relationships, whether arising out of existing business relationships or otherwise. Any such waiver shall be upon such terms and conditions as TCHC, in its discretion, may require to satisfy itself that the conflict has been appropriately managed, mitigated and minimized.
- 8.1.4 If TCHC discovers at any time that there has been a breach of the provisions of this section, TCHC reserves the right to terminate this Contract.

ARTICLE 9

CONFIDENTIALITY

9.1 Confidentiality

The Vendor acknowledges that, during the term of this Contract, TCHC may disclose to the Vendor or the Vendor may otherwise obtain as a result of this Contract, confidential information or trade secrets concerning TCHC, including without limitation, information of or relating to TCHC's finances, business, purchasing information, mailing lists, tenant identification and related information, employees or other information regarding or relating to TCHC and its undertakings (collectively "Confidential Information"). The Vendor agrees to keep confidential and not to disclose or communicate directly or indirectly to any third party during the term of this Contract or thereafter, any such Confidential Information and to

cause its affiliates, employees, agents and subcontractors to comply in all respects with this provision. The Vendor shall indemnify and hold harmless TCHC from and against any and all claims, proceedings, actions, damages, costs, expenses, losses, obligations and liabilities whatsoever arising out of or relating to a breach of this provision by the Vendor, its affiliates, employees, agents or subcontractors. This term shall survive the termination or the expiry of the term of this Contract.

ARTICLE 10

GENERAL PROVISIONS

10.1 Use of Intellectual Property

Insofar and to the extent that the Vendor has any intellectual property rights in any products or deliverables (including any reports or similar documents) provided to TCHC under this Contract, including without limitation any trade names, trademarks, patents, copyrights and licences, the Vendor hereby grants to TCHC a non-exclusive, irrevocable, worldwide, royalty-free right and licence to use such intellectual property rights, including, for certainty, in connection with the use, sale, lease or disposition of any Product.

10.2 Amendment

No change to or modification of this Contract will be valid unless it is in writing and signed by TCHC, on behalf of TCHC, and the Vendor.

10.3 Further Assurances

The Parties to this Contract shall sign such further and other documents, cause such meetings to be held, do and perform and cause to be done and performed such further and other acts and things as may be necessary and desirable in order to give full effect to this Contract throughout the term of this Contract.

10.4 Time is of the Essence

Time shall be of the essence of this Contract and every part thereof and no extension or variation of this Contract shall operate as a waiver of this provision. All dates or deadlines are to be strictly adhered to.

10.5 Severability

If any provision or provisions of this Contract or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such provision or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and be enforced to the fullest extent permitted by law and be independent of every other provision of this Contract.

10.6 Waiver

The failure by TCHC to insist on one or more instances upon the performance by the Vendor of any of the terms or conditions of this Contract shall not be construed as a waiver of TCHC's rights to require future performance of any such terms or conditions, and the obligations of the Vendor with respect to such future performance shall continue in full force and effect. A waiver is binding on TCHC only if it is in writing.

10.7 Assignment

The Vendor shall not assign any of its rights under this Contract or any part thereof without the prior written approval of TCHC, which approval may be withheld by TCHC in its sole discretion.

10.8 Representatives and Notices

10.8.1 Any notice required or contemplated by any provision of this Contract shall be given in writing and shall be deemed to be validly given if delivered:

in the case of TCHC, to the following representative and address:

Toronto Community Housing Corporation
 931 Yonge Street, 5th Floor
 Toronto, ON M4W 2H2
 Attention: Carmen Arnone
 Supervisor - Office Services

In the case of the Vendor, to the following representative and address:

Attention:

10.8.2 All communications shall be given by or to the respective Parties through the above individuals provided that representatives of each Party may be changed or substituted by notice to the other Party of the name and address of the substitute representative.

10.8.3 All notices shall be in writing and shall be sufficiently given if personally delivered to the other Party at the address shown above, in which case it shall be deemed to have been received on the 5th Business Day after it was mailed. Day to day communications may also be delivered by facsimile or electronic transmission, in

which case they shall be deemed to have been received within twenty-four hours of transmission.

10.9 Enurement

This Contract and the provisions thereof shall enure to the benefit of and will be binding upon the Parties hereto and their respective successors and permitted assigns.

10.10 Authority

Each Party stipulates that it has full authority to enter into and perform this Contract, and the person signing this Contract on behalf of the named Party is properly authorized to sign it, and each Party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

IN WITNESS WHEREOF this Contract has been executed by the Vendor and TCHC this _____ day of _____, 2008.

TORONTO COMMUNITY HOUSING CORPORATION

Per: _____

Name:

Title:

•

Per: _____

Name:

Title:

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY (WITH NO AMENDMENTS)
NOTE: IF INSURANCE IS PLACED IN PRIMARY AND EXCESS LAYERS, FILE SEPARATE CERTIFICATES FOR EACH

CERTIFICATE OF INSURANCE

(To be completed by insurer (or broker) and delivered to Toronto Community Housing Corporation)

Project Number: RFQ01/08R	Name of Company (Supplier):	Contract or Project to which this certificate applies. S/D OF PAPER (WHITE & COLOUR)
Address of Insured (including Street Name, City, Province and Postal Code)		Telephone No. ()
Name of Insurance Company (including Street Name, City, Province and Postal Code)		Fax No: ()

This is to certify, that the insured set forth, is insured with the Insurance Company, which insurance is described below:

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE Mon. / Day / Year	EXPIRY DATE Mon. / Day / Year	LIMITS OF LIABILITY Bodily Injury & Property Damage - Inclusive
Commercial General Liability				\$

Commercial General Liability – Including Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products – Completed Operations, Contingent Employer's Liability, Cross Liability Clause and Severability of Interest Clause.

Motor Vehicle Liability				\$
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Motor Vehicle Liability - must cover all vehicles owned, leased or operated by, or on behalf of the Insured.

Toronto Community Housing Corporation and Toronto Housing Company Inc. are added to the above described, contract or project, as additional insured under the Commercial General Liability Policy, but only with respect to its interest in the operations of the named insured.

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the insured named above and are in force at this time. It is further warranted that there are no conditions in any of the above policies that would invalidate coverage for the above contract.

If cancelled or any material change in any manner, that would affect the Toronto Community Housing Corporation as outlined in coverage specified herein for any reason, so as to affect the above policies, thirty (30) days prior written notice by registered mail will be given by the insurer(s) to the:

TORONTO COMMUNITY HOUSING CORPORATION
ATTENTION: MANAGER, STRATEGIC PROCUREMENT UNIT
931 YONGE ST. 6TH FLOOR
TORONTO, ONTARIO, M4W 2H2

This certificate is executed and issued to the aforesaid Toronto Community Housing Corporation, the day and date herein written below.

Name of Insurance Company (or broker)	Name of Representative or Official Authorized (Please Print)
Signature of Authorized Representative or Official	Date:
Telephone ()	Fax Number ()

SCHEDULE 2

GREEN PLAN POLICY

Toronto Community Housing is committed to being an environmental leader and requires all contractors and suppliers to contribute to the success of environmental initiatives as a requirement in their contract from the time they are retained until the contract is completed.

To ensure that the goals of Toronto Community Housings Green Plan are met the following criteria will apply to all goods and services:

- I. Does not harm human health and/or the environment
- II. Conserves energy and/or water
- III. Is durable and sustainable
- IV. Manages and/or reduces waste
- V. Is not a wasteful allocation of resources

**SCHEDULE 3
COMPLETE AND SUBMIT THIS SECTION WITH YOUR BID**

TCHC Purchasing Card Program

PART I – Purchasing Card

YES NO

Do you accept the Mastercard Purchasing Card (PCard) for the payment of goods and services ordered?

If yes, complete Section A. If no, complete Section B.

SECTION A

(a) Bank _____

(b) Mastercard Merchant No(s). _____

(c) Is Billing Information Level 3? * See Appendix A attached for explanation of levels*

If you currently accept PCard, please provide three (3) references from companies preferably on a level 3 billing basis which are using the PCard payment process when placing orders for goods and services. (include with your Bid Submission Form)

SECTION B – NON-PCARD OR LEVEL 1 AND 2 VENDORS

If you do not accept MasterCard or currently process only level 1 or 2 transactions, are you prepared to register with an acquirer of your choice, purchase and install the required equipment and process orders for TCHC as a **level 3 provider** and have the program operational within 45 days from the date of notification of award of this contract by TCHC?

PART II - Internet Ordering

Section 1

Do you have an Internet site operating for on-line ordering?
If no, please complete Section 2 below.

If yes, is your on-line ordering Internet site a secure site?
Please specify security level or type _____

Does your on-line ordering site accept Mastercard for payment?
If no, are you willing to set up payment by Mastercard on a Level 3 basis?

PLEASE INCLUDE IN DUPLICATE WITH THE SUBMISSION FORM AN INFORMATION PACKAGE, TEMPLATES AND USER GUIDE DETAILING YOUR ON-LINE ORDERING SYSTEM.

Section 2

Will you be setting up on-line Internet ordering in the near future?
If yes, please indicate your projected start date _____

If no, will on-line ordering be implemented within the next two (2) years?

TCHC reserves the right to accept or reject any bid. TCHC may award the contract to a bidder based on the tender submission price and evaluation including but not limited to the information provided in Part I and Part II as noted above.

REQUIREMENTS AND RESPONSIBILITIES FOR PURCHASING CARD PROGRAM

OVERVIEW OF PCARD PROCESS

- (a) TCHC has implemented a PCard program, which is included in Bid documents, where applicable, and will be included as part of the evaluation process when determining the award of the contract.
- (b) Please complete Part I on the PCard Bid Submission Form. Failure to complete this section on the submission form may render the tender "Null and Void" at the sole discretion of the TCHC.
- (c) It is understood and agreed to by the successful bidder that within 45 days from the date of notification of award of this contract by TCHC, the successful bidder will be expected to process and bill orders on Level 3 basis through the Pcard program.
- (d) It is the bidder's responsibility to consider all aspects associated to process PCard orders including but not limited to transaction costs, on Level 3 basis to TCHC by the acquirer of your choice. To obtain the required on-line/software equipment to support Level 3 billing information, please contact your bank or our service provider BMO for further information at 416-232-2391 ext. 4120 on such matters as cost of processing software.
- (e) TCHC cardholders will be using the PCard currently serviced by BMO for the procurement and payment of goods and services, which is the preferred method for TCHC. The PCard is intended to replace, wherever possible, purchase orders and other conventional invoice procedures covering low dollar value purchases/payments and for standing agreements.
- (f) PCards have been issued to designated TCHC employees to facilitate the purchase and payment of goods and services required for conducting day-to-day government business. A designated employee with a Pcard can place an order for any pre-negotiated goods or services, and the Supplier will process the order through the PCard. The Pcard has the word "Corporate Purchasing" marked on it, along with the employee's name, our company's name or company initials and expiry date. The designated employee signature shall appear on the back of the card where a physical card is issued.
- (g) It is the Supplier's responsibility, whenever they deemed it necessary, to contact the BMO for authorization whenever the Pcard is used or presented (in person, via phone, fax or on-line ordering) to prevent fraudulent use of the card.
- (h) The Supplier will receive payment from BMO for the goods or services provided approximately within 24 to 48 hours.
- (i) The Supplier shall provide adequate training to their designated staff to ensure all general terms and requirements of the TCHC Pcard Program are met.
- (j) The Supplier shall provide a priced confirmation of all orders processed through the Pcard to the cardholder. All documentation for orders charged to the PCard indicate the cardholders name, date and location and clearly states that it was "**Paid by Mastercard, Do Not Pay**".
- (k) The Supplier shall provide a priced packing slip, for all orders processed through the Pcard. If a priced packing slip cannot be provided, a pro forma invoice or statement to match with the packing slip is required.

REQUIREMENTS AND RESPONSIBILITIES FOR PURCHASING CARD PROGRAM

- (l) The Supplier shall submit to the particular cardholder any backup documentation, as such cardholder requires, e.g. proof of receipt for goods shipped.
- (m) Each cardholder shall be responsible for verification for all orders requested from the Supplier by way of the PCard.

Dispute of Orders and Payments

- (n) The Supplier shall resolve any disputes/discrepancies with the designated cardholder ensuring returns etc. are credited to the proper cardholder account within 2 business days of final resolution or before the next monthly statement period (30 days).
 - i. It is understood and agreed to by the Supplier that any errors, omissions, discrepancies concerning charges to cardholder accounts/billings applied by the supplier for goods or services delivered must be reported immediately to the cardholder.
 - ii. It is understood and agreed to by the supplier that TCHC and their employees will not be held responsible for unpaid charges including but not limited to orders which were not processed, errors or omissions to individual cardholder accounts/billings by the supplier for goods or services delivered, that are not resolved with the cardholder, or reported to TCHC Pcard Coordinator within **90 days** of the original date of order.
- (o) The Supplier will be required to provide the following information on the Level 3 billing information, including but not limited to, TCHC account information provided by cardholders, line item detail, product code, GL accounts, quantity, unit price, extended price, unit of measure, taxes.
- (p) Currently, the minimum hardware requirements for Level 3 consist of 486 computer, Windows 95/98/NT, high resolution monitor, 28.8 Baud US Robotics modem, 32 MB RAM and 200 MB available hard drive space. Contact Bank of Montreal at 416-232-2391 ext. 4120 for further information on the latest systems requirements for the PCard.
- (q) It is understood and agreed by the supplier that the TCHC and/or the Pcard Co-ordinator may during the Term of the Contract to alter or modify any payment processes described in this tender.
- (r) The supplier shall provide usage reports for purchasing card transactions as requested by Purchasing.
- (s) The Supplier shall submit monthly billings to Community Housing Unit (CHU) or any other location as designated by the TCHC for approval and processing **for any order placed by methods *including* the Pcard.**
- (t) **The Supplier shall supply any receipts requested by the Bank of Montreal in regards to any disputes or discrepancies by the TCHC cardholder**

Internet Ordering (Complete Part II of the PCard Bid Submission Form)

- I. TCHC is interested in dealing with bidders that have the capability of handling on-line Internet ordering to be used in conjunction with the Pcard Program. This would allow designated cardholders to place orders, approve, track, control and print orders directly from their computer.
- II. The Supplier would provide a complete on-line catalogue, customer specific pricing, customized ordering, approval and payment options, blocking, inventory availability, and access to detailed product information through a secure site set up on the internet.

APPENDIX A

BMO ePurchasing Solutions

Some suppliers will need to establish MasterCard acceptance capabilities and modify their billing process in order to accommodate payment via MasterCard.

This may require suppliers to upgrade their existing credit card acceptance capabilities since the TCHC wants to capture level 3 data.

Multi Levels of Transaction Data

Level 1 Data

- Provides basic information about each transaction such as merchant name and total amount.

Level 2 Data

- Expands on the basic Level 1 data including actual tax, plus customer code (if entered);
- Data is captured by the supplier via enhanced point-of-sale terminal, telephone IVR or BMO Procure2Pay.

Level 3 Data

- Provides comprehensive information right down to line item detail of what was purchased;
- Data capture and transmission via BMO Procure2Pay, PC application or supplier's direct file transmission.

APPENDIX A

BMO ePurchasing Solutions

The following chart outlines the type of information that could be captured at point-of-sale:

DATA ELEMENT	LEVEL 1	LEVEL 2	LEVEL 3
Cardholder Information	X	X	X
Transaction Amount/Date	X	X	X
Currency Code/Conversion	X	X	X
GST/HST/PST Amount – Calculated	X		
GST/HST/PST Amount - Paid		X	X
Customer Code		X	X
Merchant Name	X	X	X
U.S. Merchant Type Code	X	X	X
Merchant Tax ID		X	X
Merchant Postal Code		X	X
Merchant Province Code			X
Ship from Postal Code			X
Ship to Postal Code			X
Freight Amount			X
Duty Amount			X
Destination Country Code			X
Alternate Tax Amount			X
Item Product Code			X
Item Description (35 characters)			X
Item Quantity (no decimals)			X
Item Unit of Measure			X

- **Enhanced Level 3 Data.** Captured via Procure2Pay, these include Item Description (up to 75 characters), Item Quantity (decimals allowed), Tax %, Ship to Province.

For questions regarding TCHC Purchasing Card Program, please contact Debbie Tripodi, PCard Coordinator at 416 981 4113.



NOTICE OF “NO BID”

SCHEDULE 4

Note: This document can be faxed to our offices at 416 981-4111
 Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time, if you are unable or do not wish to bid on this Request for Quotation/Tender/Bid.
 Please remember to include Quotation/Tender/Bid No. at right.

Request for Quotation/Tender/Bid No.

RFQ01/08R-S/D OF RECYCLED WHITE PAPER/COLOUR PAPER

A Quotation/Tender/Bid is not being submitted for the following reason(s):

- | | |
|---|---|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services | <input type="checkbox"/> Cannot obtain raw materials in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> Specification/information are not sufficiently defined | <input type="checkbox"/> Cannot quote/tender a firm price at this time |
| <input type="checkbox"/> Quantity too small | <input type="checkbox"/> Insufficient time to prepare quotation/tender |
| <input type="checkbox"/> Quantity too large | <input type="checkbox"/> We are unable to competitively quote/tender at this time |
| <input type="checkbox"/> Quantity beyond our production capacity | <input type="checkbox"/> We do not have facilities to handle this requirement |
| <input type="checkbox"/> Cannot meet packaging requirements | <input type="checkbox"/> Licensing restrictions, (please explain) |
| <input type="checkbox"/> Cannot handle due to present plant loading | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly |

other reasons or additional comments:

I/We wish to quote/tender on similar goods/services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
---	---	------

This space for TCHC use	Firm Name
	Address
	City
	Province
	Postal Code