

GEORGE BROWN COLLEGE

REQUEST FOR PROPOSAL

Full Time Calendar Printing

REQUEST FOR PROPOSAL #: 009-MC02
NUMBER OF PAGES: 53

RFP RESPONSE DUE DATE AND TIME: June 19, 2009 15:00 Hours

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GEORGE BROWN COLLEGE

INTRODUCTION

Section 1 Introduction

1.1 Mission Statement of GBC

Working closely with partners from all sectors of our society, GBC provides high-quality education that meets the evolving social and economic development needs of the communities it serves, enabling students to succeed in achieving their individual career and life goals. To achieve its mission, GBC will:

- (a) respond quickly and with flexibility to changes in the communities it serves, renewing programming and delivery methods to meet emerging needs;
- (b) ensure a high degree of satisfaction with the quality of its programs and services among students, graduates, employers and other partners;
- (c) promote access to its programs and services;
- (d) foster a culture of continuous learning for students, staff and community partners;
- (e) evolve in areas where it is, or can become, a recognized leader;
- (f) promote the positive value of diversity in its community and in society; and
- (g) secure its future stability through responsible strategic investment of resources in innovative practices, programs and services.

For more information on George Brown College, visit our website at www.georgebrown.ca.

1.2 Policy on Students and Staff with Disabilities

As one of the most diverse colleges in Canada, GBC is committed to promoting an equitable environment for students and employees and opportunities for members of the community to have access to and participate in all aspects of college life and enabling all students and staff with disabilities to participate fully and safely in the educational, social and cultural life of the College, in accordance with the *Ontarians with Disability Act* (2001) and the *Ontario Human Rights Code* (OHRC) and the *Canadian Charter of Rights and Freedoms* (1982).

1.3 Request For Proposal

George Brown College (“**GBC**”) is issuing this Request For Proposal (the “**RFP**”) to request parties (the “**Respondents**”) qualified to provide College Calendars (collectively the “**Deliverables**”) to respond to GBC in accordance with the terms and conditions of this RFP. A more complete description of the supplies and/or services sought for this project is provided in **Schedule C**. The vendor who is selected by GBC pursuant to this RFP (the “**Selected Respondent**”) will become the successful vendor (the “**Successful Respondent**” or the “**Vendor**”) upon entering into an agreement with GBC on terms acceptable to GBC, subject to the provisions of this RFP. The provision of the Deliverables to GBC by the Vendor is the “**Project**”.

1.4 News Release

Proponent may not issue any publicity or a press release or use GBC’s name or logo without GBC’s consent.

1.5 Definitions and Interpretation

Capitalized words and phrases used in this RFP, have the meanings attributed to them in the RFP. For ease of reference, the following is a list of defined terms set out in this RFP:

“**Agreement**” - has the meaning set out in Section 1.6

“**Certificate**” - has the meaning set out in Section 13.7

“**Closing Time**” - has the meaning set out in Section 2.1

“**Commencement Date**” - has the meaning set out in Section 5.2

“**Deliverables**” - has the meaning set out in Section 1.3

“**FIPPA**” - has the meaning set out in Section 13.2

“**GBC**” – has the meaning set out in Section 1.3

“**GBC Confidential Information**” - has the meaning set out in Section 13.4

“**Goods**” - has the meaning set out in Section 5.1

“**Initial Term**” - has the meaning set out in Section 6.2

“**Mandatory Requirements**” - has the meaning set out in Section 7

“**Project**” - has the meaning set out in Section 1.3

“**Proposal**” - has the meaning set out in Section 2.1

“Proposed Contract Terms and Conditions” – has the meaning set out in Section 12.1

“Purchasing Department” - has the meaning set out in Section 2.1

“Renewal Term” - has the meaning set out in Section 5.2

“Respondent’s Briefing” - has the meaning set out in Section 4.3

“Respondents” - has the meaning set out in Section 2.1

“RFP” – has the meaning set out in Section 2.1

“RFP Co-ordinator” - has the meaning set out in Section 4.1

“Selected Respondent” - has the meaning set out in Section 2.1

“Services” - has the meaning set out in Section 5.1

“Successful Respondent” - has the meaning set out in Section 2.1

“Vendor” - has the meaning set out in Section 2.1

Throughout this RFP, the term “including” and the phrase “for example” have been used to mean “including without limitation” and the examples provided should not be considered to be all inclusive.

Throughout this RFP, the singular includes the plural and vice-versa and any gender includes the other gender, unless the context requires otherwise.

1.6 Contracting

GBC has no obligation to procure any Deliverables from any Respondent, except for such obligations as are expressly set out in an agreement that GBC makes with the Successful Respondent (the “**Agreement**”) in accordance with the provisions of Section 12 below. Should GBC procure any Deliverables from the Successful Respondent, the terms and conditions of the Agreement shall apply.

1.7 No Volume Guarantees or Exclusivity Provisions

Except as otherwise expressly set out in the Agreement GBC makes no guarantee or commitment with respect to the amount or value of the Deliverables to be procured by GBC pursuant to the Agreement.

Section 2 Submission, Amendment or Withdrawal of Proposal by Respondent

2.1 When and Where to Submit a Proposal

To be eligible for consideration, proposals for the Project must be received from Respondents by the date and time indicated on the cover page of this document or such other date and time, if any, as is specified by GBC in accordance with Section 3.1 below (the “**Closing Time**”):

George Brown College
Purchasing Department
2nd Floor, 500 MacPherson Avenue
Toronto, Ontario, M5R 1X1
Attention: Wray Hodgson

A Respondent’s proposal (the “**Proposal**”) is the totality of the information that a Respondent submits to GBC in accordance with and in response to the RFP by the Closing Time, including all forms and information that the Respondent submits in response to a requirement, request, option or permission to submit under the terms of the RFP. A copy is one complete iteration of the Proposal.

Proposals must be sent by courier or otherwise delivered by hand. GBC will not accept or consider Proposals transmitted by facsimile or sent by other electronic means or by Canada Post. It is the responsibility of the Respondent to ensure that Proposals are date-and-time stamped at the Purchasing Department at the address indicated above.

Proposals become the property of GBC and will not be returned to Respondents.

2.2 Withdrawal or Amendment of Proposal by Respondent

A Respondent that submits a Proposal to GBC may withdraw its Proposal by delivering a written notice to the Purchasing Department at the address provided above before the Closing Time, indicating that the Respondent is withdrawing its Proposal.

A Respondent may amend its Proposal only by delivering a written notice to the Purchasing Department at the address provided above before the Closing Time, indicating that the Respondent is amending its Proposal, accompanied by an amended Proposal in a sealed envelope or package. Any amended Proposal must comply with all requirements of this RFP that are applicable to the Proposal that it is replacing. The last Proposal received by GBC before the Closing Time shall supersede and invalidate any Proposal previously submitted by the Respondent.

2.3 Proposal Irrevocable by Respondent

Subject to a withdrawal by the Respondent prior to the Closing Time, Proposals shall be valid and shall remain in effect and open for acceptance by GBC for 90 calendar days following the Closing Time.

2.4 Respondents to Follow Instructions

Respondents are expected to complete their Proposals in accordance with the instructions in this RFP. Any non-compliance with the instructions or failure to provide information set out in the RFP by a Proponent may result in the Respondent's Proposal being eliminated.

Respondents are requested to structure their responses in parallel to the structure of the RFP. Some sections of the RFP require the Respondent to complete or use forms that are contained in the RFP. For clarity, where the use of a form is not specified in the RFP, Respondents are not required to copy and submit the text of the RFP to which they are responding, but should reproduce or clearly reference the RFP section number and section title in the corresponding section of their Proposal.

Section 3 GBC's Rights

3.1 GBC's Right to Amend, Supplement or Cancel RFP

GBC, without liability, cost or penalty may do all or any of the following acts:

- (a) at any time prior to the Closing Time, alter the date and/or time specified as the Closing Time;
- (b) at any time prior to or after the Closing Time, alter any other dates in this RFP;
- (c) at any time prior to or after the Closing Time, cancel this RFP; and
- (d) from 4 to 8 calendar days before Closing Time, amend or supplement this RFP.
- (e) Any amendments or supplements to this RFP shall be communicated to Respondents in the same manner in which this RFP was issued. Any amendments or supplements to this RFP made in any other manner shall not be binding.

For RFPs issued on MERX, Respondents are solely responsible for obtaining any amendments or supplements issued by GBC. To ensure automatic receipt of amendments or supplements, Respondents are advised to select the "Auto Update" feature on the MERX document ordering system.

Any reference to “RFP” in this document shall mean this RFP and all amendments or supplements of any kind, if any.

3.2 Proposal Acceptance

Neither the Proposal with the lowest cost nor any Proposal will necessarily be accepted. Cost is an important element in the selection process, but there are other evaluation criteria in the RFP that GBC will consider in evaluating Proposals.

3.3 GBC’s Right to Waive Irregularities

GBC, without liability, cost or penalty, may, in its sole discretion, waive irregularities in any Proposal which GBC, in its discretion, determines to be non-material.

3.4 GBC’s Right to Clarify Proposals

GBC, without liability, cost or penalty, in its sole discretion and at any time after the submission of a Proposal, may seek clarification from any Respondent with respect to its Proposal. Any written information received by GBC from a Respondent in response to a request for clarification by GBC shall be considered an integral part of the Respondent’s Proposal.

3.5 GBC’s Right to Verify

GBC may verify any statement or claim made by a Respondent by whatever means GBC deems appropriate, including contacting references other than those identified by the Respondent, and may reject any statement or claim by a Respondent if in GBC’s judgement the statement or claim is unwarranted or not credible.

3.6 Obtaining RFP Documents

Proponents are advised to obtain the Request for Qualifications (RFQ) documents directly from the MERX electronic tendering services (telephone number: 1-800-964-6379; web site: www.merx.com, e-mail: merx@merx.com) (“MERX”) to ensure that they receive all issued communications from GBC. This is a mandatory requirement.

Section 4 RFP Co-ordinator, Inquiries, Clarification of Matters Relating to the RFP

4.1 RFP Facilitator

The individual who shall be responsible for handling all communications on behalf of GBC relating to this RFP (the “**RFP Co-ordinator**”) is:

Wray Hodgson

George Brown College
Campus – Casa Loma

Address – 500 MacPherson Ave.
Toronto, Ontario, Canada

Postal Code TBA
E-mail: whodgson@georgebrown.ca
(416) 415-5000 x 6041

All communications, including requests for information or clarification of this RFP, must be made in writing, addressed to the RFP Co-ordinator and sent to the e-mail address above.

If an e-mail acknowledgement is not received with twenty-four (24) hours of the next business day, it is the responsibility of the Provider to contact the RFP Co-ordinator to confirm receipt of the original e-mail, quoting the RFP Number 009-FA08.

Respondents are put on notice that only the RFP Co-ordinator is authorized by GBC to provide information about this RFP and Respondents may not rely upon any information or instructions from any other person at, or purporting to act on behalf of, GBC.

Respondents should carefully review this RFP and any attachments and report any errors, omissions, discrepancies, or clauses requiring clarification, or any qualifications to the RFP Co-ordinator.

4.2 RFP Clarification

It is the responsibility of Respondents to seek clarification from the RFP Co-ordinator on any matter it considers to be unclear in accordance with Section 4.1.

GBC shall not be responsible for any misunderstanding on the part of Respondents concerning the RFP or the RFP process.

GBC will accept clarification questions in the form of emails only until the date and time specified for “Questions from Respondents” in Section 9.1 below. GBC will communicate answers to questions submitted by Respondents by noon (local time in Toronto, Ontario) of the business day specified for “Responses to Questions issued by GBC” in Section 9.1. The Proponent is responsible for ensuring that any clarification questions which it submits to GBC are received by GBC before the deadline set out in Section 9.1. Such an e-mail is deemed to have been received by GBC when GBC’s e-mail system delivers it to the RFP Coordinator’s e-mail box.

All answers to questions will be communicated to Respondents in the same manner as an amendment or supplement to this RFP issued in accordance with Section 3.1 above. GBC reserves the right to edit clarification questions or to consolidate any clarification questions which are repetitive and post a single question and response.

4.3 Respondents' Briefing

If GBC is holding a briefing session for potential Respondents who may wish to bid on this RFP (the “**Respondents' Briefing**”), the date and time of that briefing will be set out in the following table:

Date:	N/A
Time:	N/A
Location:	N/A

If a Respondents' Briefing session is being held, attendance at it will be restricted to individuals who have pre-registered. Each potential Respondent may pre-register up to two (2) individuals for the Respondents' Briefing by sending an e-mail with the potential Respondent's name and the names of the individual or individuals to be pre-registered to the RFP Co-ordinator by no later than:

Time:	Not Applicable
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Individuals attending the Respondents' Briefing will be asked to sign in, identifying themselves and the potential Respondent whom they represent. Individuals who are not pre-registered shall not be admitted.

It is a mandatory requirement of this RFP that each Respondent be represented by at least one individual at the Respondents' Briefing. Any Proposal submitted by a Respondent who was not represented by at least one individual at the Respondents' Briefing shall be rejected by GBC.

Section 5 Scope of the RFP

5.1 Deliverables

The Deliverables to be procured by GBC pursuant to this RFP Agreement consist of the goods (the “**Goods**”) and the services (the “**Services**”) that are described in Schedule C attached hereto.

5.2 Term

Subject to any other terms and conditions contained therein, the Agreement to be made pursuant to this RFP will commence on the date of execution of the Agreement (the “**Commencement Date**”) and will expire at the end of the initial period specified in the Proposed Contract Terms and Conditions (the “**Initial Term**”). Thereafter, the Agreement may be renewed by GBC at its sole option for such renewal period(s) (each a “**Renewal Term**”) as are specified in the Proposed Contract Terms and Conditions. Each Renewal Term will be for the length of time as is specified in the Proposed Contract Terms and Conditions. The Agreement may also be extended by agreement between GBC and the Selected Respondent.

Section 6 Format of Proposal and Respondent Information

6.1 Format of Proposal

Proposals must be divided into two parts, each made up of 1 signed original unbound copy, 4 signed original bound copies and 1 copy of the Proposal on CD in a searchable format. Each part is to be submitted in a separate sealed envelope or package. All copies of the RFP submission will be recorded by the RFP coordinator.

Respondents are expected to prepare their Proposals in accordance with the instructions set out in this Section 6.1. Failure to do so may result in disqualification of any Proposal in accordance with Section 2.4 above.

Envelope or package #1 should include all information and materials to be provided pursuant to this RFP other than information pertaining to pricing. Envelope or package #2 should contain only the pricing information required in response to Schedule D.

The inclusion of information concerning prices in the envelope or package containing information and materials other than pricing information will result in the immediate disqualification of a Proposal.

The Respondent's name and address and the RFP number as well as the information set out in Section 2.1 should be clearly marked on all envelopes and packages.

All 4 originals must be signed by a duly authorized signing authority of the Respondent.

Each page of the Proposal must be numbered and a list provided of any attachments, which attachments shall be considered part of the Proposal.

The Proposal must include an executive summary.

The Proposal must not include any marketing or promotional material unless such material is specifically referenced in the body of the Proposal.

The two separate sealed envelopes or packages to be prepared by the Respondent pursuant to this Section 6.1 should be included in another sealed envelope and such envelope should be submitted in accordance with Section 2.1 above.

6.2 Respondent Information

The Respondent must provide the following information in its Proposal:

- (a) the name, post and e-mail address, telephone and facsimile numbers of the Respondent's contact person(s);
- (b) the Respondent's legal name and any name under which it carries on business;

- (c) the address, email address, website, telephone and facsimile numbers of the Respondent's principal place of business;
- (d) the name of the person who will have primary responsibility for overseeing the Project;
- (e) if different from (d), the name of the person who will be managing the provision of the Deliverables if the Respondent becomes the Vendor;
- (f) a description of the Respondent's business organization, for example, whether it is an individual, a sole proprietorship, a corporation, a partnership, or other legally recognized entity;
- (g) the name(s) of the proprietor, where the Respondent is a sole proprietor; each of the directors and officers where the Respondent is a corporation; each of the partners where the Respondent is a partnership; and the applicable information regarding the proprietor, directors, officers and/or partners where the Respondent is another recognized legal entity;
- (h) whether the Respondent intends at any time during the term of any Agreement arising out of this RFP, to use the services of another entity in connection with the provision of the Deliverables pursuant to the Agreement and if so, the details of that arrangement;
- (i) whether the Respondent is a partner, director, officer, shareholder, or a contributor of capital to another individual, sole proprietorship, corporation, partnership, or other legal entity that has as its principal business the provision of goods or services similar to the Deliverables, and if so, the details of that relationship; and
- (j) the name(s), title, and company (if not the Respondent) of individuals that prepared the Respondent's Proposal.

6.3 Information about Subcontractors

The Respondent must include in its Proposal the name of any subcontractor that the Respondent proposes to use in connection with the Project and information about the business organization of the subcontractor, such as whether the subcontractor is an individual, a sole proprietorship, a corporation or a partnership.

The Respondent must indicate whether any subcontractor is an existing service provider to the Respondent or GBC, its experience, and its ability to meet all applicable requirements set out in this RFP.

The Respondent must describe the contractual or other arrangement between the Respondent and all of the subcontractors it proposes to use in connection with the Project.

The Successful Respondent will be the prime contractor, and GBC will at no time, during the term of the Agreement, enter into any legal agreement with the Successful Respondent's subcontractors with respect to the Deliverables to be provided under the Agreement.

In any case where the Respondent proposes to use another entity to assist in any manner in the provision of the Deliverables, such other parties shall be named as subcontractors, and the Respondent will be required to act as the prime contractor and take overall responsibility for the successful provision of the Deliverables.

Section 7 Mandatory Requirements of the RFP

This section outlines the requirements that must be complied with in order for a Proposal to be considered by GBC (the "**Mandatory Requirements**"). If, in the sole discretion of GBC, a Proposal does not comply with the Mandatory Requirements in whole or in part, it will be eliminated and shall not be given any further consideration by GBC.

For purposes of this RFP, a Proposal complies with the Mandatory Requirements if it conforms to the Mandatory Requirements without material deviation or reservation. A "material deviation or reservation" is one:

- (a) that affects in any substantial way the scope, quality or performance of the Deliverables;
- (b) that results in the material component of a mandatory requirement not being complied with; or
- (c) the rectification of which would affect unfairly the competitive position of other Respondents submitting Proposals that comply with the Mandatory Requirements.

7.1 Proposal Form

The Proposal Form attached as Schedule A must be completed and signed by a person authorized to sign on behalf of the Respondent and attached to the Proposal.

7.2 Conflict of Interest

The Respondent must confirm that except as disclosed in its Proposal, the Respondent and any proposed subcontractors do not and will not have any actual or potential conflict of interest in submitting a Proposal or, if selected, in fulfilling their obligations to GBC under this RFP and under the Agreement.

In their Proposal, Respondents must declare any situation or relationship that may constitute a conflict of interest in connection with the submitting of a Proposal or, if selected, the fulfilling of obligations due to GBC in connection with the Project including the provision or performing of the Deliverables.

The Respondent must confirm that neither it nor any subcontractors which the Respondent names in its Proposal in connection with the Project have, or have had access to any confidential information of GBC, excluding information provided in the normal course of this RFP, which is relevant to the Deliverables, their pricing or the RFP evaluation process. Respondents must include in their Proposal:

- (a) a list of the names, addresses and telephone numbers of the persons who participated in the development of their Proposal; and
- (b) a list of the names of any former employees of GBC or contractors who have supplied products or services to GBC who Respondents or any proposed subcontractors that are named by the Respondent in its Proposal have either appointed to their Board of Directors or employed within the last 2 years.

A Proposal may be disqualified where the Respondent fails to provide confirmation of or misrepresents the information set out above. Further, GBC has the right to rescind the Agreement to be made with the Successful Respondent, in addition to or in lieu of any other remedies available to GBC in law or in equity, if GBC in its sole discretion determines that the Successful Respondent has made a misrepresentation regarding any of the information set out above.

7.3 References

The Respondent must submit 3 references with its Proposal. The references should be from clients for whom the Respondent has provided goods and/or services that are similar to the Deliverables over the past 2 years. The Respondent should provide the name, telephone number and fax number of a contact person for each reference and a brief outline of the nature of the goods or services provided by the Respondent to the client named as the reference.

In addition to the references to be provided by the Respondent as set out in the preceding paragraph, GBC reserves the right to request the Respondent to provide the names of one or more references for any subcontractor proposed to be used by the Respondent in connection with the provision of any substantial portion of the Deliverables that GBC in its sole discretion determines to be material.

GBC, in its sole discretion, may confirm the qualifications and experience of the Respondent (and if applicable, each proposed subcontractor) by checking the references provided by the Respondent at any time during the RFP process. By providing information about references in their Proposal, Respondents represent, warrant and certify that they have the legal authority to do so including any consent required.

7.4 Financial and Business Viability

The Respondent must indicate in its Proposal whether the Respondent has, under the laws of any province, territory or country, in the last 3 years:

- (a) been declared bankrupt or made a voluntary assignment in bankruptcy;
- (b) made a proposal under any legislation relating to bankruptcy or insolvency; or
- (c) been subject to or instituted any proceedings, arrangement, or compromise with creditors including having had a receiver and/or manager appointed to hold its assets.

If applicable, the Respondent should attach a copy of a discharge, release, or document with similar effect.

The Respondent must provide the information referred to in this Section 7.4 with respect to any subcontractors that are named by the Respondent in the Proposal in connection with the provision of any substantial portion of the Deliverables.

7.5 Ontario Corporate Taxes in Good Standing

Respondents must confirm in their Proposal, that they have duly and timely paid all corporate taxes owing to the Government of Ontario, including all instalments on account of taxes for the current year that are due and payable by the Respondent whether or not assessed.

If requested by GBC at any time, the Respondent will provide the information referred to in the preceding paragraph with respect to any subcontractor whom the Respondent proposes to use for any part of the work in connection with the Project. GBC may also request Respondent to confirm that the Respondent and/or any proposed subcontractors have duly and timely paid all corporate taxes owing to any government authority in any jurisdiction in which the Respondent or any such subcontractor is carrying on business at the time of the submission of a Proposal.

7.6 Proof of Insurance

Respondents must certify in their proposal that they have, or warrant that they will obtain prior to the negotiation of an Agreement arising from this RFP, the insurance coverage described in Section 13.7. If requested by GBC, Respondents will provide such certification or warranty with respect to any subcontractors that Respondents propose to use in connection with the Project.

7.7 Deliverables

Respondents must complete, execute and return to GBC Schedule C (Goods and Services) to indicate their willingness and ability to provide the Deliverables in accordance with the instructions set out in such Schedule. In particular, the Respondents must indicate in the completed version of Schedule C their willingness and ability to supply the Deliverables in compliance with any requirements or specifications for the Deliverables that are expressly designated in Schedule C as "Mandatory Requirements".

7.8 Pricing

Respondents must complete, execute and return to GBC, as part of their Proposals, Schedule D (Pricing) setting out the prices and rates at which the Respondents propose to provide the Deliverables.

7.9 Willingness to Enter into Agreement

Respondents must indicate in their Proposals whether they are prepared to enter into an agreement with GBC that contains the terms and conditions that are consistent with the Proposed Contract Terms and Conditions attached as Schedule B. The Respondent must indicate if the Proposed Contract Terms and Conditions are acceptable to the Respondent as written, set out any changes or additions that the Respondent proposes be made to the Proposed Contract Terms and Conditions, and the reasons for any proposed changes.

The Respondents are advised that (i) GBC expects to limit the period of time required to negotiate and finalize the Agreement to be made with the Selected Respondent and accordingly, Respondents should request only such changes and additions to the Proposed Contract Terms and Conditions as are required based on the nature of the Deliverables to be provided to GBC; and (ii) GBC will not in any event be bound by any changes or additions to the Proposed Contract Terms and Conditions requested by any Respondent that are not acceptable to GBC in its sole discretion. Without limiting the foregoing, GBC reserves the right not to consider or accept any changes or additions to the Proposed Contract Terms and Conditions requested by the Selected Respondent that are not expressly set out in the Proposal provided by the Respondent.

7.10 Participation in Proponents' Briefing

Respondents are required, as a condition of submitting a Proposal, to participate in the Respondents' Briefing if held in accordance with Section 7 above.

Section 8 Disqualification of Proposals

In addition to disqualification for failure to meet the Mandatory Requirements set out in Section 7, GBC may disqualify a Proposal for the reasons set out in this Section 8.

8.1 Disqualification of Proposals on Grounds of Faulty Submission

GBC, without liability, cost or penalty, in its sole discretion, may disqualify any Proposal before the Proposal is fully evaluated if:

- i. it contains incorrect information;
- ii. the Respondent misrepresents any information provided in its Proposal; or

- iii. the Proposal reveals a conflict of interest as described in Section 7.2.

8.2 Disqualification of Proposals on Grounds of Improper Conduct by Respondent

GBC without liability, cost or penalty, in its sole discretion, may disqualify any Proposal:

if the Respondent or any proposed subcontractor, or any of their employees, agents, contractors or other representatives, contacts or attempts to contact, during the RFP process, for the purpose of obtaining information that relates only to this RFP or for the purpose of influencing the outcome of this RFP process:

- i. any agent or representative of GBC (other than the RFP Co-ordinator);
- ii. any person responsible in whole or in part for evaluating the Proposals;
- iii. any expert or other advisor assisting persons responsible for evaluating Proposals; or
- iv. any contractor, staff or employee of GBC (excluding the RFP Co-ordinator).

8.3 Disqualification of Proposals on Grounds of Historical Experience

GBC, without liability, cost or penalty, in its sole discretion, may disqualify a Proposal where the Respondent advises, or GBC determines, that the Respondent, which for the purposes of this section includes any of its directors, officers, partners, representatives, employees or agents has:

- a) breached any contract with GBC;
- b) been convicted of an offence in connection with, or any services rendered to GBC or the Government of Ontario;
- c) been convicted of a criminal offence within the last 3 years; or
- d) breached a contract for goods or services similar to the Deliverables with an organization other than GBC.

The Respondent is required to provide GBC with information regarding the matters in paragraphs a) through d) above, where applicable.

Section 9 General Requirements of this RFP

9.1 Proposed Work Plan and Time Lines

GBC has established the dates set forth below for the completion of various activities contemplated by this RFP, which dates may be altered by GBC in accordance with the provisions of Section 3.1 above:

Activity	Date
RFP Issue Date	June 3, 2009
Registration for Respondents' Briefing (if applicable) – See Section 4.3	Not Applicable
Respondents' Briefing (if applicable) – See Section 4.3	Not Applicable
Questions from Respondents – See Section 4.2	June 12, 2009
Responses to Questions issued by GBC - See Section 4.2	June 15, 2009
Closing Time – See Section 2.1	June 19, 2009 15:00 Hours
Respondents' Demonstrations (if applicable) – See Section 10.2	TBD
Notification of Selection of Selected Respondent* - See Section 10.4	June 29, 2009
Finalization of Agreement* - See Section 12	July 7, 2009

* The dates specified above for these activities are estimates only and may be modified by GBC at its discretion without the need for any amendment or supplement to this RFP. Unless otherwise stated the closing time is 17:00 hours EST.

9.2 Related Business Experience and Qualifications

The Respondent should describe in detail its experience and qualifications in providing goods and services similar to the Deliverables being procured by GBC under this RFP. In particular, the Respondent should describe:

- a) its understanding of GBC's requirements in connection with this RFP;
- b) where applicable, its ability to provide access to services to persons with disabilities;
- c) its experience in providing services to the public sector;
- d) its human resource strategy (e.g. mix of permanent employees to subcontractors and its approach for obtaining, maintaining and developing the resources required to provide the Deliverables described in this RFP) including the name of any Union ; and

- e) its approach for quality assurance in monitoring the performance of its resources and subcontractors.

9.3 Value Added

When evaluating Proposals in accordance with Section 10 below, GBC shall consider any enhancements that are of benefit to GBC. The Respondent should describe any 'value-add' enhancements it is proposing and explain their value to GBC.

Section 10 Evaluation Process

Section 10 describes the process to be followed by GBC when evaluating Proposals submitted by Respondents in response to this RFP.

The evaluation team will consist of such representatives of GBC and such outside advisors as are determined by GBC in its sole discretion. In carrying out an evaluation of any Proposal in accordance with this Section 10, GBC will use the evaluation criteria set out in Section 11 below.

10.1 Stage I – Compliance with Mandatory Requirements

The applicable members of the evaluation team will conduct a review of any Proposal to ensure that it complies with the Mandatory Requirements referred to in Section 7 above. If GBC determines in its sole discretion that the Respondent's Proposal has complied with all Mandatory Requirements (subject to GBC's right to waive any non-material irregularities in accordance with Section 3.3), the Proposal will proceed to Stage II of the evaluation process as set forth below.

MANDATORY REQUIREMENTS
Receipt of submission complies with instructions.
Submission is correctly addressed.
Submission contains correct number of copies in prescribed format.
RFP document was obtained from MERX.
The price section is in the prescribed format.
Respondent's format sheet is included in the submission.
References are included.

10.2 Stage II – Review of Proposal (Non-Financial)

Stage II will consist of a review by the applicable members of the evaluation team, of all information and materials submitted by the Respondent as part of its Proposal (other than any financial information to be included as part of Envelope No. 2, as referred to in Section 6.1 above). Specifically, the evaluation team will evaluate the Respondent's Proposal according to the extent to which it meets GBC's needs and requirements, all in accordance with the evaluation methodology set out in Section 11 below. **The Respondent should be aware that meeting these needs and requirements will be scored at the midpoint of the weighting system.**

To enable the evaluation team to conduct a full and thorough evaluation, the Respondent's Proposal must contain sufficiently detailed information, and must be clear, direct and organized. Proposals that do not respond to a particular rated item, or that include responses to any item that cannot easily be found by the evaluation team, may receive a lower or a zero – point score for that item. In evaluating any Proposal as part of this Stage II, GBC will consider any "value-add" enhancements identified by the Respondent in its Proposal, as referred to in Section 9.3 above.

Proposals must achieve the following score (the "Qualifying Score") in order to be considered for Stage III: 66 points. In the event that an insufficient number of Respondents qualify to be considered for Stage III, GBC, in its sole and absolute discretion, may lower the Qualifying Score. Proposals that do not meet the Qualifying Score in this stage shall not be considered further.

GBC at its option may require any Respondent to provide a demonstration of the products and services to be provided by the Respondent as the Deliverables under this RFP. Such demonstration will take place at such location as is specified by GBC, which may be a location that the Respondent proposes to use in the course of providing any of the Deliverables. Such demonstration will provide GBC with the opportunity to verify information provided in the Respondent's Proposal. GBC reserves the right to adjust the score assigned to any Respondent as part of its Stage II evaluation based on the demonstration conducted hereunder.

10.3 Stage III – Review of Financial Submission

Stage III will involve the scoring of the financial submission of each Proposal from Stage II that meets the Qualifying Score. Each Respondent's overall cost may be rationalized and will be scored based on a relative pricing formula as follows:

$$\frac{\text{Lowest overall cost}}{\text{Respondent's overall cost}} \times [\text{Number to be inserted based on the number of points assigned to the financial score}] = \text{Respondent's Financial Score}$$

The Respondent with the lowest overall cost will receive the maximum weight available for the financial submission. Every other Respondent will receive a percentage of the

maximum weight available for the financial submission by dividing the lowest overall fee by Respondent's overall fee and multiplying it.

10.4 Stage IV – Selection of Selected Respondent

Subject to the terms and conditions of this RFP, the Respondent whose Proposal has the highest overall score based on the combined scores assigned in the course of Stages II and III will become the Selected Respondent, and GBC will issue a notice of section to that Respondent. In case of a tie bid between responsible bidders with substantially equal qualifications, the tie bidders may be invited to resubmit written bids below their original bid. In the alternative, the tie may be decided by lot, or all bids may be rejected and new bids solicited. Any Proponent which has not been approved to proceed further in the procurement process may request a debriefing from GBC.

Section 11 Evaluation Criteria

The following are the criteria to be used by GBC when assigning scores to each Proposal in accordance with Section 10 above:

Evaluation Stages and Criteria		Maximum Weights
STAGE I – REVIEW OF MANDATORY REQUIREMENTS		Pass / Fail
STAGE II – EVALUATION OF PROPOSAL (NON-FINANCIAL)	40	
Respondent's general skills and qualifications and Respondent's capabilities of providing Deliverables that meet GBC's needs and requirements (as demonstrated in response to Section 9.2, Schedule C and other information to be provided pursuant to this RFP) Examples of evaluation criteria: qualifications, references, ability to meet delivery schedule, printer qualifications		
SCORE (a)		
STAGE III – EVALUATION OF FINANCIAL SUBMISSION	60	
FINANCIAL SCORE (b)		
OVERALL SCORE = (a) + (b)		

Section 12 The Agreement

12.1 Form of Agreement

Within 15 days following the issuance of a notice of selection (or such other period as is determined by GBC in its discretion), GBC will prepare a proposed form of agreement to be made with the Selected Respondent. The proposed form of agreement will be based substantially on the proposed contract terms and conditions attached as Schedule B (the “**Proposed Contract Terms and Conditions**”).

GBC, at its sole discretion, may make changes or additions to the Proposed Contract Terms and Conditions in the course of preparing the proposed form of agreement, including such changes and additions as GBC considers necessary or desirable as a consequence of the Proposal submitted or comments made by the Selected Respondent.

Each Proponent acknowledges that (i) GBC is under no obligation to accept any proposed changes identified in Proponent’s Sample Agreement Compliance Form; and (ii) Proponent will not propose changes in the course of any negotiations unless Proponent has identified the same in its Sample Agreement Compliance Form.

12.2 Negotiations and Execution of the Agreement

Negotiations between the Selected Respondent and GBC with respect to the Agreement shall begin as soon as reasonably practicable, and if not otherwise specified by GBC, within 7 calendar days following the submission by GBC of the proposed form of agreement. GBC and the Selected Respondent shall complete negotiations as expeditiously as possible and thereafter GBC will prepare the execution copy of the Agreement.

The RFP, together with the Respondent’s Proposal, or such provisions of the Proposal as are accepted by GBC, shall be attached as a schedule to the Agreement and shall form part of it.

GBC shall give written notice to the Respondent when the Agreement is ready for signing. The notice shall state that the Respondent must enter into the Agreement within 5 calendar days or such other longer period of time as is specified by GBC in its notice.

Upon execution of the Agreement by the Respondent, the Respondent shall deliver the Agreement to GBC for execution by GBC. GBC shall not sign the Agreement if it has been altered by the Respondent in any way that is unacceptable to GBC.

12.3 Respondent's Failure to Sign the Agreement

If the:

- a) negotiations referred to in Section 12.2 are not successful and GBC in its sole discretion determines that an Agreement cannot be reached on terms that are satisfactory to GBC;
- b) the Respondent fails to enter into the Agreement within the 5 calendar day period referred to in Section 12.2; or
- c) the Respondent wishes to propose as part of the Agreement any changes or additions to the Proposed Contract Terms and Conditions that are not set out in its Proposal,

GBC without liability, cost or penalty, may, in its sole discretion either

- i. extend the period for negotiation or signing the Agreement;
- ii. cease negotiations with the Selected Respondent and enter into negotiations with any other Respondent without issuing a new RFP;
- iii. not enter into the Agreement with any Respondent;
- iv. cancel the RFP; or
- v. issue a new RFP for the same or similar goods and services.

In the case of any failure to enter into an Agreement for any reason set forth in Section 12.3(b) or (c) above, GBC may hold the defaulting Respondent liable for all losses, damages, or costs of any kind (including but not limited to any increase in the cost over the cost submitted by the defaulting Respondent in its Proposal) suffered or incurred by GBC as a direct or indirect result of the Respondent's failure or refusal to enter into the Agreement.

12.4 Decision Not to Award an Agreement

If:

- a) the Successful Respondent fails to obtain any permits, licenses, consents or authorizations required to provide the Deliverables;
- b) any of the circumstances described in Section 8 apply;
or

- c) a change has occurred in the management or ownership structure of the Respondent from the information set out as part of the Proposal,

GBC, without liability, cost or penalty, may, in its sole discretion decide not to award an Agreement to the Respondent and either:

- vi. enter into negotiations with another Respondent without issuing a new RFP;
- vii. not enter into negotiations with any Respondent;
- viii. cancel the RFP; or
- ix. issue a new RFP for the same or similar goods and services.

GBC, in its sole discretion, may hold the defaulting Respondent liable for all losses, damages, or costs of any kind suffered or incurred by GBC as a direct or indirect result of the Respondent's failure due to any of the circumstances described in Section 8 (Disqualification of Proposals) or change in management or ownership structure.

12.5 Denial of Funding or Board Approval

If GBC does not obtain approval for the funding required for the Project, or does not obtain approval of its Board to enter into the Agreement (as determined by GBC in its sole discretion), GBC, without liability, cost or penalty, may, in its sole discretion decide not to enter into the Agreement with the Selected Respondent or any Respondent. In addition, if the Agreement with the Selected Respondent states that the Agreement is subject to the condition that the Agreement must be approved by the Board of GBC, the Agreement shall be no force and effect if such approval is not obtained within 30 days following execution of the Agreement or such other period as is specified in the Agreement.

Section 13 Terms and Conditions

13.1 No Representations as to Accuracy of RFP

GBC makes no representation, warranty or guarantee as to the completeness or accuracy of the information contained in this RFP including any information contained in any amendment or supplement.

13.2 FIPPA

GBC is an institution for the purposes of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 ("**FIPPA**"). All Proposals made to GBC in response to this RFP are subject to the right, established in FIPPA, of any person who makes application to access information in the custody or under the control of GBC, subject to a limited number of exceptions. One such exception applies where the request is for

access to information that reveals a trade secret or technical, commercial or financial information that is supplied to GBC in confidence by a third party, where the disclosure of the information could reasonably be expected to result in harm to the third party. There are other criteria which must be met under the exception and Respondents are encouraged to review the relevant provisions of FIPPA.

GBC will treat all Proposals as confidential, but cannot guarantee that the confidentiality of any information contained in a Proposal will be preserved if a request for access to the information is made under FIPPA.

Notwithstanding that GBC will consider Proposals to be confidential, by making a Proposal, Respondents are deemed to consent to:

- a) the disclosure of their Proposal, or any part thereof, to individuals in GBC and other persons, as may be necessary for the purpose of reviewing and evaluating the Proposal;
- b) GBC making copies of the Proposal for the purpose of reviewing and evaluating the Proposal;
- c) the retention of the Proposal by GBC; and
- d) the public disclosure of the Respondent's name and the fact that it has made a Proposal.

13.3 Collection of Personal Information

Any personal information as defined in Section 2 of FIPPA that GBC collects in connection with this RFP:

- a) is collected under the authority of Subsection 38(2) of FIPPA and is necessary to the proper administration of a lawfully authorized activity, specifically the procurement by GBC of products and services required for its operations; and
- b) shall be used to assess the qualifications of Respondents with respect to providing or performing the Services.

Questions about the collection of personal information by GBC in connection with this RFP should be directed to the RFP Co-ordinator at the address provided in Section 4.1.

13.4 Confidentiality

In this section, “**GBC Confidential Information**” means information, including but not limited to materials in any form supplied to Respondents by GBC or otherwise acquired by Respondents in connection with this RFP, any negotiation relating to this RFP or any part of that process, whether supplied to or acquired by Respondents before or after the

issuance of this RFP, as well as all deliverables supplied or created by Respondents in connection with this RFP.

All information obtained from GBC is to be considered confidential information and is the property of GBC, unless otherwise indicated.

Respondents shall ensure that they:

- a) preserve the secrecy of and hold all GBC Confidential Information in confidence;
- b) use GBC Confidential Information only for the purpose of replying to this RFP; and
- c) do not disclose or transfer GBC Confidential Information to any party without the prior written authorization of GBC.

Respondents acknowledge and agree that this Section 13.4 will be superseded by the confidentiality, privacy and protection of personal information provisions in the Agreement.

13.5 Indemnification

The Respondent shall indemnify and save harmless GBC, its officers, employees, independent contractors, subcontractors, agents, volunteers, successors and assigns, from any and all losses, costs, damages (including, but not limited to, incidental, indirect, special and consequential damages), or any loss of use, revenue or profit by any person, organization or entity, liabilities (including but not limited to any and all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind or nature and expenses (including, but not limited to, legal fees on a solicitor and solicitor's own client basis) which the indemnified persons, entities or organizations or any of them, may suffer or incur howsoever caused, arising out of, or in connection with or as a result of:

- a) the materials, including any Proposal provided by the Respondent, including any amendments of any kind and Deliverables to be provided by the Successful Respondent in connection with this RFP;
- b) anything done or omitted to be done by the Respondent, or persons for whom the Respondent is responsible, with respect to their obligations under this RFP, any Proposal, or otherwise in connection with this RFP, including any breach by the Respondent of its obligations under this RFP or of its representations, warranties and covenants as set out in its Proposal; and

- c) any alleged infringement or infringement of any patent, copyright, trade mark, trade secret or other intellectual or industrial property right or contractual right or obligation of any third party by reason of the purchase, use or possession by GBC of any of the Deliverables described in this RFP.

13.6 Limitation of Liability

GBC and its officers, employees, volunteers, contractors, subcontractors, successors, assigns, and agents shall not be liable to the Respondent or its personnel for:

- d) any and all claims, demands, expenses, actions, losses, costs, liability, damages, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused or arising from this RFP or in any way related to this RFP or the Respondent's Proposal;
- e) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, incurred by any person, entity or organization including the Respondent, howsoever caused or arising out of or in any way related to this RFP or the Respondent's Proposal; and
- f) anything done or omitted to be done by the Respondent or the Respondent's personnel or agents in connection with this RFP or the Respondent's Proposal.

13.7 Insurance

The Agreement will require the Successful Respondent to maintain at its sole cost and expense, the following insurance coverage with financially sound and reputable insurance companies acceptable to GBC. The coverage must be maintained in full force and effect at all times throughout the term of any Agreement arising from this RFP.

- a) Comprehensive General Liability Insurance in the amount of at least \$2,000,000 that protects the Respondent and its employees and agents, from all claims, demands actions, causes of action that may be taken or made against the Respondent for any loss of or damage to property, or personal injury including bodily injury or death, that may arise with respect to the Respondent's performance or provision of the Services.

This policy must also include contractual liability, non-owned automobile liability, completed operations coverage as well as a cross-liability clause.

This policy must add GBC as an additional insured but only with respect to and during the Respondent's performance of its obligations set out in the Agreement arising from this RFP.

- b) Professional Liability or Errors & Omissions Liability Insurance with limits of not less than \$1,000,000.
- c) Automobile Insurance with limits of not less than \$2,000,000 per occurrence, which must include legal liability for damage to non-owned automobiles. This policy must provide coverage for bodily injury and property damage arising out of the ownership, use or operation of all owned and/or leased automobiles.

All of the policies described above must provide GBC with 30 days notice of cancellation or material change.

A certificate of insurance ("**Certificate**") evidencing the insurance coverage described in Section 13.7 must be submitted prior to the finalization of an Agreement for all or part of the Deliverables with GBC and Respondents must certify in their Proposals that they have or warrant that they will obtain prior to the finalization of an Agreement arising from this RFP the insurance coverage described in this Section 13.7. The insuring company or its agent must sign the Certificate and the original must be provided to GBC.

13.8 Payments to Successful Respondents

Payment terms for any amounts to be paid to the Successful Respondent and to be set out in the Agreement to be made under this RFP will be directly related to key milestones of the Project established and agreed to during the negotiation of such Agreement.

13.9 Governing Law

This RFP, any Proposal and any Agreement arising from this RFP, will be governed by the laws of Ontario and the laws of Canada applicable therein and any Agreement arising from this RFP will require the Respondent to comply with all applicable laws of Ontario and Canada, including the *Occupational Health and Safety Act*, R.S.O. 1990 c. O.1, the *Human Rights Code*, R.S.O. 1990, c. H.19, and the *Pay Equity Act*, R.S.O. 1990, c. P.7.

13.10 Permits, Licences, Consents, Authorizations

If the Respondent requires any permits, licences, consents or authorizations to engage in an activity contemplated in the Respondent's Proposal:

- a) it is the Respondent's responsibility to obtain and provide to GBC at its request, such permits, licenses, consents or authorizations; and

- b) neither acceptance of a Proposal nor execution of an Agreement arising from this RFP will be considered to be approval by GBC of any activity engaged in by the Respondent without the necessary permits, licences, consents or authorizations.

GBC may, without liability, cost or penalty and in its sole discretion, decide not to award the Project or any part thereof to the Respondent if the Respondent fails to obtain any permit, licence, consent or authorization required.

13.11 Personnel

Where the Agreement made pursuant to the RFP provides for certain activities to be performed by certain named individuals, such individuals must be approved by GBC and will not be replaced without GBC's consent, which consent will not be unreasonably withheld. The Successful Respondent must use commercially reasonable efforts to maintain continuity by using the same personnel to provide or perform the Deliverables throughout the Project. If GBC, in its sole discretion, deems any of the Successful Respondent's personnel used to provide any Deliverables to be inappropriate, GBC may require the Successful Respondent to replace such personnel.

13.12 Subcontracting

The Respondent shall not be permitted to assign or subcontract any obligations arising from the RFP without the prior written consent of GBC. No assignment or subcontract shall relieve the Respondent from its obligations arising from the RFP or impose any liability upon GBC to any assignee or subcontractor.

The Respondent shall at all times be held fully responsible for the acts and omissions of the assignee's or subcontractor's directors, officers, employees, independent contractors, subcontractors, shareholders, members, partners, volunteers, successors, assigns, and agents.

Without limiting the foregoing provisions, Respondent shall not subcontract with any entity or individual whose current or past corporate or other interests may give rise to a conflict of interest in connection with the Project or the Deliverables. This includes any entity or individual involved in the preparation of the Respondent's Proposal.

Further, in addition to or in lieu of any other remedies that GBC has in law or in equity, GBC shall have the right to disqualify a Proponent's Proposal and/or, if applicable, terminate any Agreement with the Respondent in the event that GBC, in its sole discretion, determines that the Respondent has, in GBC's opinion, contravened the prohibitions in this Section 13.12.

13.13 Risk of Loss

All risk of loss or damage to property or supplies provided by the Respondent or provided by any third parties in connection with this RFP shall remain with and be upon the Respondent.

13.14 Costs

The Respondents shall bear all costs associated with or incurred in connection with the Proposal to be submitted by the Respondent, or otherwise arising out of this RFP, and if applicable, the negotiation and settlement of the Agreement to be made with the Selected Respondent.

13.15 Entire Document

This RFP, any addenda to it, and the schedules listed below constitute the entire RFP.

Schedule A - GBC – Proposal Form

Schedule B - Proposed Contract Terms and Conditions

Schedule C - Goods and Services

Schedule D - Pricing

13.16 Bid Protest Procedures

Respondents are required to obtain a copy of the Bid Protest Procedures from GBC prior to filing any protest concerning this RFP.

Schedule A

GBC – Proposal Form

To GBC

RFP Number 009-MC02

INSTRUCTIONS TO RESPONDENTS

Mark on the Face of the Sealed Envelope or Package

RFP Number

RFP Response Due Date

Submitted by:

Respondent's Legal Name:
(if different from the above)

Address:

Postal Code:

Telephone No.:

Email Address

Facsimile No.:

Officer(s) signing on behalf of Respondent:

Position:

G.S.T. No.:

The undersigned affirms that he/she is duly authorized to execute this Proposal.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule B

Proposed Contract Terms and Conditions

The Agreement to be made pursuant to the RFP of which this Schedule B forms part shall contain provisions that are consistent with the terms and conditions set out below. GBC reserves the right to make such changes or additions to the following terms and conditions as may be necessary or desirable based on the information obtained through the RFP process, including information provided by the Selected Respondent.

1. DELIVERABLES

The Agreement will include a detailed description of the Deliverables (Goods and Services) to be provided by the Vendor, and the Requirements for the Deliverables.

2. SCHEDULES AND/OR SOWS TO BE MADE UNDER AGREEMENT

The detailed terms and conditions concerning the provision of the Deliverables will be set out in one or more Schedules or Statements of Work (SOWs) to be made pursuant to the Agreement. Any such Schedule/SOW will set out: (i) the key representatives of the Vendor who will be assigned certain tasks and responsibilities; (ii) any persons who will be named as subcontractors in connection with the provision of any Deliverables, and the roles and responsibilities of such subcontractors; (iii) the terms governing acceptance testing or acceptance of the Deliverables by GBC; (iv) any schedule of activities or work plan to be followed by the Vendor in the performance of any obligations under the Agreement; (v) the prices and payment terms applicable to the provision of the Deliverables; and (vi) any applicable service level metrics to be met by the Vendor in the performance of any Services and any service level credits or other remedies to be provided by the Vendor in the event of any failure to meet the prescribed service level metrics.

3. RESPONSIBILITY

The Vendor has overall responsibility for the provision of the Deliverables in accordance with the Agreement, and is accountable for any acts or omissions of any of its representatives, including any subcontractors.

4. PERSONNEL AND OTHER REPRESENTATIVES

The Vendor is responsible for ensuring that all of its representatives who are involved in the provision of any Services have all necessary qualifications. In addition, if required by GBC based on the nature of their responsibilities, such representatives will be required to undergo security screening in accordance with GBC's policies and procedures. GBC may require the Vendor to designate certain key representatives as being responsible for specific tasks or activities, and if GBC so elects, to obtain GBC's approval for the replacement of any such key representatives. The Vendor must replace any representatives who are no longer engaged by the Vendor from time to time with persons who have at least equivalent skills, experience and qualifications.

5. SERVICE LEVEL METRICS

The Vendor will be required to comply with the applicable service level metrics for the performance of any Services set out in any Schedule/SOW, and to provide GBC with the service level credits or other remedies that are prescribed by the Agreement upon any default or failure to meet such metrics. Any service level credits prescribed by the Agreement may be deducted from any amounts otherwise payable by GBC to the Vendor, and are in addition to any other remedies which GBC may exercise for any failure by the Vendor to perform its obligations under the Agreement.

6. REPORTS AND MONITORING OBLIGATIONS

The Vendor is required to monitor its performance of the Services, and to provide any reports prescribed in the applicable Schedule/SOW concerning its performance, and such other reports as may be reasonably requested by GBC from time to time.

7. PROVISIONS RELATING TO DELIVERY, INSTALLATION AND ACCEPTANCE

The Vendor will be required to deliver the Goods and provide the Services, in each case at or to such location as is specified in the Agreement or any Schedule/SOW made there under. The Vendor will perform any obligations relating to the installation and/or implementation of any Goods as are prescribed in the Agreement. Unless otherwise agreed by GBC, GBC will be entitled to carry out such acceptance tests as are reasonably necessary to enable GBC to confirm that the Deliverables comply with the Specifications. Where appropriate, a detailed description of the acceptance test procedures and the acceptance criteria for the Deliverables will be set out in the Agreement.

8. TERM

The Agreement will be for the immediate delivery of the units and a specified warranty period.

9. SUSPENSION AND TERMINATION

- (i) GBC reserves the right, without cost or penalty, to suspend the provision of the Deliverables for such period as may be specified by GBC, but GBC will use commercially reasonable efforts to provide at least fifteen (15) days notice to the Vendor of any such suspension.
- (ii) GBC, without cost or penalty, may terminate the Agreement at any time upon sixty (60) days notice to the Vendor.
- (iii) GBC, without cost or penalty, may terminate the Agreement on written notice to the Vendor, which may be provided immediately or following the expiry of such notice period as is specified by GBC, if

the Vendor becomes bankrupt or insolvent or ceases to carry on business in the normal course, or attempts a bulk sale of its property.

- (iv) GBC, without cost or penalty, may terminate the Agreement on thirty (30) days' notice to the Vendor if the Vendor is in material breach of any of its obligations under the Agreement, that is not cured prior to the end of the notice period.
- (v) Upon any termination of the Agreement, any Schedule(s)/SOW(s) made thereunder will also terminate. However, if any breach of the Agreement relates only to a particular Schedule/SOW, GBC at its option may elect to terminate only the affected Schedule/SOW, and the remainder of the Agreement will continue in force.
- (vi) Upon any breach or default, as referred to in clauses (iii) or (iv) above, GBC may recover damages from the Vendor and may exercise any other remedies available at law or in equity, whether or not GBC terminates the Agreement.
- (vii) Upon the termination or expiration of the Agreement for any reason, the Vendor: will deliver up to GBC all assets, intellectual property and confidential information belonging to GBC in the possession of the Vendor; will provide any Deliverables required to be provided under the Agreement up to the date of termination or expiration, including all partially completed Deliverables; and will provide a full report to GBC of the current state of any Deliverables.
- (viii) Upon termination or expiration of the Agreement, GBC will be responsible only for such amounts as are otherwise payable under the Agreement for Deliverables actually provided or performed by the Vendor in full compliance with its obligations under the Agreement.
- (ix) The termination or expiration of the Agreement shall not affect any provisions which by their nature or by the express terms of the Agreement are intended to survive termination or expiration. In particular, any licenses for any software or other intellectual property granted for a perpetual term, or a term that expires after termination of the Agreement or any Schedule/SOW, will survive the Agreement.

10. CHANGE ORDERS

GBC may submit a change request from time to time setting out any proposed changes to the Deliverables or the terms and conditions on which they are provided. The Vendor will use commercially reasonable efforts to accommodate any changes requested by GBC. The Vendor will provide, as soon as possible, such information as is prescribed

by GBC's change management process in response to any change request. A proposed change will be binding on both parties only when a change order is executed by both parties.

11. RECORDS AND AUDITS

The Vendor will maintain, during the term of the Agreement or for seven years thereafter (or for such shorter period, if any, that may be prescribed by GBC for certain categories of documents), all records relating to the performance of the Vendor's obligations under the Agreement. GBC will be entitled, on not less than seven (7) days notice, to audit such records, in which case the Vendor will provide GBC with reasonable access to the records, and grant GBC the right to make copies of extracts from the records.

12. PRICES AND PAYMENT TERMS

- (i) The Vendor will provide the Deliverable for the prices set out in the applicable Schedule/SOW.
- (ii) GBC will make payments in accordance with any payment schedule set out in any Schedule/SOW. The payment terms will include provisions for the achievement of certain milestones, and for the right of GBC to withhold certain amount(s) (e.g., until final acceptance of any Goods, or the expiry of an applicable warranty period). The total amount payable under any Schedule/SOW will not exceed any maximum amount (if any) specified in the Schedule/SOW.
- (iii) The prices to be paid by GBC to the Vendor will be exclusive of any taxes applicable to the provision of the Deliverables, other than taxes based on the Vendor's net income. All taxes which the Vendor is required to collect will be separately identified in any invoice.
- (iv) GBC will reimburse the Vendor for reasonable expenses incurred by the Vendor that are related to the provision of the Deliverables, provided that such expenses are approved in advance by GBC, and are in accordance with any reasonable guidelines issued by GBC.
- (v) All invoices will include a detailed description of the Deliverables to which they relate, including a detailed description of any Services provided during any billing period.
- (vi) GBC is required to pay only such invoices as are properly issued in accordance with the Agreement, for Goods delivered and accepted by GBC and for Services actually performed by the Vendor, in each case in accordance with the Agreement.

- (vii) GBC will endeavour to pay all invoices properly issued under the Agreement within thirty (30) days of receipt, subject to GBC's right to withhold any amount in dispute, and to set off any payment against any amounts due and owing to GBC.

13. CONFIDENTIALITY, PRIVACY AND SECURITY

- (i) The Vendor will comply with all laws and regulations applicable to the protection of personal information, and will perform the Services in such a manner as to enable GBC to comply with all such laws and regulations.
- (ii) The Vendor will comply with, and will cause its representatives to comply with, GBC's policies and procedures as are communicated to the Vendor relating to privacy, confidentiality and security.
- (iii) The Vendor will comply with detailed obligations relating to the protection of all information received from GBC, as will be set out in a Schedule to the Agreement.
- (iv) The Vendor acknowledges that GBC is subject to the *Freedom of Information and Protection of Privacy Act* (FIPPA), and that GBC may be required to disclose certain information in response to a request for access made under that Act. To the extent permitted under FIPPA, GBC will advise the Vendor of any request for any records that may reveal information that has been provided by the Vendor to GBC in confidence. The Vendor will provide reasonable assistance as may be requested by GBC to enable GBC to respond to an access request.
- (v) Unless otherwise agreed by GBC, the Vendor will ensure that all personal information belonging to or relating to GBC remains in the Province of Ontario, or other such location within Canada as is approved by GBC. Unless otherwise agreed by GBC, the Vendor and its representatives (including any subcontractors) will perform any Services that may result in any access to personal information only from premises located in Canada.

14. INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

- (i) Unless otherwise agreed by GBC, the Vendor will assign to GBC all right, title and interest, and all applicable intellectual property rights, in any Deliverables to be provided to GBC under the Agreement.
- (ii) Notwithstanding clause (i), the Vendor is not required to assign intellectual property rights to any commercial goods, but the Vendor will convey ownership of such goods (other than COTS software) to GBC.

- (iii) Notwithstanding clause (i), the Vendor is not required to assign intellectual property rights to any COTS software, but the Vendor will grant GBC a license to use any such software and accompanying documentation (which license, unless otherwise set out in any applicable Schedule/SOW, will be a non-exclusive, perpetual, assignable, irrevocable, world-wide license, with the right to allow use by GBC's subcontractors and service providers).
- (iv) The Agreement will contain such other terms and conditions as are necessary to give effect to any assignment of rights or any licenses granted under the Agreement.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Agreement will include various representations, warranties and covenants to be provided by the Vendor, including the following:

- (i) The Vendor has all necessary rights, and holds all licenses and intellectual property rights, as are necessary to enter into and perform its obligations under the Agreement, and to grant such assignments and licenses as are set out in the Agreement, without any claim or encumbrance in favour of any third party;
- (ii) The Vendor will comply with all laws and regulations in respect of the performance of any obligations under the Agreement;
- (iii) The Vendor will provide all Deliverables in compliance with all applicable Specifications for such period of time as is specified in the Schedule/SOW;
- (iv) The Vendor is not, and will not be, in any conflict of interest situation in the course of performing its obligations under the Agreement;
- (v) The Vendor will not infringe the intellectual property rights of any third party in the course of performing its obligations under the Agreement, and will provide Deliverables that do not infringe any intellectual property rights of any third party; and
- (vi) All Goods supplied by the Vendor which consist of software will be free of viruses or any other harmful code.

16. INDEMNITIES

- (i) The Vendor will provide a full indemnity (which will not be subject to any limit of liability) to GBC and its representatives, for any damages, costs and expenses incurred by GBC as a result of any

claim that any Deliverables infringe any intellectual property rights of any third party.

- (ii) In the event of any claim brought by a third party against GBC for which the Vendor is required to indemnify GBC under clause (i) above, the Vendor will make such modifications to the Deliverables or procure such rights to the Deliverables, in either case as are necessary to enable GBC to continue to use the Deliverables (or any equivalent products and services) on the terms and conditions set out in the Agreement, free and clear of any claim of infringement.
- (iii) Subject to the limits of liability set out below, the Vendor will indemnify GBC and its representatives for all damages, costs and expenses, incurred by them as a result of any breach of the Agreement by the Vendor not covered by the indemnity referred to in clause (i) above.

17. LIMITATION OF LIABILITY

- (i) Subject to clause (iii) below, neither party will be liable to the other party for any claims for indirect, special, consequential or punitive damages arising under the Agreement.
- (ii) Subject to clause (iii) below, the liability of each party to the other party for any claims arising out of the Agreement will be subject to a limit of liability, which will be the greater of **[\$2 million]**, or an amount equal to the aggregate fees paid or payable by GBC to the Vendor during the **[two year]** period preceding the applicable claim (or an amount equal to **[24]** times the average monthly amount paid or payable by GBC to the Vendor, if the Agreement has been in effect for less than [two years]).
- (iii) Clauses (i) and (ii) above do not apply to the following claims by GBC against the Vendor: claims for infringement of intellectual property rights; claims for any breaches of any obligations under the Agreement relating to privacy, confidentiality or security; any claims arising from fraud or wilful misconduct; and any claims for death or injury or damage to tangible property caused by negligence.

18. INSURANCE

The Vendor will be required to maintain during the term of the Agreement insurance of such kinds and in such amounts as are prescribed by the RFP.

19.

20. DISPUTE RESOLUTION

All disputes arising out of or in connection with the Agreement will be resolved in accordance with dispute resolution mechanisms to be prescribed by the Agreement, which will include a process for escalation of issues to senior management, mediation and arbitration.

21. OTHER PROVISIONS

The Agreement will include certain other provisions as are generally included in agreement made in similar circumstances, including: a provision whereby the Agreement will be governed by the laws of the Province of Ontario and whereby the Vendor will attorn to the jurisdiction of Ontario courts; a provision requiring all amendments to be in writing and to be executed by authorized representatives of the parties; a provision prohibiting the Vendor from assigning the Agreement without the prior written consent of GBC; a provision whereby GBC and the Vendor will be treated as independent contractors; a provision to permit GBC to contract with other parties for goods and services similar to the Deliverables; and a provision requiring the Vendor to obtain GBC's consent for any press release or other disclosure of the Agreement or the Vendor's relationship with GBC.

Schedule C

Goods and Services

Please do NOT include taxes

Request for Quotation: George Brown College Full-Time Calendar, 2010/11 Edition

Printing to commence the last week in July or beginning of August and must be complete by the end of September, 2009. Note: A partial shipment (40%) of finished books and complete shipment of custom cartons must be delivered no later than August 25th, 2009.

Art: supplied on Mac disk/ in InDesign or PDF for Calendar, Carton and bind in Inquiry Card

Press approvals: 24 hour notice for press approvals is required.

Delivery: Four locations in Toronto (note: not all locations can accommodate long-bed tractor trailers) and 24 hour prior notice of delivery is required to ensure space is cleared

If all work is not to be done in your in-house capabilities, please specify the names and addresses of all firms (i.e. trade printers, binder, etc.) who will be producing parts of the work.

Print & Finishing Specifications:

2010/11 Full-Time Calendar

Finished size: 8-1/4" X 10-5/8" (plus bleeds throughout all sections)

Binding: Trim and perfect bind on long edge

Quantity: 80K plus extra M's

Proofs: Printer to supply high end (high res) colour match proofs for each colour page and a dylux (book cover trimmed to size and folded).

Section A – 4pp Cover:

80 lb. ChorusArt gloss cover stock, 5/5 (four-colour process plus one PMS 301) plus varnish or gloss aqueous 2 sides

Section B – 12pp Gloss 5 Colour Insert:

12 page on 60 lb. ChorusArt gloss text, 5/5 (four-colour process plus one PMS 301) plus varnish or gloss aqueous throughout – insert at front of book

Section C – Inside Pages:

264 or 280 pages on (80 bright) Paperperfect Opaque 40 lb. FSC (or equivalent to match brightness, opacity and FSC – please provide samples with proposal) 4/4 (process)

Section D – Bind in Inquiry Card:

8-1/4" X 10-1/8" on Rockland Bond 65 lb. cover white, 4/1 process one side, black 2nd side (plus bleeds)

Card to be: scored on short edge, perforated on long edge, u-glued, and perfect bound into the calendar between the front cover and the colour section.

Cartons/Packaging:

Custom printed cartons (custom size: approx. 8-7/8"W X 11-1/8"L X 10"H – Size may vary slightly to accommodate the thickness of the books to fit 20 per carton. Cartons must be snug fit.)

Printed 2 PMS colours on 5 sides (not bottom) plus bleeds

Please provide option to print 4 colour process also

Package 20 calendars in each carton (carton quantity 4K to 4.5K depending on final quantity of books)

Sample calendars are available by calling 416-415-2000 or 1-800-265-2002

Schedule D

Pricing

Respondents are to provide pricing for the following goods and services:

Sample Table

Description	Paper	Quantity	Number of Pages	Press Work	Bindery	Size	Total Price	Unit Price	Add'l M's Price
2010-11 Full-Time Calendar		80,000	264 pgs + 12pg insert + Reply Card + Cover			Trim to 8 1/4" x 10-5/8"			
2010-11 Full-Time Calendar		80,000	280 pgs + 12pg insert + Reply Card + Cover			Trim to 8 1/4" x 10-5/8"			
Cartons (a)		4,000 to 4,500		2 PMS Colours					
Cartons (b)		4,000 to 4,500		4 colour process					
Total									
GST									
PST									

SUPPLIER ETHICS POLICY

SCHEDULE F

George Brown College is committed to the highest standards of product quality and business integrity in their dealings with suppliers. As a result, all suppliers and the GBC employees who work with them are expected to conduct themselves with the highest standards of honesty, fairness and personal integrity. It is critical to GBC that suppliers and employees alike maintain high ethical standards, adhere to all applicable laws, and avoid even the perception of impropriety or conflict of interest. Suppliers should conduct business and negotiations with the College in reasonable manners which should avoid unnecessary expenses and inconvenience etc incurred by the College. Suppliers are expected to conduct business and negotiations ethically with the College, without attempts to influence any purchasing decisions through offering personal gifts and other unethical means.

Furthermore, Suppliers must maintain in good standing in terms of business operations and are expected to inform the College Purchasing Department of any changes of business conditions that might affect purchasing decisions.

Introduction

This policy applies globally to all GBC suppliers. “Supplier” here means any business, company, corporation, person or other entity that sells, or seeks to sell, any kind of goods or services to GBC, including the supplier’s employees, agents and other representatives.

Follow the Law

Suppliers will comply with all laws, regulations and policies applicable to us and our dealings, Including all applicable contractual requirements.

GBC’s Policies Related to Kickbacks, Favors, Gifts, and Entertainment

Suppliers will not offer, promise or provide to any GBC employee a kickback, favor, cash, gratuity, entertainment or anything of value to obtain favorable treatment from GBC. GBC employees are similarly prohibited from soliciting or accepting such favors from suppliers. This prohibition extends to the offering, promising or giving of any favors to any family members of both the supplier and GBC employees or with any other persons with whom either party has significant personal relationships in exchange for obtaining or retaining GBC’s business.

Avoid Conflicts of Interest

Suppliers, will not enter into a financial or any other relationship with a GBC employee that creates any actual or potential conflict of interest for GBC. A conflict of interest arises when the material personal interests of the GBC employee are inconsistent with the responsibilities of his/her position with the company. All such conflicts must be disclosed and corrected. Even the appearance of a conflict of interest can be damaging to GBC and to the Supplier, and are to be disclosed and approved in advance by GBC management.

Avoid Unfair Business Practices

Suppliers will not fix prices or rig bids with our competitors. Suppliers will comply with all applicable antitrust, fair trade and competition laws.

Provide Quality

Suppliers will supply product that conform in all respects with the requirement of the contracts with GBC including, in particular, all applicable quality requirements.

Avoid Political Contributions and Charitable Donations on GBC's Behalf

GBC suppliers are not authorized to make any type of political contribution or charitable donations on GBC's behalf.

Avoid Unauthorized Lobbying and Press Releases on GBC's Behalf

Suppliers are not authorized to undertake any type of lobbying or other similar representative efforts on GBC's behalf before any kind of government entity, official or body or representative. In addition, Suppliers may not issue Press Releases concerning any mutual business transactions without the explicit written consent of GBC.

Speak Up About Ethical Concerns

Suppliers will promptly notify GBC regarding any known or suspected improper behavior by suppliers relating to dealings with GBC, or any known or suspected improper behavior by GBC employees or its agents.

SUSTAINABILITY POLICY

SCHEDULE F

Provided that the pricing, quality and other criteria are the same, preference will be given to products / services that are proven to be environment-friendly.

The evaluation factors for the environment-friendly products / services would include the following considerations:

- Waste Prevention and Reduction
- Resource Reduction
- Life Cycle Value
- Pollution and Toxin Reduction
- Reduction of Greenhouse Gas Emissions
- Biodiversity Maintenance and Habitat Protection

When determining whether a product is environmentally preferable all phases of the product's life cycle will be considered, including: raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal, potential for reuse and ability to be recycled. The following environmental attributes are considered desirable:

- Biodegradable - The ability of a substance to decompose in the natural environment into harmless raw materials. To be truly biodegradable, a substance or material should break down into carbon dioxide (a nutrient for plants), water, and naturally occurring minerals that also do not cause harm to the ecosystem. In terms of environmental benefits, a product should take months or years, and not centuries, to biodegrade.
- Carcinogen-free
- Chlorofluorocarbon (CFC)-free) – Any of a group of compounds that contain carbon, chlorine, fluorine, and sometimes hydrogen and have been used as refrigerants, cleaning solvents, aerosol propellants and in the manufacture of plastic foams. The uses of CFCs are being phased out because they destroy the planet's stratospheric ozone protection layer.

- Compostable - A product that can be placed into a composition of decaying biodegradable materials and eventually turn into a nutrient-rich material. It is synonymous with "biodegradable," except it is limited to solid materials. (Liquid products are not considered compostable.)
- Durable – A product that remains useful and usable for a long time without noticeable deterioration in performance
- Energy efficient – A product that is in the upper 25 percent of energy efficiency for all similar products, or that is at least 10 percent more efficient than the minimum level meeting Canadian federal government standards.
- Heavy metal free (e.g., no lead, mercury, cadmium)
- Low volatile organic compound (VOC) content, low-toxicity - Chemicals that readily evaporate and contribute to the formation of air pollution when released into the atmosphere. Many VOCs are classified as toxic and carcinogenic.
- Renewable materials - Materials made from plant-based feedstock capable of regenerating in less than 200 years such as trees and agricultural products.
- Persistent, bio-accumulative toxin (PBT)-free - Toxic chemicals that persist in the environment and increase in concentration through food chains as larger animals consume PBT laden smaller animals. They transfer rather easily among air, water, and land, and span boundaries of programs, geography, and generations. As a result, PBTs pose risks to human health and ecosystems. They are associated with a range of adverse human health effects, including effects on the nervous system, reproductive and developmental problems, cancer, and genetic impact. They include heavy metals and chemicals such as mercury, dioxins, and PCBs (polychlorinated biphenyls).
- Recycled post consumer content– Percentage of a product made from materials and

byproducts recovered or diverted from the solid waste stream after having completed their usefulness as consumer items and used in place of raw or virgin material.

- Reduced greenhouse gas emissions Greenhouse gases – Any of several dozen heat-trapping trace gases in the earth's atmosphere that absorb infrared radiation. The two major greenhouse gases are water vapor and carbon dioxide; lesser greenhouse gases include methane, ozone (O₃), CFCs, and nitrogen oxides.
- Reduced packaging
- Refurbished product – A product that has been completely disassembled and restored to its original working order while maximizing the reuse of its original materials.
- Reusable
- Upgradeable - The ability to increase a product's performance or features without replacing the product.
- Water efficient– A product that is in the upper 25 percent of water efficiency for all similar products

George Brown College Overview

SCHEDULE G

Since its founding in 1967, George Brown College (GBC) has woven itself into the economic, cultural and social fabric of Toronto. Today GBC is one of Canada's largest, most diversified. Highly respected and fastest growing colleges, it serves a broad and vibrant student body with a rich program mix of certificates, diplomas, degrees and apprenticeship training.

GBC has launched the careers of thousands of people and developed close relationships with industry. With the help of these industry partners the College creates and continually enhances its programming and curriculum to serve the needs of both students and employers. All of this contributes to our ongoing effort to produce workplace – ready graduates who are highly sought after. Our success is monitored annually by the Ontario government in the form of Key Performance Indicators (KPIs). One important KPI is the rate of graduate employment which shows that nine out of ten George Brown graduates got jobs within six months of graduation.

The College nurtures many strategic relationships with government agencies, industry partners and educational associations in Ontario, Canada and internationally. By remaining deeply connected to employers across sectors, George Brown is better able to provide the programs that will enable our students to get the jobs they want.

The College has three main campuses in Downtown Toronto at Casa Loma, St James and Ryerson University along with ten training facilities, from which it offers 150 full-time programs, and 1,200 continuing education courses. The College is also undertaking the construction and development of a fourth campus and residence in the Toronto's East Bayfront Development. Students can pursue their career goals choosing from diplomas, degrees and certificates.

There is an important international dimension to George Brown College's operations. The College actively recruits candidates from outside Canada and boasts one of the largest international student populations in Ontario, representing 10% of the College's 20,000 (full time equivalent) student body. Additionally , GBC has several partnerships with educational; institutions in countries such as India and China that award graduates a George Brown diploma after study in their home country and Canada and the completion of a co-op term in Canada.

In 2008, George Brown received close to 31,000 applications for 7,500 available spots for the first year enrolment. This represents the second highest number of applicants in the province of Ontario. Like many Canadian Colleges, GBC has begun to develop its Alumni relations and its charitable Foundation which, is in the early stages of funding additional capacity in order to keep up with an ever-growing demand.

The George Brown College Brand

The GBC brand's foundation is the College's Path to Leadership:

Vision. Inspired by a commitment to achievement through excellence in teaching and applied learning, we will set the benchmark to which all colleges will aspire and be recognized as a key resource in shaping the future of Toronto.

Mission. With this vibrant and dynamic drive, we will build a seamless bridge between students and employers as we develop workplace-ready graduates, who will be their candidates of choice.

Values. Energized by the principles of access and diversity, we will create a community grounded in mutual respect and accountability in everything we do and say.

Derived from the path to Leadership is the George Brown College brand identity. The College enables "real achievement", the ability of its students to identify a goal and commit to realizing it in a way that adds to their capabilities and ability to contribute to themselves, their families, communities and industry.