



# **Request for Proposal 020 for Vehicle Leasing**

**Submission Deadline:** Before 12:00 pm Local Time on Friday,  
April 7, 2023

**Submission Location:** Electronic Submission Only

**Request for Proposal Coordinator:** Todd Springer  
"t.springer@tvdsb.ca"

**Date of Issue:** Thursday, March 2, 2023



# **Request for Proposal 020 for Vehicle Leasing**

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## INSTRUCTIONS TO PROPONENTS

### 1. INTRODUCTION

#### 1.1 INVITATION

- 1.1.1 The Thames Valley District School Board is one of the largest public school boards in the Province of Ontario and operates 160 schools within the City of London and counties of Elgin, Middlesex, and Oxford.
- 1.1.2 The TVDSB will consider bids from Proponents who are interested in providing leased vehicles, as more particularly described in this Request for Proposal ("RFP"). Through this RFP TVDSB intends to award a contract to the Successful Proponent, who will execute a 2-year MASG with 2 1 year renewal options with the TVDSB.
- 1.1.3 TVDSB's issuance of this RFP, its evaluation of any Proposals, its contract award, or its execution of an MASG with any Proponent are not intended to and shall not obligate TVDSB to issue any Work Orders to any Proponent. There is no guarantee that a Successful Proponent that is awarded a contract and executes an MASG will be required to perform any services or will be issued any Tenders, and TVDSB specifically disclaims any obligation to do so.

#### 1.2 REQUEST FOR PROPOSAL OVERVIEW

- 1.2.1 This Section provides a brief summary of the RFP and is provided solely as a convenience. Proponents are urged to read all of the RFP documents carefully and thoroughly to ensure they fully understand all of the terms and conditions, including all MASG requirements. Failure to fulfil procedural or content requirements that are stipulated in the Documents may have a negative effect on the evaluation of a Proposal or may result in a Proposal being rejected.
- 1.2.2 Proponents are required to deliver a Proposal which must include an RFP Submission. Proponents whose RFP Submissions achieve the highest scoring based upon the criteria identified by the TVDSB will be identified as **"Successful Proponents"**.
- 1.2.3 Each Successful Proponent that is awarded a contract will be required to enter into the MASG, pursuant to which TVDSB may issue Documents.

#### 1.3 KEY INFORMATION

- 1.3.1 The table below provides a summary of some key information contained in the RFP Documents and is provided solely as a convenience.

RFP Coordinator	The "RFP <b>Coordinator</b> " is Todd Springer, "t.springer@tvdsb.ca".
Question Deadline	The deadline for Proponents to submit questions (the "Question Deadline") is BEFORE 4:00pm Local Time on Tuesday, March 21, 2023
Submission Deadline	BEFORE 12:00pm Local Time on <b>Friday, April 7, 2023</b> (the " <b>Submission Deadline</b> ").



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Electronic Submission

An electronic bid submission is mandatory. See 1.8.2.

## **1.4 THE SERVICES AND / OR GOODS**

- 1.4.1 The vendors' goods to be provided are described in Schedule A – Scope of Work.
- 1.4.2 TVDSB intends to issue an award to Proponents to provide the goods more particularly described in Schedule A – Scope of Work.

## **1.5 PREVIOUSLY AWARDED PROPONENTS MUST APPLY**

- 1.5.1 Proponents who have been previously awarded or who are currently working or have worked for TVDSB must respond to this RFP and must deliver a Proposal in order to be awarded a contract.

## **1.6 NO CONTRACT A**

- 1.6.1 TVDSB does not intend to create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), with any Proponent or any other person or entity, and none will be created by virtue of TVDSB issuing this RFP or as a result of TVDSB's receipt or review or evaluation of any Proposals.

## **1.7 THE MASG AND THE TERM**

- 1.7.1 TVDSB intends to execute an MASG with each Successful Proponent that is awarded a contract. Provided that the execution of an MASG does not obligate TVDSB to issue any Work Orders or proceed with any projects, and the TVDSB does not guarantee any volume of Services and / or goods that will be required or that will be performed under any MASG.
- 1.7.2 The term of each MASG will be 2 years with 2 options to renew the MASG in 1 year increments.

## **1.8 TVDSB PROCUREMENT WEB PORTAL**

- 1.8.1 Proponents must use the TVDSB Procurement Web Portal (the "**Portal**") to access the RFP Documents. Instructions on using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 1.8.2 Proponents must also use the Portal to upload the electronic bid submission.

## **1.9 PROPONENTS' EXPENSES**

- 1.9.1 Proponents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation in this RFP including, without limitation, all costs and expenses related to the gathering of information, the preparation and delivery of a Proposal, responding to any questions or clarifications or Requests for Additional Information, or attending or participating in any interviews or meetings.



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## 2. DEFINITIONS

Capitalized terms used in this RFP and in the attached Schedules and not otherwise defined shall have the meanings indicated in this Article.

- 2.1.1 **“Conflict of Interest”** has the meaning assigned to such term in paragraph 11.2.1.
- 2.1.2 **“Evaluation Team”** means the team appointed by TVDSB to conduct the evaluation process described in this RFP.
- 2.1.3 **“Local Time”** means the time of receipt recorded by TVDSB’s clock at the Submission Location.
- 2.1.4 **“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).
- 2.1.5 **“MASG”** means the written Master Agreement for the Sale of Goods, substantially in the form of Schedule E, to be signed between TVDSB and each Successful Proponent.
- 2.1.6 **“Portal”** means the TVDSB Procurement Web Portal accessed at “[www.tvdsb.ca](http://www.tvdsb.ca)”. Instructions for using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 2.1.7 **“Successful Proponent”** has the meaning assigned to such term in paragraph **Error! Reference source not found.**
- 2.1.8 **“Proponent”** means a vendor that participates in this RFP, whether or not it delivers a Proposal.
- 2.1.9 **“Proposal”** means, collectively, a Proponent’s completed RFP Submission.
- 2.1.10 **“Question Deadline”** is the date identified as such in the table in paragraph 1.3.1 and is the last date by which Proponents can submit questions about the RFP.
- 2.1.11 **“Request for Additional Information”** has the meaning assigned to such term in paragraph 7.2.1.
- 2.1.12 **“Request for Proposal” or “RFP”** means the prequalification process described in the RFP Documents.
- 2.1.13 **“RFP Coordinator”** is the person identified as such in the table in paragraph 1.3.1.
- 2.1.14 **“RFP Documents”** has the meaning assigned to such term in paragraph 3.2.1.
- 2.1.15 **“Services”** means the Services described in Schedule A – Scope of Work.
- 2.1.16 **“Goods”** means the Goods described in Schedule A – Scope of Work.
- 2.1.17 **“Submission Deadline”** is the date and time identified as such in the table in paragraph 1.3.1.
- 2.1.18 **“Submission Location”** is the location identified as such in the table in paragraph 1.3.1.
- 2.1.19 **“RFP Requirements”** means Schedule C – RFP Requirements.
- 2.1.20 **“RFP Score”** has the meaning assigned to such term in paragraph 7.3.2.
- 2.1.21 **“RFP Submission”** means, collectively, a Proponent’s completed RFP Submission Form and all other material submitted by a Proponent in response to the RFP Requirements.
- 2.1.22 **“RFP Submission Form”** means Schedule D – RFP Submission Form.
- 2.1.23 **“TVDSB”** means the Thames Valley District School Board and includes its employees, agents, trustees, officers and directors, whether involved with the RFP or not. For certainty **“TVDSB”** includes, as the context requires, the RFP Coordinator.
- 2.1.24 **“Contract Award”** has the meaning assigned to such term in paragraph 1.1.2.



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## 3. RFP DOCUMENTS AND ACCESS

### 3.1 ACCESS TO THE RFP DOCUMENTS

- 3.1.1 The RFP Documents will only be made available to Proponents electronically through the Portal. The Portal will include all RFP Documents, addenda and all other relevant notices, information and communications relating to the RFP.
- 3.1.2 Each Proponent is solely responsible to ensure that it:
- (a) obtains access to the Portal;
  - (b) has the appropriate software to access and download the contents from the Portal; and
  - (c) visits and reviews the Portal as frequently as it deems necessary to ensure that it has the most current information and addenda.
- 3.1.3 The Portal will be updated from time to time and Proponents are solely responsible for accessing and checking the Portal for new addenda and other postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents.
- 3.1.4 If there is a conflict or inconsistency between an electronic version of any RFP Document posted on the Portal and any other version of the same document, whether in electronic or paper form, the latest electronic version posted on the Portal shall govern.

### 3.2 RFP DOCUMENTS

- 3.2.1 Proponents should ensure they have all of the documents listed below (collectively the “RFP Documents”). A Proposal will be deemed to have been prepared on the basis of all RFP Documents issued before the Submission Deadline, and TVDSB accepts no responsibility for any Proponent lacking any part of the RFP Documents.
- (a) Instructions to Proponents (this document).
  - (b) Schedule A – Scope of Work. (if required)
  - (c) Schedule B – TVDSB Procurement Web Portal.
  - (d) Schedule C – RFP Requirements.
  - (e) Schedule D – RFP Submission Form.
  - (f) Schedule E – Master Agreement For the Sale of Goods
  - (g) Spreadsheet “Additional Forms.xlsx”
  - (h) Addenda, if any, issued before the Submission Deadline.
- 3.2.2 Proponents should inform the RFP Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the RFP Documents.



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## **4. COMMUNICATIONS, QUESTIONS AND ADDENDA**

### **4.1 COMMUNICATIONS**

- 4.1.1 Except as provided in the RFP Documents, Proponents are not to communicate with or contact any member of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, regarding this RFP. A Proponent's failure to comply with this paragraph may result in the disqualification of the Proponent.

### **4.2 PROPONENTS' QUESTIONS**

- 4.2.1 All Proponents' questions regarding this RFP are to be in writing and must be sent by e-mail to the RFP Coordinator.
- 4.2.2 Questions received by the Question Deadline will be reviewed and if TVDSB believes that a response is warranted, it will include the question and its answer in an addendum. TVDSB may, in its discretion, consider and respond to questions received after the Question Deadline but is under no obligation to do so. In responding to questions TVDSB may answer similar questions from different Proponents only once, may edit or rephrase the questions, and may ignore questions which, in TVDSB's opinion, do not require a response.

### **4.3 ADDENDA**

- 4.3.1 This RFP and the RFP Documents may be amended only by written addendum which will be posted to the Portal and will not be sent to the Proponents. Proponents are solely responsible to access and check the Portal for new addenda and other communications and postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents. Proponents are solely responsible to ensure their Proposal incorporates all addenda issued before the Submission Deadline, and TVDSB will not be responsible if any addenda are not obtained by a Proponent.

## **5. PROPOSAL CONTENTS, COMPLETION AND DELIVERY**

### **5.1 PROPOSAL CONTENTS**

- 5.1.1 Proponents must include the following in their Proposals, in electronic format: (a) An RFP Submission completed in accordance with Section 5.2

### **5.2 INSTRUCTIONS FOR COMPLETING THE RFP SUBMISSION**

- 5.2.1 Proponents should upload all of the following:
- (a) original completed and signed RFP Submission Form (Schedule D); and
  - (b) all information, documents and materials required by and responding to each of the items set out in the RFP Requirements (Schedule C); and
  - (c) an electronic copy of all of the above, in Adobe PDF readable format, must be uploaded back to using the Portal. In the event of a discrepancy between an original document submitted by a Proponent and an electronic copy, the original shall govern.



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5.2.2 The RFP Submission is intended to provide information which will enable the Evaluation Team to determine the Proponent's qualifications and ability to undertake and complete the work and Services and/or Goods required. All information submitted by a Proponent and included as part of its RFP Submission will be deemed to be material representations by a Proponent to TVDSB, and the Proponent will be deemed to have warranted the accuracy of all representations so made.

5.2.3 Proponents will only be considered and evaluated for the Services identified in their RFP Submission Form.

## **5.3 PROPOSAL DELIVERY**

5.3.1 The electronic submission must be uploaded to the Portal before the Submission Deadline. The Portal will close at the Submission Deadline, and upload will no longer be possible at that point.

5.3.2 Late Proposals will not be considered and will be returned unopened. If there is a dispute over the time of submission, the time of receipt recorded by TVDSB at the Submission Location shall govern. Proponents are solely responsible for the method and timing of delivery of their Proposals to the Submission Location and should ensure they take into account internet traffic and other potential delays

## **6. OPENING OF PROPOSALS AND THE ROLE OF THE PRE-QUALIFICATION COORDINATOR**

### **6.1 OPENING OF PROPOSALS**

6.1.1 Only Proposals received at the Submission Location before the Submission Deadline will be opened. All other Proposals will be returned unopened. Proposals will be opened in private.

### **6.2 ROLE OF THE RFP COORDINATOR**

6.2.1 The RFP Coordinator will review the opened Proposal to confirm it contains the RFP Submission.

## **7. EVALUATION OF PROPOSALS**

### **7.1 GENERAL**

7.1.1 Proposals will be evaluated by the Evaluation Team, which may obtain the assistance of such contractors and advisors as the Evaluation Team may deem appropriate.

### **7.2 REQUESTS FOR ADDITIONAL INFORMATION**

7.2.1 TVDSB may contact any one or more Proponents to request clarification of any information or materials submitted as part of a Proposal, or to request supplementary information (collectively, "**Request for Additional Information**"), without any obligation to make the same or any Request for Additional Information of any other Proponent. Notwithstanding the preceding sentence, TVDSB has no obligation to make any Request for Additional Information.

7.2.2 Proponents should answer all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any answer received will form an integral part of a Proponent's Proposal. If a Proponent fails to provide an answer to a Request for Additional





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Information within the time and manner stipulated, its Proposal will be considered and evaluated based solely on the original Proposal contents submitted.

## 7.3 EVALUATION OF RFP SUBMISSIONS

7.3.1 The following illustrates some of the activities the Evaluation Team may undertake in the course of evaluating the RFP Submissions, and does not limit the discretion of the Evaluation Team to take steps not expressly described. For greater certainty, the Evaluation Team has no obligation to undertake any such activities, and the fact the Evaluation Team undertakes a particular activity as part of its evaluation of an RFP Submission and/or a Proponent will in no way obligate the Evaluation Team to undertake the same or any activity with any of the other Proponents or any RFP Submissions delivered by any of the other Proponents.

- (a) The Evaluation Team may, in its sole discretion, invite a Proponent to one or more meetings and/or interviews. The nature and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the Evaluation Team.
- (b) The Evaluation Team may contact and/or visit one or more of the Proponent's references and/or clients, and any other person or place as the Evaluation Team deems appropriate, with or without notice to the Proponent.

7.3.2 RFP Submissions will be evaluated by the Evaluation Team and awarded points for the Goods subject to this RFP. NOTE: Proponents will only be considered and evaluated for the Goods subject to this RFP.

7.3.3 RFP Submissions will be evaluated on a consensus basis based on criteria set out in the table below. If there is a meeting and/or interview with a Proponent, such meeting and/or interview will not be independently scored, however, the Evaluation Team reserves the right to take into consideration and incorporate what it learns from such meeting and/or interview in its evaluation and may adjust the scoring of the Proponent's RFP Submission, regardless of when the meeting and/or interview is held. The points awarded for a Proponent's RFP Submission will be that Proponent's "RFP Score" for the Goods subject to the RFP.

Evaluation Criteria	Points Available
<b>TOTAL COST OF OWNERSHIP</b>	<b>50</b>
<b>SPECIFICATIONS</b>	<b>20</b>
<b>TERMS AND CONDITIONS OF LEASE AGREEMENT</b>	<b>10</b>
<b>SUPPORT, MAINTENANCE, SERVICE &amp; WARRANTY</b>	<b>25</b>
<b>IMPLEMENTATION</b>	<b>5</b>
<b>ADMINISTRATION</b>	<b>15</b>
<b>MAXIMUM POINTS AVAILABLE</b>	<b>125</b>

## 7.4 AWARD TO SUCCESSFUL PROPONENTS

7.4.1 Subject to TVDSB's discretion and the other rights described in the RFP Documents, the Proponent(s) with the highest Scores will be awarded the contract for the Services and / or Goods.



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- 7.4.2 If there is a tie between the RFP Scores of two or more Proponents, TVDSB will resolve the tie by a draw, notwithstanding paragraphs 1.4.2 and **Error! Reference source not found..** The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.

## 7.5 DEBRIEFING

- 7.5.1 The TVDSB will offer separate debriefings to Proponents but only if requested in accordance with paragraph 7.5.2. Debriefings will be held in person or by telephone conference call, at the TVDSB's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the TVDSB.
- 7.5.2 If a Proponent desires a debriefing it shall submit a written request to the RFP Coordinator within 60 days after the TVDSB has posted the name(s) of the Successful Proponent(s). Any request that is not timely received will not be considered and no debriefing will be held.

## 8. SIGNING THE MASG AND THE PROVISION OF GOODS AND SERVICES

### 8.1 SIGNING THE MASG

- 8.1.1 The TVDSB will issue a notice to each Successful Proponent and will enclose the MASG for execution. Within fifteen (15) business days of receiving such notice and MASG each such Successful Proponent is to sign and deliver the signed MASG to TVDSB.
- 8.1.2 A Proponent's failure to sign and deliver the MASG in accordance with paragraph 8.1.1 will result in the removal of that Proponent from the contract award. In this case the next highest scored Proponent will be deemed to be the Successful Proponent.
- 8.1.3 The execution of a MASG is not intended to and shall not obligate TVDSB to issue or execute any Tenders or otherwise engage any Proponent.

### 8.2 CONTRACTING FOR SERVICES AND / OR GOODS

- 8.2.1 Services and / or goods can only be provided by those proponents who have received contract awards.

## 9. TVDSB'S DISCRETION

### 9.1 GENERAL

- 9.1.1 In addition to any other options or express rights contained in the RFP Documents or any other rights which may be implied in the circumstances, TVDSB may exercise any or all or a combination of the options described in this Article 9. TVDSB shall not be liable for any costs, expenses, losses or damages incurred or claimed by a Proponent resulting from TVDSB's exercise of its discretion.
- 9.1.2 A Proponent's delivery or TVDSB's evaluation of any Proposal, even where only one Proposal is delivered for a particular Good, will not obligate TVDSB to award a contract to any Proponent, proceed with any projects or tenders, or enter into a MASG with any Proponent.



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## 9.2 TVDSB's OPTIONS

9.2.1 TVDSB may, in its sole discretion, and for any or no reason:

- (a) reject any or all Proposals;
- (b) cancel this RFP at any time;
- (c) cancel this RFP at any time and issue a new procurement process for the same or different RFP.

9.2.2 TVDSB may in its sole discretion:

- (a) verify with a third party any information contained in a Proposal;
- (b) check references other than those provided by a Proponent;
- (c) adjust a Proponent's Submission Score or reject a Proposal on the basis of information received in response to a Request for Additional Information, in response to reference checks, during any meetings and/or interviews, or as a result of any other information obtained by the Evaluation Team;
- (d) disqualify and remove from a contract any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which TVDSB, in its sole discretion, considers material.

## 10. REMOVING SUCCESSFUL PROPONENTS FROM A CONTRACT

10.1.1 TVDSB may, in its sole discretion but always acting reasonably, remove a successful Proponent from a contract. Circumstances under which TVDSB may exercise such discretion include, but are not limited to, the following:

- (a) the Proponent would currently fail to successfully be awarded a contract which it was awarded;
- (b) the Proponent has been unable or unwilling to complete a Work Order issued to it on three (3) separate occasions, unless the Proponent has provided, in TVDSB's sole discretion, a valid commercial reason for doing so;
- (c) a significant change in the Proponent's operations, structure or control;
- (d) where TVDSB determines, in its sole discretion, that TVDSB's continued dealings with the Proponent would adversely impact TVDSB's reputation;
- (e) the Proponent's performance of the Services and / or provision of the Goods fell below TVDSB expectations and requirements, having regard to the complexity of the Tender and the Proponent's expertise and experience;
- (f) the Proponent has made claims or commenced legal proceedings, whether by litigation or arbitration, against TVDSB;
- (g) any other circumstances where removal from a contract is specifically provided for in the RFP Documents.

## 11. GENERAL

### 11.1 PROHIBITION ON LOBBYING AND COLLUSION

11.1.1 Proponents and their directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP.



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Without limiting the generality of the foregoing, and except as provided in this RFP, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, in connection with this RFP.

- 11.1.2 A Proponent's failure to comply with this Section may result in the disqualification of the Proponent and its removal from contracts.

## 11.2 CONFLICT OF INTEREST

- 11.2.1 Proponents are required to declare, as part of their Proposal, that the Proponent is not aware of any perceived, potential or actual Conflict of Interest. For the purposes of this RFP, "**Conflict of Interest**" includes:

- (a) any situation or circumstances where, in relation to this RFP, the Proponent's other commitments, relationships or financial interests could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member or representative of the Evaluation Team or the TVDSB;
- (b) any situation or circumstances where any member of the TVDSB board of trustees or any person employed by the TVDSB in any capacity:
  - (i) has a direct or indirect financial or other interest in any Proponent;
  - (ii) is an employee or a contractor to or under contract to any Proponent;
  - (iii) is negotiating or has an arrangement concerning future employment or contracting with any Proponent;
  - (iv) has an ownership interest in or is an officer or director or partner of any Proponent.
- (c) any situation where:
  - (i) a Proponent owns or controls, or beneficially owns or controls, directly or indirectly, another person, partnership or corporation (such person, partnership or corporation referred to as a "Related Party"); or
  - (ii) a Proponent is owned or controlled, directly or indirectly, by a Related Party, and such Related Party carries on business within one or more Service Categories.

- 11.2.2 If a Proponent discovers, at any time, any perceived, potential or actual Conflict of Interest, the Proponent shall promptly send a written statement to the RFP Coordinator describing the perceived, potential or actual Conflict of Interest, along with a written proposal that, if implemented, would address the identified perceived, potential or actual Conflict of Interest. The TVDSB will review the Proponent's written statement and proposal and, without limiting the generality of Article 9, the TVDSB may, in its sole discretion:

- (a) disqualify the Proponent from participating in this RFP and/or remove the Proponent from one or more contracts;
- (b) waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions, if any, as the TVDSB, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

- 11.2.3 The onus is on each Proponent to conduct any and all investigations necessary to confirm and satisfy itself that there is no perceived, potential or actual Conflict of Interest and that the declaration



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made as part of its Proposal is true and correct. If the TVDSB determines that a Proponent's declaration is not materially true and correct, or if a Proponent otherwise fails to comply with this Section 11.2, the TVDSB may disqualify the Proponent and/or may remove the Proponent from one or more contracts.

## **11.3 CONFIDENTIALITY, DISCLOSURE AND MFIPPA**

11.3.1 Proponents acknowledge that the contents of their Proposals will be disclosed to the Evaluation Team and others within TVDSB and/or to TVDSB's advisors. The TVDSB will use reasonable efforts to protect sensitive and confidential information provided by Proponents, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed, even if the TVDSB, its advisors, staff, members of the Evaluation Team, or any other person associated with them may have been negligent with respect to such disclosure. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.3.2 The TVDSB may be required to disclose parts or all of a Proposal pursuant to the provisions of MFIPPA or other legislation. Subject to the provisions of MFIPPA, the TVDSB will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under MFIPPA or any other applicable law. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

## **11.4 AWARD DOES NOT CONSTITUTE ENDORSEMENT**

11.4.1 TVDSB's award of a contract to a Proponent does not constitute a general endorsement of that Proponent's work or services.

## **11.5 LIMIT OF LIABILITY**

11.5.1 Each Proponent agrees that TVDSB's aggregate liability to any Proponent and the aggregate amount of damages recoverable by a Proponent against TVDSB for any and all claims relating to or arising from this RFP or a Proponent's participation in this RFP, including:

- (a) claims arising from negligence, wilful misconduct or other conduct; and/or
- (b) claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Proponent's participation in this RFP and/or delivery of a Proposal, shall be limited to the lesser of \$5,000 and the Proponent's reasonable demonstrated costs of preparing its Proposal.

## **END OF INSTRUCTIONS TO PROPONENTS**



# SCOPE OF WORK

## SCHEDULE A – SCOPE OF WORK

Insert the scope of work for the RFP into the area below:

Scope of Work		
Below is the replacement schedule for the TVDSB fleet. The TVDSB could also require additional vehicles to meet needs that have not yet been identified. These additional vehicles could be models not yet specified here.		
<u>Vehicle Type</u>	<u>Quantity</u>	<u>New Lease Commencement Date</u>
Cargo Van	15	01-Jan-24
	11	01-Dec-23
	1	01-Aug-24
	18	01-Sep-25
	15	01-Sep-26
	60	
Chassis Cab	3	01-Apr-25
	1	01-May-26
	1	01-Nov-26
	5	
Cube Van	1	01-May-26
	1	01-Apr-27
	2	
Total	67	

**END OF SCHEDULE**



# TVDSB PROCUREMENT WEB PORTAL

## SCHEDULE B – TVDSB PROCUREMENT WEB PORTAL

This Schedule describes the process for accessing the Portal.

1. Go to “www.tvdsb.ca”
2. Click on “I’D LIKE TO”; and then click on “Go to Purchasing”.
3. Click on “Bids”; and then click on “Proceed to inquiry/download page”.
4. Locate the RFP and click “New” icon. You will be directed to the “TVDSB Client Portal”.
5. Proponents that already have a TVDSB Client Portal account: Click “TVDSB Login” and log in using your TVDSB Client Portal account and password.
6. Proponents that do not already have a TVDSB Client Portal account:
  - (a) Click “Sign up now”;
  - (b) Read the TVDSB Client Portal Disclaimer, scroll to bottom and click “I agree” or “I do not agree”.
  - (c) Proponents that click “I do not agree” will not be able to participate in the RFP.
  - (d) Proponents that click “I agree” will be taken to the “New Account Application” page. Complete the account information and click “Create My Account”; then click “TVDSB Login”.
7. Once logged in, you will be within the Client Portal. Click “Open to Bid” and then click on the “New” icon for the RFP.

To access answers to questions and addenda:

1. Follow the steps outlined in steps 1 to 3 above.
2. Proceed to the RFP and click “Answers to Questions”.

**END OF SCHEDULE**



# SUBMISSION REQUIREMENTS

## SCHEDULE C – SUBMISSION REQUIREMENTS

It is important that Proponents present the information required by this RFP so that it can be readily understood and evaluated. A Proponent's RFP Submission should address all of the items set out in this Schedule in the order in which they appear and using the same headings and numbering sequence. A Proponent's failure to follow instructions or failure to provide a full response to this RFP may have an adverse impact on the evaluation of its RFP Submission.

**Proponents should not assume that the TVDSB or any member of the Evaluation Team has any knowledge of the Proponent or its expertise, experience or qualifications, and should ensure that all required information is included and submitted as part of the Proponent's RFP Submission.**

**References to web / internet sites or links are NOT acceptable and will NOT be considered.**

Part 1	Completed and signed RFP Submission Form
Part 2	Proponent information

1. **Part 1 – Completed and Signed RFP Submission Form**

Submit a completed and signed RFP Submission Form (Schedule D) signed by the Proponent.

2. **Part 2 – Proponent Information**

Proponents **must** complete the information required in Worksheets A through E of the Additional Forms.xlsx file which is downloaded separately through the portal.

The Proponent **should** submit a letter from an insurance company (licensed to do business in the Province of Ontario) indicating its insurance limits for Comprehensive Commercial General Liability coverage. These limits **should** be in accordance with the current Standard Construction Document 2 (CCDC 2 - 2020), Section GC11.1. A minimum of \$5,000,000.00 for Comprehensive Commercial General Liability coverage is required. The proponent **must** ensure that all subcontractors are either covered under the proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the proponent does not have the minimum coverage the insurer should confirm that such coverage can be obtained if the proponent is pre-qualified.

The Proponent **must** state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB





# RFP REQUIREMENTS

The proponent **should** submit a letter from an insurance company (licensed to do business in the Province of Ontario) indicating its insurance limits for Motor Vehicle Liability coverage). These limits **should** be in accordance with the current Standard Construction Document 2 (CCDC 2 - 2020), Section GC11.1. A minimum of \$2,000,000.00 Automotive Liability Insurance coverage is required for company owned vehicles and a minimum of \$1,000,000.00 for employee owned vehicles. The General Contractor **must** ensure that all subcontractors and any employees operating vehicles on property of the TVDSB are either covered under the proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the contractor does not have the minimum coverage, the insurer should confirm that such coverage can be obtained if the proponent is pre-qualified.

The Proponent **must** provide a minimum of three references where you have successfully completed projects of a similar nature. The reference **must** contain the following information:

Company Name  
Address  
Contact Name  
Phone Number  
Email address

The TVDSB reserves the right at any time after the closing date, to request from any proponent evidence of its financial standing and stability, including that of each of its officers, directors and principals. All proponents agree to provide at their own expense all such above-related information as may be requested by the TVDSB within four (4) days of the date of any such request.

Proponents are required to list any and all pending or ongoing legal claims or disputes where the proponent could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.

**END OF SCHEDULE**



# RFP SUBMISSION FORM

## SCHEDULE D – RFP SUBMISSION FORM

Name and Business Address of Proponent:

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Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact name for future correspondence and inquiries:

Name and Title \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

We have read and we fully understand, acknowledge, accept and agree to the terms, conditions and the requirements of the RFP Documents, including all Schedules and all addenda issued, and we hereby submit the forms, documents and other material required by the Submission Requirements. Without limiting the foregoing, we understand, acknowledge, accept and agree that:

- (a) the issuance of the RFP Documents, our preparation and delivery of our Proposal, and the receipt, review and evaluation of our Proposal will not create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), between us and TVDSB;
- (b) notwithstanding that we may be awarded a contract, TVDSB has no obligation to issue any Work Orders;
- (c) if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MASG to TVDSB within 15 business days of our receipt of the same;
- (d) the execution of a MASG does not obligate TVDSB to engage us to perform any projects;
- (e) Work orders, if any, will be issued in accordance with Section 8.2 of the Instructions to Proponents and will otherwise be subject to the other terms of the MASG;

We hereby represent that the documents and other material attached to this RFP Submission Form fully respond to Schedule C – RFP Requirements, are complete and accurate, and that TVDSB may rely on all such documents and material submitted.

Capitalized terms used in this RFP Submission Form and not otherwise defined shall have the meanings assigned to them in the Instructions to Proponents.



# RFP SUBMISSION FORM

## 1. CONFLICT OF INTEREST

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the Services and / or delivering the Goods. Otherwise, if the statement below applies, check the box.

- ☐ We declare that there IS an actual or potential Conflict of Interest relating to the preparation of our Proposal, and/or we foresee an actual or potential Conflict of Interest in performing the Services and / or delivering the Goods.

If a Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must provide and attach details of the actual or potential Conflict of Interest as well as the Proponent's proposed steps that, if implemented, would address the identified actual or potential Conflict of Interest.

## 2. ATTACHMENTS

We have attached all documents and other material required in response to Schedule C – Submission Requirements. Each attachment addresses the items listed in Schedule C in the order in which they appear, using the same headings and numbering sequence.

Signed and submitted for and on behalf of:

PROPONENT

---

DATE

---

SIGNATURE

---

Name and Title

---

I have authority to bind the Proponent named above

**END OF SCHEDULE**



# **MASTER AGREEMENT FOR THE SALE OF GOODS**

## **SCHEDULE E – MASTER AGREEMENT FOR THE SALE OF GOODS**

*Refer to Master Agreement for the Sale of Goods, attached separately.*

A Proponent's failure to sign and deliver the MASG in accordance with paragraph 8.1.1 will result in the removal of that Proponent from all VOR Lists on which the Proponent was placed.

It is the Proponent's responsibility to read and review the MASG prior to submission.



# MASTER AGREEMENT FOR THE SALE OF GOODS

THIS MASTER AGREEMENT FOR THE SALE OF GOODS is made as of ● (the “Effective Date”)

BETWEEN:

●,  
a corporation existing under the laws of ●  
(the “Vendor”)

and

**THAMES VALLEY DISTRICT SCHOOL BOARD,**  
a corporation existing under the laws of the Province of Ontario  
(the “Board”)

## WHEREAS

- A. The Board and the Vendor are signing this Master Agreement in order to provide for the terms and conditions that will govern the Board's purchase of Goods during the Term.
- B. It is the intention of the parties that the terms and conditions of this Master Agreement shall govern the underlying relationship between the Board and the Vendor, and that all purchases of Goods by the Board during the Term will incorporate and be subject to the terms and conditions of this Master Agreement.

**NOW THEREFORE**, based on mutual covenants mentioned above, both parties agree to enter into this Master Agreement on the following terms and conditions:

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions

Unless the context otherwise requires, capitalized terms not otherwise defined in this Master Agreement shall have the meanings indicated below. All references to an “Article” or “paragraph” are references to an Article or paragraph of the main body of this Master Agreement and not to articles or paragraphs of any appendix.

- (a) **“Applicable Laws”** means any domestic law, rule, statute, legislation, regulation, by-law, order, code, notice or direction issued by any federal, provincial or municipal government or regulatory authority which is or becomes in force after the Effective Date.
- (b) **“Basic PO Terms”** means any one or more of the following terms specified by the Board in a PO: (i) the Goods to be purchased, (ii) the quantity of each of the Goods ordered, (iii) the Delivery Date, and (iv) the Delivery Location.
- (c) **“Claim”** means any actual, threatened or potential civil, criminal, administrative, regulatory, arbitral or investigative demand, allegation, claim, action, charge, suit, investigation or proceeding, or any other claim or demand.
- (d) **“Confidential Information”** has the meaning ascribed to it in paragraph 20.1.
- (e) **“Confirmation”** has the meaning ascribed to it in paragraph 6.2.
- (f) **“Contractor” or “contractor”**, if used in a PO, shall mean the Vendor.
- (g) **“Defective”** means not conforming to the warranties in paragraph 11.1.
- (h) **“Defective Goods”** means goods delivered to the Board under this Master Agreement that are Defective.



# MASTER AGREEMENT FOR THE SALE OF GOODS

- (i) **“Delivery Date”** means the date specified in a PO on which the Goods are to be delivered by the Vendor.
- (j) **“Delivery Location”** means the location specified in a PO to which the Goods are to be delivered by the Vendor.
- (k) **“Effective Date”** is the date first written above.
- (l) **“Encumbrance”** means any charge, claim, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, hypothec, easement, encroachment, right of way, right of first refusal, right of first offer or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.
- (m) **“Excess Goods”** means Goods that, when counted together with all other Goods having the same part or product number and received by the Board under the same Individual Order, are in excess of the quantities of the Goods ordered under that Individual Order.
- (n) **“Force Majeure Event”** has the meaning ascribed to it in paragraph 13.1.
- (o) **“Goods”** means the goods listed and described in Appendix ● which the Vendor agrees to make available to the Board for purchase during the Term. **[NTD: To be confirmed / discussed]**
- (p) **“HST”** means the harmonized sales tax.
- (q) **“Indemnitees”** means the Board and its directors, officers, employees, advisors, agents, trustees, volunteers, contractors, consultants, successors and assigns but does not include the Vendor or anyone for whom the Vendor is responsible at law.
- (r) **“Individual Order”** means an individual transaction under this Master Agreement that incorporates the terms and conditions of a PO that has been accepted by the Vendor and that incorporates by reference the terms and conditions of this Master Agreement.
- (s) **“Intellectual Property Rights”** means all industrial and other intellectual property rights comprising or relating to (i) patents, (ii) trade-marks, (iii) internet domain names, web addresses, web pages, website and URLs, (iv) works of authorship, expressions, designs and industrial design registrations, including copyright and copyrightable works, software and firmware, data, data files, and databases and other specification and documentation, (v) trade secrets, (vi) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to Applicable Laws or the laws of any other jurisdiction throughout in any part of the world.
- (t) **“Losses”** means, in respect of any matter, all Claims, losses (including, without limitation, any loss of use, revenue, profit or opportunity and any other commercial or economic loss of any kind), injuries (including, without limitation, injury to property, personal injury, bodily injury and death), damages (including, without limitation, incidental, indirect, special, punitive, exemplary or consequential damages), liabilities, penalties, payments, deficiencies, charges, costs and expenses (including, without limitation, all legal and other professional fees, disbursements, interest, penalties and amounts) arising directly or indirectly as a consequence of such matter.
- (u) **“Master Agreement”** means this Master Agreement for the Sale of Goods between the Board and the Vendor, including any schedules or appendices attached, any valid amendments or restatements, any supplementary agreements and succeeding amendments thereto.

# MASTER AGREEMENT FOR THE SALE OF GOODS

- (v) **“Non-Conforming Goods”** means any goods received by the Board from the Vendor that (i) do not conform to the part or product number specified in an applicable PO; (ii) do not fully conform to the Specifications; or (iii) the Board determines are otherwise Defective.
- (w) **“Personal Information”** means all personal information, as that term is defined in the *Municipal Freedom of Information and Protection Privacy Act* (Ontario) and the *Personal Information Protection and Electronic Documents Act* (Canada), in the custody or control of the Vendor other than personal information of employees of the Vendor and other than personal information that is wholly unrelated to this Master Agreement and not derived directly or indirectly from the Board.
- (x) **“PO”** means the Board’s written order issued to the Vendor that includes the Basic PO Terms.
- (y) **“Price”** has the meaning ascribed to it in paragraph 9.1.
- (z) **“Records”** has the meaning ascribed to it in paragraph 21.1.
- (aa) **“Specifications”** means the drawings, specifications and other documented requirements for the Goods set out in Appendix ●.
- (bb) **“Supplier” or “supplier”**, if used in a PO, shall mean the Vendor.
- (cc) **“Term”** has the meaning ascribed to it in paragraph 2.1 **Error! Reference source not found.**
- (dd) **“Warranty Period”** has the meaning ascribed to it in paragraph 11.1(a).

## 1.2 Interpretation

In this Master Agreement, except where expressly otherwise provided:

- (a) all usage of the word “including,” or the phrases “such as,” “inter alia” and “e.g.,” shall mean “including, without limitation,”;
- (b) the division of this Master Agreement into separate articles, paragraphs and appendices and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Master Agreement;
- (c) words or abbreviations not otherwise defined that have well known or trade meanings are used herein in accordance with their recognized meanings;
- (d) all references to currency means lawful money of Canada.

## 1.3 Appendices

The appendices listed below which are attached to this Master Agreement are incorporated herein by reference and shall be deemed to be an integral part of this Master Agreement: **[NTD: To be discussed]**

- (a) Appendix A – ●.
- (b) Appendix B – ●.
- (c) Appendix C – ●.
- (d) Appendix D – ●.

## 1.4 Order of Precedence

- (a) The terms and conditions contained in this Master Agreement and any PO issued during the Term exclusively govern and control the parties’ respective rights and obligations regarding the purchase and sale of the Goods, and the parties’ agreement is expressly limited to such terms and conditions. Notwithstanding the foregoing, if any terms and



# MASTER AGREEMENT FOR THE SALE OF GOODS

conditions contained in a PO conflict with any terms and conditions contained in this Master Agreement, the order of precedence is: **[NTD: To be discussed]**

- (i) the Basic PO Terms of the relevant PO;
  - (ii) this Master Agreement; and
  - (iii) the remaining terms of the relevant PO.
- (b) If there is a conflict within the Master Agreement, the order of priority of documents, from highest to lowest, shall be:
- (i) the main body of this Master Agreement, excluding appendices;
  - (ii) appendices to this Master Agreement.
- (c) Without limitation, any additional, contrary or different terms and conditions contained in any Confirmation, invoice or other communications issued by the Vendor, and any other attempt to modify, supersede, supplement or otherwise alter this Master Agreement or any PO are deemed rejected by the Board and will not modify this Master Agreement or any PO or be binding on the parties unless such terms have been fully approved in a signed writing by authorized representatives of both parties.

## ARTICLE 2 TERM

- 2.1 The term of this Master Agreement shall be for a period of two (2) years commencing on the Effective Date (the "Term"). **[NTD: Ensure the length of the Term complies with Provincial directives. If the Board intends to be able to extend the Term, this Article will need to be revised to deal with revisions to terms and prices]**
- 2.2 If the Term ends, either as a result of expiry or termination of this Master Agreement, before the Vendor has completed its performance of one or more Individual Orders, the Term shall be automatically extended and this Master Agreement shall continue in force and effect but only with respect to the Vendor's activities relevant and necessary to the completion of all such Individual Order(s), and only until such activities have been completed or terminated, after which this Master Agreement shall immediately and automatically terminate.
- 2.3 Nothing in this Article shall affect or limit the Board's right to otherwise terminate this Master Agreement in accordance with its terms.

## ARTICLE 3 TIME IS OF THE ESSENCE

- 3.1 Time is of the essence in the performance by the Vendor of its obligations under this Master Agreement.

## ARTICLE 4

- 4.1 **[NTD: Is a criminal background check required? If so, when will it be required and of which person?]**

## ARTICLE 5 AGREEMENT TO PURCHASE AND SELL GOODS

- 5.1 Subject to the terms and conditions of this Master Agreement, the Board may from time to time issue a PO to the Vendor for the purchase of Goods, and the Vendor shall sell the Goods described in the PO to the Board, at the Prices.





# MASTER AGREEMENT FOR THE SALE OF GOODS

- 5.2 The parties agree that the signing of this Master Agreement is not intended to and shall not obligate the Board to issue any PO or otherwise purchase any Goods from the Vendor. The Vendor further understands, acknowledges and agrees that:
- (a) signing this Master Agreement does not guarantee any sales, volume, level, value or quantity of Goods to be purchased by the Board and does not require the Board to purchase any Goods and does not authorize or direct the Vendor to supply any Goods;
  - (b) the Board has made no representations, promises, warranties, guarantees or agreements of any kind with regard to the sales, volume, level, value or quantity of Goods to be purchased by the Board;
  - (c) the Board is not obligated to purchase any minimum quantities of Goods from the Vendor;
  - (d) the Vendor does not have an exclusive right to supply the Goods to the Board.
- 5.3 From time to time the Board may, but shall not be required to, provide the Vendor with a forecast or projection or estimate of the Board's requirements for the Goods for a particular period of time, which approximates the quantity of Goods that the Board may purchase from the Vendor during such period of time. Such forecast, projection or estimate is not binding on the Board and is provided for information purposes only and is not a representation or warranty as to the quantity of Goods that the Board will purchase, nor does it obligate the Board to purchase any Goods during such period of time. **[NTD: Confirm if this paragraph is required]**

## ARTICLE 6 ORDER PROCEDURE

- 6.1 If and when the Board wishes to purchase Goods it will issue a PO to the Vendor. **[NTD: Confirm the order procedure in this Article]**
- 6.2 The Vendor shall confirm to the Board the receipt of each PO within ● business days following Vendor's receipt thereof by sending a written notice to the Board (a "Confirmation"). Each Confirmation must reference the Board's PO number and must confirm acceptance of the PO. If the Vendor fails to issue a Confirmation within the time set forth in this paragraph, or otherwise commences performance under such PO, the Vendor will be deemed to have accepted the PO.
- 6.3 The Board may withdraw any PO before the Vendor's acceptance or deemed acceptance thereof.
- 6.4 The Board may, in its sole discretion and at any time, issue a written notice to the Vendor cancelling any Individual Order with or without cause effective immediately or otherwise as specified in such written notice. In such event: **[NTD: To be discussed]**
- (a) The Vendor shall immediately:
    - (i) deliver to the Board on request all or any portion of the Goods under the cancelled Individual Order at the Prices; and
    - (ii) cease all other activities related to fulfilling the cancelled Individual Order.
  - (b) Except where the cancellation is pursuant to paragraph 14.6(a), and always subject to paragraph 17.3, the Board shall reimburse the Vendor for reasonable costs and charges incurred by the Vendor in connection with and directly attributable to the cancellation of the Individual Order, provided the Vendor has substantiated all such costs and charges to the Board's satisfaction, and subject to any rights of setoff which the Board may have at law or equity or under this Master Agreement.



# MASTER AGREEMENT FOR THE SALE OF GOODS

## ARTICLE 7 SHIPMENT AND DELIVERY

- 7.1 The Vendor shall ensure it has on hand sufficient inventory of Goods to ensure prompt delivery of Goods as and when required by the Board.
- 7.2 The Vendor shall assemble, pack, mark and ship Goods strictly in quantities, by the methods, to the Delivery Location, and by the Delivery Date(s) specified in a PO.
- 7.3 The Vendor shall properly pack, mark and ship Goods as instructed by the Board and otherwise in accordance with Applicable Laws and industry standards, and shall provide the Board with shipment documentation showing the details of the shipment.
- 7.4 If the Board determines, in its sole discretion, that Goods delivered by the Vendor are Non-Conforming Goods or Excess Goods, the Board may, at its sole option:
- (a) if such Goods are Non-Conforming Goods, either:
    - (i) reject the Non-Conforming Goods for a refund; or
    - (ii) require the Vendor to promptly correct or replace such Goods, on the Board's written instructions;
  - (b) if such Goods are Excess Goods, reject such Excess Goods for a refund;
  - (c) in either case, retain such Goods or make them available for pick up by the Vendor at the Vendor's sole cost, expense and risk.
- In each case, the Board's exercise of any other rights available to it under this Master Agreement or under Applicable Laws shall not be limited.
- 7.5 The Vendor shall provide, pay for and discharge all liabilities incurred by it for all labour, products, materials, equipment, tools, machinery, transportation and everything else necessary for the proper and timely delivery of Goods and the Vendor's proper performance of this Master Agreement.
- 7.6 The Vendor shall promptly give written notice to the Board of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or circumstances:
- (a) any failure by the Vendor to perform any of its obligations under this Master Agreement;
  - (b) any delay in the delivery of Goods;
  - (c) any defects or quality problems relating to the Goods;
  - (d) any deficiency in the Specifications, samples or test results relating to the Goods; or
  - (e) any failure by the Vendor, or its subcontractors, suppliers or common carriers, to comply with Applicable Laws.

## ARTICLE 8 TITLE AND RISK OF LOSS

- 8.1 Title to Goods shipped under any Individual Order passes to the Board upon the delivery of the Goods to the Delivery Location and the Board's acceptance of such Goods. Title will transfer to the Board even if the Vendor has not been paid for such Goods, provided that the Board will not be relieved of its obligation to pay for the Goods in accordance with the terms of this Master Agreement.



# MASTER AGREEMENT FOR THE SALE OF GOODS

- 8.2 Notwithstanding any agreement concerning transfer of title or responsibility for shipping costs, risk of loss to Goods shipped under any Individual Order passes to the Board upon receipt and acceptance of the Goods by the Board at the Delivery Location, and the Vendor will bear all risk of loss or damage regarding the Goods until the Board's receipt and acceptance of such Goods in accordance with the terms of this Master Agreement. **[NTD: To be discussed]**

## ARTICLE 9 PRICES, INVOICING AND PAYMENT

- 9.1 The Vendor shall supply and sell Goods to the Board for the prices set out in Appendix ● (the "Prices"). All Prices include, and the Vendor is solely responsible for, all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, customs, taxes (excluding HST), tariffs, duties, insurance and all other similar financial contributions or obligations relating to the production, manufacture, sale, transportation and delivery of the Goods and represent the total cost to the Board (excluding the HST). All Prices are firm for the duration of this Master Agreement and are not subject to increase for any reason, including changes in market conditions, increases in the cost of raw material, component, labour or overhead costs, or because of labour disruptions or fluctuations in production volumes.
- 9.2 The Vendor shall invoice following delivery of the Goods to the Delivery Location. Each invoice shall contain the following information: **[NTD: Confirm whether any additional information is required]**
- (a) date(s) the Goods were delivered to the Delivery Location;
  - (b) PO date and number;
  - (c) details of the Goods delivered, including part / model number, quantity and description;
  - (d) Prices and applicable HST;
  - (e) the Delivery Location name / identification; and
  - (f) any other information that the Board may require from time to time.
- 9.3 Invoices shall be in the form and shall be submitted as specified by the Board from time to time and shall include all supporting documents and information that the Board may reasonably require. Without limitation, the Board shall have the right to refuse payment if the Vendor's invoice is not in the required form, does not include all required information, or is not submitted or filled out completely and/or correctly.
- 9.4 The Vendor shall provide accurate and timely invoices to the Board and will promptly address billing inaccuracies through system and business process changes in order that the Board consistently receives accurate and timely invoices.
- 9.5 The Board will pay amounts properly owing to the Vendor within ● days of the date of the Board's receipt of the Vendor's invoice. If the Board disputes all or any part of an invoice, the Board and the Vendor will use commercially reasonable efforts to resolve the dispute after the Board provides notice to the Vendor of the disputed amount, and the Board will have no obligation to pay any amount specified in the notice that the Board reasonably disputes. The Board will have the right to withhold payment of any invoiced amounts that are disputed until the parties reach agreement with respect to such disputed amounts, and such withholding of disputed amounts will not be a breach of this Master Agreement. Notwithstanding anything to the contrary, the Vendor shall continue performing its obligations under this Master Agreement during any dispute.
- 9.6 Without limiting any of its other rights and remedies under this Master Agreement or in law or in equity, the Board may set off against amounts payable to the Vendor under this Master Agreement the expenses, costs and Losses incurred or sustained by the Board as a consequence of the



# MASTER AGREEMENT FOR THE SALE OF GOODS

Vendor's non-compliance with its obligations under this Master Agreement, any other agreement, or any other amounts owed by the Vendor to the Board.

- 9.7 No payment by the Board shall constitute acceptance of any Goods which are Non-Conforming Goods or a waiver of the Board's right to inspect.
- 9.8 The Board may withhold payment of any invoice or part of invoice to the extent required to offset any previous over-payment made to the Vendor under this Master Agreement or to the extent as may be necessary to protect the Board from loss or damage as a result of:
- (a) the Vendor's failure to perform any of its material obligations under this Master Agreement, or where the Vendor is otherwise in default under this Master Agreement and any such default is continuing;
  - (b) Goods which are Non-Conforming Goods or which do not comply with the requirements of this Master Agreement; or
  - (c) the Vendor's failure to apply for payment in compliance with this Master Agreement.
- 9.9 Where the Board has withheld payment to the Vendor, the Board shall be entitled to apply the funds withheld toward the cost of acquiring replacement goods or toward Losses suffered and for which the Board is entitled to compensation.
- 9.10 The Vendor will be responsible for all taxes and amounts exigible on, imposed, in respect of, or relating to amounts received by the Vendor under this Master Agreement and will be responsible for arrangements to pay all such taxes in a timely manner when due and payable.

## ARTICLE 10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Vendor grants to the Board all of the Vendor's Intellectual Property Rights relating to the Goods.

## ARTICLE 11 PRODUCT WARRANTY

- 11.1 The Vendor expressly warrants to the Board that:
- (a) for a **period of 5 years** from the date of delivery of the Goods to the Delivery Location (the "**Warranty Period**") such Goods are fit and safe for use consistent with and conform to the Specifications and will be free from defects in material and workmanship;
  - (b) the Goods are free of defects in design;
  - (c) the Vendor is the absolute beneficial owner of the Goods, with good and marketable title, free and clear of all Encumbrances, and is exclusively entitled to possess and dispose of the same;
  - (d) no action or Encumbrance exists or is threatened against the Vendor that would interfere with the Board's use or sale of the Goods;
  - (e) the Goods do not infringe any third-party Intellectual Property Rights;
  - (f) the Board will receive good and valid title to the Goods, free and clear of all Encumbrances;
  - (g) the Goods are new and do not contain used or reconditioned parts;
  - (h) the Vendor is aware of the Board's intended use for the Goods and expressly warrants that all Goods will be fit and sufficient for the particular purpose intended by the Board.



# MASTER AGREEMENT FOR THE SALE OF GOODS

If there is any conflict or disagreement between the parties in respect of any of the above, the Board's interpretation and determination shall govern.

- 11.2 During the Warranty Period, if the Board determines, in its sole discretion, that the Goods do not comply with the warranties in this Master Agreement, in addition to other remedies available at law or in this Master Agreement, the Vendor shall, at the Board's discretion and option:

- (a) repair or replace the Defective Goods; or
- (b) credit or refund the Price of the Defective Goods.

In either case the Board may retain such Defective Goods or may make them available for pick up by Vendor at the Vendor's sole cost, expense and risk.

- 11.3 If it is not expedient to remove, repair and/or replace Defective Goods, or where the Board incurs Losses to complete or correct Defective Goods, the Board may deduct from any amount otherwise due to the Vendor under this Master Agreement or any other agreement the difference in value between the Goods as delivered and that called for by this Master Agreement, and all Losses suffered and incurred by the Board.
- 11.4 The Board shall promptly notify the Vendor of observed defects in the Goods delivered by the Vendor. Any defects beyond ordinary wear and tear that may develop during the Warranty Period are to be corrected by the Vendor without cost to the Board. Any damage resulting from the Vendor's corrective work shall also be corrected by the Vendor without cost to the Board. The decision of the Board shall be final as to the nature and cause of the defects and for the necessity of remedying the same.
- 11.5 The Vendor shall perform all remedial and warranty work at its own cost and expense and at a time convenient to the Board, which may be outside of normal working hours. The Board shall provide reasonable access to premises necessary to perform such work, subject to the Board's operational requirements. Before performing the remedial and warranty work, the Vendor shall provide, for the Board's review and approval, a proposed schedule for the performance of such work.
- 11.6 If the Vendor does not honour the warranty obligations stipulated in this Master Agreement, the Board reserves the right to retain the services of a third party to repair or replace the Defective Goods at the Vendor's expense. All costs and Losses incurred by the Board as a result may be set off against any amounts owing to the Vendor under this Master Agreement or any other agreement.

## ARTICLE 12 PRIVACY AND SECURITY STANDARDS FOR THE COLLECTION, USE AND RETENTION OF PERSONAL INFORMATION

- 12.1 The successful proponent(s) is responsible to comply with Canadian and Ontario privacy legislation (MFIPPA, PIPEDA, PHIPA). The Supplier shall, and shall require Subcontractors to, only collect, hold, process, use, store and disclose Personal Information with the prior written consent of the Board and only to the extent necessary to perform the Supplier's obligations a Service Contract.
- 12.2 The successful proponent(s) is responsible to ensure employees are trained on the appropriate use and safeguarding of personal information. treat Personal Information as strictly confidential and comply with all Applicable Laws related to the collection, maintenance and use of Personal Information;
- 12.3 The successful proponent(s) will collect personal information only as defined in the agreement and authorized by the board. treat Personal Information as Confidential Information and not disclose Personal Information to any third party (including Supplier's affiliates) without the prior written consent of the Board which may not be unreasonably withheld;



# MASTER AGREEMENT FOR THE SALE OF GOODS

- 12.4 The successful proponent(s) may only use personal information for the purpose defined by the agreement/board, and no other purpose. not collect, create, handle, use, copy, disclose, dispose of or destroy any Personal Information except as necessary to perform the obligations under a Service Contract;
- 12.5 The successful proponent(s) acknowledges the personal information collected is owned by the board. maintain, return or destroy, at the direction of and in the manner and at such time as required by the Board, all Personal Information, in whatever form, obtained in relation to a Service Contract;
- 12.6 Where requested by the board, the successful proponent(s) agrees to the transfer of data upon request, or upon completion of the term of the tender/contract or upon the dissolution of the tender/contract to ensure there is no interruption of service.
- 12.7 For web-based services and where applicable, the successful proponent(s) must notify users when cookies are used as part of the provided service.
- 12.8 The successful proponent(s) must notify the board of any third party data processors, subcontractors or services that the successful proponent(s) may contract for the provision of services as identified in this agreement.
- 12.9 The successful proponent(s) ensures that all its third party service providers handling personal information, e.g., data processors and subcontractors, only collect, hold, process, use, store and/or disclose personal information for the purpose of providing the service and for no other purpose.
- 12.10 The successful proponent(s) ensures that its third party service providers, e.g., data processors and subcontractors, are obligated to have equivalent or better security safeguards for personal information.
- 12.11 The successful proponent(s) retains data for a period as determined by the board (indefinite retention is not acceptable) and agrees to securely dispose of data at the end of the prescribed retention period.
- 12.12 If requested, the successful proponent(s) shall provide a written and signed attestation confirming the secure destruction of all personal documentation as agreed upon or directed by the board.
- 12.13 The successful proponent(s) uses industry-standard technical and physical safeguards to protect data from loss, theft, unauthorized access or inadvertent disclosure. Safeguarding methods include, but are not limited to, access controls, encryption of data at rest and during transition, and up-to-date security practices.
- 12.14 The successful proponent(s) performs regular security audits and/or threat risk assessments and will make available results upon request.
- 12.15 The success proponent(s) has a breach response protocol in place that includes immediate notification to the board in the event there is a data breach.
- 12.16 The successful proponent(s) will require their third parties services to notify the proponent and in turn the board in the event of a breach of board data.
- 12.17 The successful proponent(s) will cooperate with the board in the event of a regulatory investigation (i.e., breach investigation by the Information Privacy Commissioner).
- 12.18 The successful proponent(s) will notify the board when the vendor makes material changes to their security measures/practices that affect how personal information is handled.





# MASTER AGREEMENT FOR THE SALE OF GOODS

## ARTICLE 13 FORCE MAJEURE

- 13.1 If and to the extent that a party's performance of any of its obligations under this Master Agreement is prevented, hindered or delayed directly or indirectly by any cause or event beyond such party's reasonable control including but not limited to fire, flood, earthquake, elements of nature or acts of God, acts of war, states of belligerency, acts of the public enemy, power or utility failures that extend beyond one day, labour disputes, strikes, lock-outs, abnormally adverse weather conditions, material changes in laws or regulations, terrorism, riots, or civil disorders (each a "**Force Majeure Event**"), then the nonperforming, hindered or delayed party will be excused from such non-performance, hindrance or delay, as applicable, of those obligations to the extent affected by the Force Majeure Event for as long as such Force Majeure Event continues and such party continues to use efforts consistent with industry standards to promptly recommence performance, including through the use of alternate sources, workaround plans, or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event will promptly notify the other party by telephone (confirmed in writing as soon as possible following the inception of the delay) of the occurrence of the Force Majeure Event, and describing in reasonable detail the nature of the Force Majeure Event, and the parties shall engage in good faith negotiations to arrange achievement of this Master Agreement through alternative methods. The party claiming that a Force Majeure Event has occurred will bear the burden of proving the existence of such Force Majeure Event and its consequences. Provided that the Vendor's financial inability to perform, changes in cost, unavailability of materials, products, components or services, market conditions, supplier actions or contract disputes will not constitute a Force Majeure Event.
- 13.2 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Master Agreement if and to the extent such delay or non-performance is due to a Force Majeure Event, and so long as the nonperforming or delayed party continues to use efforts described in paragraph 13.1 to recommence performance.
- 13.3 The party whose performance is prevented, hindered or delayed by a Force Majeure Event may suspend such performance under this Master Agreement, in whole or in part, for the duration of the Force Majeure Event (save and except for continuing to use efforts described in paragraph 13.1 to recommence performance) and, subject to agreement of the parties, shall resume performance of this Master Agreement once the Force Majeure Event ceases.
- 13.4 In addition to its other rights under this Master Agreement, including paragraph 14.3(b) or Applicable Laws, during any Force Majeure Event the Board may, at its option: **[NTD: To be discussed]**
- (a) purchase Goods from other sources without notice or liability to the Vendor, and require the Vendor to reimburse the Board for all additional costs incurred by the Board to obtain the substitute goods compared to the Prices for such Goods under this Master Agreement; or
  - (b) require the Vendor to provide Goods from other sources in quantities and at a time requested by the Board and at the Prices for the Goods under this Master Agreement.

## ARTICLE 14 TERMINATION

- 14.1 It is understood and agreed that if this Master Agreement is terminated while the Vendor is in the course of fulfilling one or more Individual Orders, the Master Agreement shall continue in force and effect but only with respect to the Vendor's activities relevant and necessary to the completion of such Individual Order(s), and only until such activities have been completed or terminated, after which this Master Agreement shall immediately and automatically terminate.



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- 14.2 If the Vendor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed over the Vendor's business or assets, the Board may, without prejudice to any other right or remedy it may have, by giving the Vendor or receiver or trustee in bankruptcy notice in writing, terminate this Master Agreement.
- 14.3 Either party may terminate this Master Agreement by giving written notice to the other party if:
- (a) the other party materially breaches the Master Agreement and such breach is not cured within ten (10) business days or within such other period of time as may be agreed to between the parties after the other party receives written notice of such material breach; or
  - (b) a Force Majeure Event exists which has a material adverse effect on the affected party's ability to perform its obligations under the Master Agreement for a period in excess of thirty (30) days and the parties have been unable to find an equitable solution; or
  - (c) the other party abandons or otherwise plainly demonstrates the intention not to continue performance of its obligations under the Master Agreement.
- 14.4 The Board may notify the Vendor in writing that the Vendor is in default of its obligations under this Master Agreement if the Vendor:
- (a) repudiates or threatens to repudiate any of its obligations under this Master Agreement; or
  - (b) refuses or fails to, or threatens to refuse or fail to, timely deliver the Goods conforming to the requirements and otherwise in accordance with the terms and condition of this Master Agreement; or
  - (c) fails to have sufficient volume of Goods available to fulfill an Individual Order; or
  - (d) neglects, disregards or refuses to comply with all Applicable Laws governing this Master Agreement; or,
  - (e) assigns this Master Agreement without the Board's prior written consent; or,
  - (f) otherwise violates the provisions of this Master Agreement to a substantial degree.
- 14.5 If the Board issues a written notice pursuant to paragraph 14.4 the Board may, without prejudice to any other right or remedy it may have, instruct the Vendor to correct the default in the five (5) business days immediately following the receipt of such notice. If the correction of the default cannot be completed within the five (5) business days specified, the Vendor shall be considered to be in compliance with the Board's instructions if the Vendor:
- (a) commences the correction of the default within the specified time; and,
  - (b) provides the Board with an acceptable schedule for such correction; and,
  - (c) corrects the default in accordance with such schedule.
- 14.6 If the Vendor fails to correct the default in accordance with and within the time specified in paragraph 14.5 the Board may, without liability and without prejudice to any other right or remedy:
- (a) cancel one or more or all Individual Orders; and/or
  - (b) terminate this Master Agreement. **[NTD: Consider whether the Board also wishes to retain the right to purchase Goods from another source and charge the Vendor for any increase in cost]**
- 14.7 The Board may terminate this Master Agreement at any time and for any or no reason. In such event, the Board shall pay for all Goods delivered by the Vendor up to the effective date of termination. **[NTD: Should the Board also be required to pay costs flowing and arising from the termination?]** The Board shall not be liable to the Vendor for any other Claims, Losses or





# MASTER AGREEMENT FOR THE SALE OF GOODS

damages of any kind (whether direct or indirect) whatsoever arising from such termination of this Master Agreement.

## ARTICLE 15 WORKERS' COMPENSATION AND INSURANCE

### 15.1 Workers' Compensation

The Vendor shall provide and maintain workers' compensation coverage for its employees and shall provide proof of this coverage to the Board upon execution of this Master Agreement and at such other times as the Board may request.

### 15.2 Insurance

- (a) Without limiting the Vendor's indemnification obligations under this Master Agreement, during the Term and for a period of two (2) years thereafter, the Vendor shall, at its own expense, maintain and carry in full force and effect at least the following types and amounts of insurance coverage: **[NTD: Insurance policies, coverages and limits to be confirmed by the Board]**
  - (i) commercial general liability or its equivalent and, if necessary, commercial umbrella or excess insurance with a total limit of not less than \$5 million per occurrence and \$10 million aggregate for third party bodily injury and property damage, personal injury, sudden and accidental pollution, products and completed operations, contractual liability, and independent contractors liability, insuring the activities of the Vendor under this Master Agreement and any Individual Order;
  - (ii) standard automobile and non-owned automobile liability insurance with limits of not less than \$5 million per occurrence insuring against all liability arising out of the use of owned or leased vehicles used by the Vendor, its employees or agents.
- (b) The Vendor shall ensure that all insurance policies required under this Master Agreement:
  - (i) are placed with insurers licensed to underwrite insurance in Ontario;
  - (ii) include the Board as an additional insured with a cross liability endorsement and severability of interests provision;
  - (iii) shall not be altered, cancelled or allowed to expire or lapse without thirty (30) days' prior written notice to the Board.
- (c) Except for the policy of automobile insurance, all insurance policies secured and maintained by the Vendor shall be primary and shall include clauses stating each underwriter and insurer will waive all rights of recovery, under subrogation or otherwise, against any Indemnitees, and will not call into contribution any insurance maintained by the Board.
- (d) Upon the Board's request, the Vendor shall provide the Board with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Master Agreement, and shall not do anything to invalidate such insurance. Provided that the Board's acceptance of the Vendor's delivery of any document evidencing the required policies of insurance does not constitute approval or agreement by the Board that the insurance requirements have been met or that the insurance policies are in compliance with the requirements of this Master Agreement. Failure by the Board to identify a deficiency from evidence provided will not be construed as a waiver of the Vendor's obligation to maintain the insurance policies required by this Master Agreement.



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- (e) The Vendor will be entirely responsible for the payment of deductibles under all insurance policies.
- (f) The fact the Vendor has obtained the insurance required by this Master Agreement shall in no way reduce or otherwise affect the Vendor's obligations or liabilities under this Master Agreement, and by requiring insurance the Board does not represent that coverage and limits will necessarily be adequate to protect the Vendor.
- (g) The insurance procured and maintained by the Vendor will not reduce or limit the Vendor's contractual obligation to indemnify and defend any Indemnitees from Claims or Losses which result from or are connected with the performance of this Master Agreement.

## ARTICLE 16 INDEMNIFICATION

16.1 The Vendor shall be liable for and shall defend, indemnify and hold harmless the Indemnitees prior to, during, and after the Term, from and against all Claims and Losses by whomsoever made, brought or prosecuted in any manner relating to, in connection with, arising out of, resulting from or attributable, directly or indirectly, to the Vendor's performance or non-performance or breach of this Master Agreement, including Claims and Losses arising out of the condition of the Goods, regardless of whether or not caused in part by an Indemnitee. It is expressly understood that the Vendor will save the Indemnitees harmless from all Claims and Losses made by any party other than the Vendor itself relating to the Vendor's supply and delivery of Goods under this Master Agreement.

### 16.2 Intellectual Property Indemnification

- (a) The Vendor shall defend, or at the Board's option shall cooperate in the defence of, and shall hold harmless and indemnify, including legal fees, the Indemnitees from all Claims and Losses arising out of any third-party Claim alleging that any of the Goods or the Board's receipt, use or sale thereof infringes any Intellectual Property Rights.
- (b) In addition, if a Claim described in paragraph 16.2(a) is or is likely to be made, the Vendor shall, at its own expense, exercise the first of the following that is practicable:
  - (i) obtain for the Board the right to continue to use and sell the Goods consistent with this Master Agreement;
  - (ii) modify the Goods so they are non-infringing and in compliance with this Master Agreement;
  - (iii) replace the Goods with non-infringing Goods that comply with this Master Agreement;
  - (iv) at the Board's request, accept the cancellation and return, at the Vendor's cost, risk and expense, of the infringing Goods without any liability to the Board, and refund to the Board all amounts paid for such infringing Goods.
- (c) The Board shall notify the Vendor of any Claims described in paragraph 16.2(a) and shall reasonably cooperate in the Vendor's investigation, settlement and defence of such Claims at the Vendor's expense.

## ARTICLE 17 LIMIT OF LIABILITY

17.1 Subject to paragraph 17.2, neither party shall be liable for any special, indirect, incidental, consequential or punitive damages.



# MASTER AGREEMENT FOR THE SALE OF GOODS

17.2 Paragraph 17.1 will not apply to limit:

- (a) the liability of the Vendor for a breach of Article 20 (Confidentiality);
- (b) the Vendor's liability or obligations under Article 16 (Indemnification) or any other obligations to indemnify set out elsewhere in this Master Agreement; or
- (c) Losses suffered by the Board due to any deliberate and sustained cessation of a material portion of the Vendor's obligations under this Master Agreement without a bona fide attempt to remedy the cause of such cessation.

17.3 Notwithstanding anything to the contrary, the Vendor shall not be entitled to Claim for loss of opportunity or for consequential, indirect, special or punitive damages, including damages for loss of revenue, loss of profit or anticipated profit, or any other commercial loss of any kind, or any other Losses flowing from the Board's withdrawal of a PO, cancellation of any or all Individual Orders, termination of this Master Agreement, or breach of this Master Agreement.

## ARTICLE 18 WAIVER OF CLAIMS

18.1 As of the date of the Vendor's final invoice issued under this Master Agreement, the Vendor expressly waives and releases the Board from all Claims relating to this Master Agreement which the Vendor has or reasonably ought to have knowledge of that could be advanced against the Board including, without limitation, those Claims that might arise from the negligence or breach of contract by the Board, except those made in writing prior to the Vendor's final invoice and still unsettled.

## ARTICLE 19 CONSTRUCTION LIENS AND ACTIONS

19.1 The Vendor shall save and keep the Board and any lands to which the Goods are delivered or on which the Goods are installed free from all construction liens and all other liens whatsoever arising out of the supply of the Goods. If any lien is claimed, filed or registered or any written notice of a lien is received by reason of the Vendor's supply of Goods, the Vendor shall, at its own expense, within ten (10) business days of being notified of the lien or written notice of a lien, secure the discharge, release, vacating or withdrawal of such lien or written notice of a lien by payment or by giving security or in such other manner as is or may be required or permitted by law, failing which the Board may, but shall not be required, take such steps as it, in its absolute discretion, may deem necessary to release, vacate or discharge the lien or written notice of a lien.

19.2 If a lien action or any other action or legal proceeding arising out of the supply of Goods is commenced, the Vendor shall take all reasonable steps to remove the Board from such action or legal proceeding and shall, if requested, undertake the Board's defence of such action or legal proceeding at the Vendor's expense, and shall indemnify the Board and hold it harmless in such action or legal proceeding.

19.3 All Claims and Losses, including interest, borrowing and premium or other bonding costs and/or charges incurred by the Board in releasing, vacating, discharging or otherwise dealing with a lien, written notice of a lien and/or defending or otherwise dealing with an action or legal proceeding arising out of the supply of Goods, shall be charged to the Vendor and shall be set off and deducted from any amount owing to the Vendor. If there is no amount owing by the Board to the Vendor at that time, then the Vendor shall reimburse the Board for all of the said Claims and Losses.



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## ARTICLE 20 CONFIDENTIALITY

- 20.1 Each party agrees that it shall not disclose, either during the Term or after the expiration or termination of this Master Agreement, to any third party any proprietary information of the other party including, without limitation, information concerning trade secrets, Prices, methods, processes or procedures or any other business or technical information including, for the avoidance of doubt, Personal Information (collectively the “**Confidential Information**”), which it receives at any time after signing this Master Agreement, without the prior written consent of the other party, except to the extent that such Confidential Information: (a) is in the public domain; (b) is independently developed by the receiving party; (c) is already in the possession of such party prior to disclosure by the other party; (d) is rightfully received from a third party not under a confidentiality obligation to the other party; or (e) is legally required to be disclosed by the receiving party. Either party may disclose Confidential Information to its agents or on a need-to-know basis, provided it first obtains an appropriate non-disclosure agreement therefrom.
- 20.2 The Board shall retain control over and use of all Board Confidential Information which at all times shall remain the property of the Board. The Vendor agrees that Board Confidential Information will only be used by the Vendor for the purposes of supplying the Goods and otherwise fulfilling its obligations under this Master Agreement. The Vendor shall not collect, create, handle, use, copy, disclose, dispose of or destroy any Board Confidential Information except as necessary to perform its obligations under this Master Agreement. The Vendor shall use, without limitation, physical, organizational and technological measures to safeguard Board Confidential Information so as to protect Board Confidential Information from loss, theft, unauthorized use, access, disclosure, copying, alteration or destruction. Specific safeguarding methods include, but are not limited to, physical access controls and safeguards, encryption or other suitable means as agreed upon by the Board.
- 20.3 The Vendor shall return to the Board all Board Confidential Information in whatever form (or at the Board's request, destroy such Board Confidential Information) which has been made or obtained in relation to this Master Agreement, upon the expiration or termination of this Master Agreement or at such other time as the Board may require.
- 20.4 Notwithstanding anything else in this Master Agreement, the Vendor understands, acknowledges and agrees that the Board may be required to disclose parts or all of this Master Agreement, including Vendor Confidential Information, pursuant to applicable law including the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). Subject to the provisions of such legislation, the Board will use reasonable efforts to safeguard the confidentiality of any Vendor Confidential Information, however, the Board shall not be liable in any way whatsoever if such information is disclosed pursuant to an order, decision or obligation under such applicable law. By signing this Master Agreement the Vendor agrees to such disclosure and releases the Board from any liability for the same.

## ARTICLE 21 RECORDS PROTECTION

- 21.1 The Vendor will maintain data, records, reports, documentation and other information relating to all aspects of the Vendor's performance of its obligations under this Master Agreement and each Individual Order (collectively “**Records**”).
- 21.2 In addition to the Vendor's other obligations under this Master Agreement, the Vendor will maintain, enforce, review and update internal security and back-up procedures sufficient to ensure compliance by the Vendor with the applicable Board policies and to protect the Records and Board Confidential Information for which the Vendor is responsible.



## MASTER AGREEMENT FOR THE SALE OF GOODS

- 21.3 The Vendor represents and warrants that it currently follows and shall, during the Term, continue to follow industry best practices as a means to prevent any compromise of its information systems, computer networks or data files (collectively "**Systems**") by unauthorized users, viruses, or malicious computer programs which could in turn be propagated via computer networks, e-mail, magnetic media or other means to the Board. If any of the Vendor's Systems are breached or compromised in any way which affects or is likely to affect the Board's Systems or the Vendor's ability to timely perform its obligations under this Master Agreement, the Vendor shall give the Board immediate notice of the nature and scope of the breach or compromise.
- 21.4 The Vendor shall apply appropriate internal information security practices including, but not limited to, using appropriate firewall and anti-virus software, maintaining said countermeasures, operating systems, and other applications with up-to-date virus definitions and security patches; installing operation security mechanisms in the manner in which they were intended sufficient to ensure the Board will not be impacted nor operations disrupted; and permitting only authorized users access to the Board Systems.
- 21.5 The Vendor shall use up-to-date anti-virus tools to remove known viruses and malware from any e-mail messages or data transmitted to the Board; prevent the transmission of attacks on the Board Systems via network connections with Board; and prevent unauthorized access to Board Systems via the Vendor's network and access codes.
- 21.6 Without limiting the foregoing, the Vendor will protect all Board Confidential Information and all Records using security measures appropriate to the sensitivity of such records and information while preserving their integrity and availability as required to perform the obligations under this Master Agreement. Depending on the nature of the records and information and the circumstances, these measures may include physical controls (for example, keeping Confidential Information in locked cabinets), password protection of electronic files, encryption of data, or other measures such as firewalls, anti-virus software and other means to protect the security of systems or file storage areas.
- 21.7 The Vendor will keep all Board Confidential Information and all Records that are stored by the Vendor in tangible form physically segregated from other tangible forms of information, and will keep all Board Confidential Information and all Records that are stored by the Vendor in electronic form logically segregated from any other information of the Vendor or its customers or clients.
- 21.8 The Vendor shall not, and shall not permit the transfer outside of Canada, of any Records or Board Confidential Information without the prior written consent of the Board, which consent may not be unreasonably withheld.
- 21.9 When requested by the Board, the Vendor shall provide a copy of its privacy policy, security policy or other similar documents.
- 21.10 Upon the occurrence of any actual or suspected security breach the Vendor will do the following:
- (a) immediately notify the Board by telephone and in writing;
  - (b) take all steps necessary to enforce against any person that is or may be engaging in such unauthorized handling of Confidential Information and/or Records any rights that the Vendor has to require such person to comply with any obligation of confidence to the Vendor and to cease such unauthorized activities;
  - (c) do all things, sign all documents, and give all assistance reasonably required by the Board to enable the Board to enforce against any person that is or may be engaging in such unauthorized handling of Confidential Information any rights that the Board has to require such person to comply with any obligation of confidence to the Board and to cease such unauthorized activities; and



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- (d) if the security breach involves Board Personal Information, then, if requested by the Board, communicate with the media and affected persons (by press release, telephone, letter, call centre, website or any other method of communication) to explain the occurrence of the security breach and the remedial efforts being undertaken. The content and method of any such communications will be determined by the Board.

21.11 The Vendor acknowledges that any violation of the provisions of this Article may cause irreparable damage or injury to the Board, the exact amount of which may be impossible to ascertain, and that, for such reason, in addition to any other remedies available to the Board, the Board is entitled to proceed immediately to court in order to obtain, and the Vendor will consent to, interim, interlocutory, and final injunctive relief restraining the Vendor from breaching and requiring the Vendor to comply with its obligations under this Article without a requirement that a finding of irreparable harm or other criteria for the awarding of injunctive relief be made. The Vendor acknowledges the importance to the Board of the Vendor's strict compliance with the terms of this Article and acknowledges that the Board's interest in the strict enforcement of this Article will outweigh the balance of convenience or harm that the Vendor may suffer as a result of the strict enforcement of this Article. Nothing in this paragraph will be construed to limit the right of a party to obtain injunctive relief in any other circumstance in which it may be otherwise entitled to such relief

## ARTICLE 22 DISPUTE RESOLUTION

- 22.1 If a dispute arises between the parties concerning this Master Agreement (each a "**Dispute**"), the parties agree:
- (a) to first make good faith efforts to resolve the Dispute by amicable negotiations conducted by senior representatives of the parties for a period of up to 30 days, having such written and oral communications and meetings as appropriate;
  - (b) if the Dispute is not resolved through negotiations, the parties may jointly agree to refer the Dispute to mediation; provided that there shall be no mediation unless both parties jointly agree to mediate and agree on a mediator. The fees and expenses of the mediator and the venue shall be shared equally by the parties;
  - (c) if the Dispute has not been resolved through negotiations or mediation, either party may commence proceedings in an Ontario court of competent jurisdiction, and both parties agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

## ARTICLE 23 ACCESS TO RECORDS AND AUDIT RIGHTS

- 23.1 During the Term and for seven (7) years after the end of the Term or earlier termination of this Master Agreement, the Board and its representatives and agents will have the right to access and audit the Vendor's Records and to request verification of the Vendor's compliance with the terms of this Master Agreement. The Vendor shall, upon receipt of the Board's written request, provide the Board and its representatives and agents with reasonable access to the Vendor's Records, personnel and facilities for the purpose of reviewing the Vendor's Records and determining the Vendor's compliance with the terms of this Master Agreement. Such access will occur within five (5) days of the Vendor's receipt of the Board's request, during the Vendor's normal hours of operation, and in such a manner as to minimize disruption to the Vendor and to protect the Confidential Information of the Vendor. As part of the foregoing audit, the Board:
- (a) reserves the right to request from the Vendor Records which are specific to a particular Individual Order (including all software and hardware);





# MASTER AGREEMENT FOR THE SALE OF GOODS

- (b) shall have the right to examine and take copies of all or part of the Records which the Board reasonably deems pertinent, including such as may be necessary to verify (i) the amounts charged by the Vendor and the accuracy of the Vendor's billing system(s); and (ii) all charges and payments made under this Master Agreement.

## 23.2 If an audit reveals:

- (a) an overpayment by the Board during the period covered by such audit; or
- (b) a deficiency, failure to comply with Applicable Laws, or any other material breach of this Master Agreement,

the Vendor will immediately reimburse the Board for:

- (c) such overpayment with added interest at the prime rate established by the Bank of Canada from the date of such overpayment to the date such amounts are reimbursed;
- (d) all documented internal and external costs and expenses reasonably incurred by the Board in connection with such audit; and
- (e) any Losses incurred by the Board as a result of such deficiency, non-compliance or material breach.

## ARTICLE 24 VENDOR'S REPRESENTATIONS AND WARRANTIES

### 24.1 The Vendor represents and warrants to and covenants with the Board as follows, and acknowledges that the Board has relied on such representations, warranties and covenants in entering into this Master Agreement:

- (a) the Vendor is a legal entity validly subsisting under the laws under which it was formed and has the legal power to enter into this Master Agreement and to perform its obligations thereunder;
- (b) the Vendor has and will have and will maintain at its own cost and expense all certifications, registrations, credentials, qualifications, technology, personnel, licenses, permits, approvals, systems, resources, equipment, expertise and experience necessary to conduct its business relating to its performance of its obligations under this Master Agreement;
- (c) the Vendor will comply with all Applicable Laws and has and will have all authorizations required by any government department, ministry or agency in its dealings with the Board and in performing its obligations under this Master Agreement;
- (d) the Goods will be fit for their purpose and be of good workmanship, and will comply with all of the requirements of this Master Agreement.

### 24.2 The Vendor represents and warrants to and covenants with the Board that the Prices are at the very least as favourable as the prices and rates charged by the Vendor to any other school board in the Province of Ontario for the same or substantially similar goods. The Vendor acknowledges that:

- (a) the Board may request, at its sole discretion, a certificate from a senior officer of the Vendor attesting to the Vendor's compliance with this paragraph; and
- (b) if it is determined that the Vendor has charged lower prices and rates to any other school board in the Province of Ontario for the same or substantially similar goods, the Prices paid or payable by the Board will be reduced to the amount payable by such other school board, and any overpayment resulting from such reduction will be refunded to or credited against the Board's payment obligations to the Vendor.



# MASTER AGREEMENT FOR THE SALE OF GOODS

## ARTICLE 25 NOTICES

- 25.1 Any notice or other communication required or permitted to be given under this Master Agreement shall be in writing and shall be delivered in person, transmitted by fax, or sent by registered mail, charges prepaid, addressed as follows:
- (a) if to the Board: **[NTD: Insert address, fax etc.]**
  - (b) if to the Vendor: **[NTD: Insert address, fax]**
- 25.2 Notices or other communications shall be deemed to have been received:
- (a) if sent by fax, on the date of transmission, provided that where the communication is received after 4:00pm (as recorded by the recipient) or on a day that is not a business day, such communication shall be deemed to have been received at 9:00am on the next business day;
  - (b) if sent by personal delivery, on the date of receipt;
  - (c) if mailed, on the third business day following the date of mailing; provided, however, that if at the time of mailing or within three business days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication shall be delivered or transmitted by fax.
- 25.3 Either party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Article 25.

## ARTICLE 26 MISCELLANEOUS

### 26.1 Independent Contractor

- (a) Nothing in this Master Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the Board and the Vendor, and each is an independent contractor for the purposes of this Master Agreement.
- (b) The employees, officers and agents of the Vendor, in the performance of this Master Agreement, shall act only in the capacity of representatives of the Vendor and not as employees, officers, agents or subcontractors of the Board and will not be deemed for any purpose to be employees of the Board. The Vendor assumes full responsibility for the actions of its employees, officers and agents with respect to the obligations under this Master Agreement and shall be solely responsible for their supervision, direction and control, payment of invoices, payment of salary (including withholding of income taxes and Canada Pension Plan, employment insurance and any other employment related deductions, withholdings or remittances) workers' compensation, disability benefits and the like.

### 26.2 Assignment

- (a) The Vendor may not assign, transfer, convey, or otherwise dispose of this Master Agreement or its right, title or interest in this Master Agreement without the Board's prior written consent, which consent may be unreasonably withheld. If the Board consents to the Vendor's assignment, the Vendor acknowledges and agrees that it shall at all times be jointly and severally liable, as principal obligor and not as a surety, with its assignee.





# MASTER AGREEMENT FOR THE SALE OF GOODS

- (b) The Board may without consent of the Vendor assign this Master Agreement, in whole or in part, with notice to the Vendor, which notice may be given after the assignment.

## 26.3 Third Party Beneficiary Rights

No provision of this Master Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third-party beneficiary of this Master Agreement or any of the terms thereof, or otherwise give rise to any cause of action in any person not a party to this Master Agreement, except to the extent as may be specifically and expressly provided for in this Master Agreement.

## 26.4 Number, Gender and Persons

Words importing the singular number only shall include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

## 26.5 Entire Agreement

This Master Agreement, including and together with each Individual Order, constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter thereof except as provided in this Master Agreement and such Individual Order.

## 26.6 Further Assurances

Each party shall at all times execute and deliver all such further documents and instruments and shall do such further acts and things as may be reasonably required to give full effect to this Master Agreement.

## 26.7 Amendments

No alteration or amendment to this Master Agreement shall be binding unless it is in writing and signed by each party.

## 26.8 No Waiver by Conduct

- (a) No waiver by or on behalf of a party of any breach of a provision of this Master Agreement shall be binding upon the party unless it is expressed in writing and duly executed by the party or signed by its fully authorized representatives, and such a waiver shall not operate as a waiver of any subsequent breach, whether of a like or different character. No waiver shall be inferred from or implied by the conduct of either party.
- (b) Failure or delay in enforcing any right or remedy available under this Master Agreement will not be construed to be a waiver of the right or remedy.

## 26.9 No Contra Proferentem

This Master Agreement has been negotiated and approved by the parties with the assistance of their legal counsel and/or the parties confirm they have had reasonable opportunity to consult with legal counsel. Notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against a party by reason of the authorship of any of the provisions of this Master Agreement.



# MASTER AGREEMENT FOR THE SALE OF GOODS

## 26.10 Publicity and Use of the Board's Name Prohibited

- (a) This Master Agreement does not and shall not be construed to be a license for the Vendor to use the Board name, logos, trademarks, trade names, service marks or other marks of the Board. The Vendor agrees that it shall not make any use of the Board name or marks including, without limitation, in connection with any product, promotion, advertising, statement, blog, web page, press release, client list or other publication, electronic or otherwise, without the Board's prior written consent, which consent shall be at the Board's absolute discretion.
- (b) The Vendor shall not publish, issue or make any statements or news release, electronic or otherwise, concerning this Master Agreement without the Board's express written consent, which consent shall be at the Board's absolute discretion.

## 26.11 Survival

The provisions of this Master Agreement requiring performance or fulfillment after the expiration of the Term or earlier termination of this Master Agreement, including Article 9 (Prices, Invoicing and Payment), Article 10 (Intellectual Property Rights), Article 11 (Product Warranty), Article 15 (Workers' Compensation and Insurance), Article 16 (Indemnification) and any other obligations to indemnify set out elsewhere in this Master Agreement, Article 17 (Limit of Liability), Article 18 (Waiver of Claims), Article 19 (Construction Liens and Actions), Article 20 (Confidentiality), Article 22 (Dispute Resolution), Article 23 (Access to Records and Audit Rights), Article 24 (Vendor's Representations and Warranties), paragraph 26.10 (Publicity and Use of the Board's Name Prohibited), and this paragraph shall survive the expiration or earlier termination of this Master Agreement, along with:

- (a) such other provisions as are necessary for the interpretation thereof; and
- (b) any other provisions of this Master Agreement, the nature and intent of which is to survive the expiration or termination of this Master Agreement.

## 26.12 Severability

Should any provision of this Master Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted.

## 26.13 Governing Law

This Master Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

## 26.14 Successors and Assigns

All covenants, promises, undertakings, conditions, representations, agreements, rights and obligations given to or imposed upon the parties under Master Agreement shall extend to and shall bind, apply and inure to the benefit of the respective successors and permitted assigns of each of the parties.

## 26.15 Counterparts

This Master Agreement may be signed in counterparts, each of which shall be deemed to be an original and each of which when taken together shall be deemed to constitute one and the same instrument. This Master Agreement or counterparts may be signed and delivered by fax or in a pdf



# MASTER AGREEMENT FOR THE SALE OF GOODS

or other common electronic format by e-mail, and the parties adopt any signatures provided or received by such transmission as original signatures of the applicable party or parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Master Agreement as of the Effective Date.

) **THAMES VALLEY DISTRICT SCHOOL BOARD**  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I have the authority to bind the corporation  
)

) **[Vendor]**  
)  
)  
)  
) Per: \_\_\_\_\_  
) Name:  
) Title:  
) I have the authority to bind the corporation  
)

**REQUEST FOR PROPOSAL - 20**  
**VEHICLE LEASING**  
**WORKSHEET A - REQUIREMENTS**

ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY/ANSWER	COMMENT
<b>A1</b>	<b>LEASE AGREEMENT</b>		
A1.1	The attached Lease Agreement (Worksheet D) is to be signed by the successful bidder(s). Bidders must state if their company is prepared to sign the enclosed lease agreement (Worksheet D). If bidders are unwilling to sign the TVDSB lease agreement, bidders must include a copy of their lease agreement with their submission		
A1.2	The lease will be based upon a <b>minimum</b> of 20,000 kilometers per year per vehicle with the exception of the cargo cutaway vehicles (See Item B3), for which the lease should be based upon 40,000 kilometers per year. However, due to our large geographic area, it is requested that the kilometers can be averaged for the term of the lease e.g. if any two vehicles are being returned simultaneously on a four year lease term and one has 70,000 kilometers and the other one has 90,000 kilometers, the average would be 80,000 and there would be no excess mileage charge.		
A1.3	There will be no down payment on the lease. The TVDSB will pay an equal amount over the term of the lease to the successful bidder(s) monthly/yearly (As per Worksheet C - Pricing)		
A1.4	The successful bidder(s) shall arrange for the transfer of licence plates from the old to the new vehicle. An invoice for Ministry of Transportation costs only pertaining to this service will be submitted for payment.		
A1.5	The leases will be closed end leases so that the vehicles can be returned at the end of the term with no further liability to the TVDSB. There will be no obligation upon the TVDSB when the vehicles are returned.		
A1.6	The successful bidder(s) must be certified dealers/distributors of the manufacturer of the vehicles they are proposing.		
A1.7	The successful bidder(s) shall submit the appropriate paperwork as directed to transfer the insurance from the old to the new vehicle. Public liability, property damage coverage along with collision, comprehensive, and Accident benefits coverage will be assumed by the TVDSB.		
A1.8	The TVDSB will return all vehicles in good physical condition. Small scrapes or paint chips (i.e. parking lot damage or general wear) and holes that were made from retrofitting any vehicle will not be repaired prior to return. This damage will be considered normal wear and tear and the TVDSB will not be responsible for the cost of repairing it.		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**REQUEST FOR PROPOSAL - 20**  
**VEHICLE LEASING**  
**WORKSHEET A - REQUIREMENTS**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>WILL COMPLY/WILL NOT COMPLY/ANSWER</b>	<b>COMMENT</b>
A1.9	Please provide us with a template showing the return expectations regarding vehicle condition.		
A1.10	Proposed vehicle modifications will be at the bidder's expense.		
A1.11	The TVDSB will be responsible for the cost of the logos and lettering. The TVDSB's logo and lettering will be put on the outside of the vehicles. The logos and lettering will consist of self adhering vinyl material. All of the logos and lettering will be removed when the vehicles are returned.		
A1.12	For vehicles acquired under previous contracts, and where the TVDSB has retrofitted interior shelving, partitions, and/or ladder racks, these items will be removed before the vehicle is returned.		
A1.13	Vehicles taken out of service due to major mechanical failure must be replaced with a substitute comparable unit. The successful bidder(s) will be responsible for picking up and delivering the vehicles from the Board's designated location at the successful bidder's expense.		
A1.14	When vehicle breakdown occurs, the TVDSB will not be liable for any towing services that may be required.		
A1.15	Fuelling, lubrications and preventative maintenance will be the financial responsibility of the TVDSB.		
A1.16	The successful bidder(s) shall carry out all work in a professional manner and to the satisfaction of the TVDSB. All trades work <b>must</b> be performed by appropriately certified staff or contractors.		
A1.17	Please outline any lease extension options for low-mileage vehicles.		
<b>A2</b>	<b>IMPLEMENTATION</b>		
A2.1	Bidder(s) must state penalty for failure to meet the delivery dates stated in Schedule A. If you are unable to meet the delivery dates shown under Schedule A there will be a penalty of \$20.00 per day per vehicle, or the current lease will be extended on a month by month basis until a new vehicle is delivered.		
<b>A3</b>	<b>WARRANTY</b>		
A3.1	Bidders should indicate what situations would constitute major mechanical failure.		
A3.2	Bidders must disclose their policy on loan units.		
A3.3	Bidders should specify the type of vehicles that vehicles would be replaced with due to major mechanical failure.		
A3.4	Bidders should include what is covered under the scheduled maintenance program as required by warranty.		
A3.5	Please state the manufacturer's warranty.		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

REQUEST FOR PROPOSAL - 20  
VEHICLE LEASING  
WORKSHEET A - REQUIREMENTS

ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY/ANSWER	COMMENT
A3.6	Bidders should include the terms and the length of an extended warranty.		
A3.7	Please state whether there would be warranty implications to converting the vehicles to natural gas.		
A3.8	Fuelling, lubrications and preventative maintenance will be the financial responsibility of the TVDSB. Bidders should indicate if this maintenance can be completed at any licensed Auto Repair shop of the TVDSB's choice. If not, provide below a list of service locations, address and telephone numbers where service/warranty can be done (Add additional rows if necessary)		
A3.9	Bidders should specify the size of their <b>own</b> service department including:		
A3.9.1	Location		
A3.9.2	Number of bays		
A3.9.3	Square Footage		
A3.9.4	Number of staff		
A3.9.4.1	Number of certified mechanics		
A3.9.5	Hours of Operation		
<b>A4</b>	<b>BIDDER PROFILE</b>		
A4.1	Bidders <b>must</b> submit an organizational chart.		
A4.2	Bidders should provide a statement outlining their philosophy and program on quality assurance.		
A4.3	Please state if there is a dedicated account representative for this contract.		
A4.3.1	If yes, please state the location of the dedicated account representative.		
A4.4	Please state whether there are any maintenance incentives offered (i.e. free oil change, etc.), and for how long incentives will be offered.		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ITEM NO.	SPECIFICATIONS ARE MINIMUM ALTERNATE SPECIFICATIONS ARE TO BE EQUAL OR BETTER THESE ARE "MUST" MEET SPECIFICATIONS	INCLUDED? INDICATE YES/NO OR ANSWER QUESTION	SPECIFY INFORMATION REQUIRED OR PROVIDE ALTERNATE SPECIFICATION	COMMENTS
B1	3/4 TON CARGO VANS			
B1.1	Must be 3/4 ton Gross Vehicle Weight Rating SPECIFY MAKE, MODEL AND GVWR			
B1.2	ENGINE - State size of engine and whether engine is natural gas convertible.			
B1.2.1	SPECIFY fuel injection system.			
B1.3	ALTERNATOR: Must be Heavy Duty SPECIFY number of amps			
B1.4	TRANSMISSION - must by automatic SPECIFY gear ratios			
B1.5	Wheel Base SPECIFY			
B1.6	BATTERY - minimum 770 cca battery with run down protection SPECIFY Make and model and Single or Double Battery System			
B1.7	AIR BAGS SPECIFY driver and passenger			
B1.8	BRAKES - must be four wheel anti-lock system, power, self-adjusting (ABS) SPECIFY			
B1.9	Must have Heavy Duty Suspension CONFIRM			
B1.10	Provide actual vehicle weight as received from the manufacturer in kilograms.			
B1.11	FRONT AXLE SPECIFY LBS.			
B1.12	REAR AXLE SPECIFY LBS.			
B1.13	SHOCK ABSORBERS - heavy duty - front & rear SPECIFY			
B1.14	SPRINGS, FRONT - heavy duty independent coil State rated capacity in lbs. or kg			
B1.15	SPRINGS, REAR - heavy duty State type and rated capacity in lbs. or kg			
B1.16	FUEL TANK SPECIFY CAPACITY IN LITRES			
B1.17	STEERING - powered			
B1.18	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT AT.			
B1.18.1	If this results in surplus MOE tires, the TVDSB will not take possession.			
B1.19	DOORS - driver/passenger/sliding side doors/back doors standard - Power Locks			
B1.20	WINDOWS - Must have no windows in cargo compartment (back and sliding side doors)			
B1.21	INSTRUMENT GAUGES - speedometer, odometer, fuel, voltmeter, temperature, oil pressure and trip odometer			
B1.22	Heater - Defogger - Windshield & Side Window Defogger			
B1.23	HEAD LAMPS - halogen			
B1.24	WINDSHIELD WIPERS - variable intermittent wiper system, wet arm washer			
B1.25	INFOTAINMENT CENTRE - AM/FM stereo radio, fixed mast antenna and 2 front speakers, Bluetooth, backup camera			
B1.26	SEATS - 40/20/40 reclining split bench seat and driver seat recliner, adjustable outboard head rests SPECIFY BUCKET OR OTHER CONFIGURATION			
B1.27	Armrest Available			
B1.28	MIRRORS - exterior dual manual folding full size, heated			
B1.29	Dual sun visors			
B1.30	Steering Wheel & Column-black energy-absorbing steering column, black vinyl wheel (power steering)			
B1.31	BUMPERS, FRONT AND REAR SPECIFY FINISH			
B1.32	INTERIOR TRIM - vinyl cab area only			
B1.33	INTERIOR TRIM - vinyl, cab area only			
B1.34	COLOUR - White			
B1.35	Air conditioning - Is it an additional cost - If so state cost			
B1.36	Spare Tire is not required			
B1.37	Class III hitch including wiring package			
B1.38	State Basic warranty in months/kms			
B1.39	State Power train warranty in months/kms			
B1.40	State Corrosion perforation warranty in months/kms			
B1.41	State Roadside assistance coverage in months/kms			
B1.42	State Accessories warranty in months/kms			
B1.43	Bidders must indicate delivery date from receipt of our order in number of weeks:			
B1.44	Bidders should indicate whether a similar vehicle would be available for viewing and to test drive and at what location:			
B1.45	Bidders must provide details on safety rating, recalls and breakdowns on last year's comparable models:			
B1.46	Standard equipment must include:			
B1.46.1	Natural gas conversion kit. SPECIFY			
B1.46.2	Partition, shelving units on both sides of cargo area, and a SPECIFY			
B1.46.3	Double drop-down ladder rack SPECIFY			
B1.46.4	Rear cargo mats			



ITEM NO.	SPECIFICATIONS ARE MINIMUM ALTERNATE SPECIFICATIONS ARE TO BE EQUAL OR BETTER THESE ARE "MUST" MEET SPECIFICATIONS	INCLUDED? INDICATE YES/NO OR ANSWER QUESTION	SPECIFY INFORMATION REQUIRED OR PROVIDE ALTERNATE SPECIFICATION	COMMENTS
B2	1 TON CAB & CHASSIS TRUCKS			
B2.1	Vehicle			
B2.1.1	Must be 1 ton Gross Vehicle Weight Rating SPECIFY MAKE, MODEL AND GVWR			
B2.1.2	ENGINE - must be eight cylinder SPECIFY ENGINE INCLUDING TYPE OF FUEL			
B2.1.3	ALTERNATOR: Must be Heavy Duty SPECIFY number of amps			
B2.1.4	TRANSMISSION - must by automatic SPECIFY gear ratios			
B2.1.5	WHEEL BASE must accommodate dump box in C2.2			
B2.1.6	BATTERY - minimum 770 cca battery with run down protection SPECIFY Make and model and Single or Double Battery System			
B2.1.7	AIR BAGS - driver and passenger			
B2.1.8	BRAKES - four wheel anti-lock system power self-adjusting (ABS)			
B2.1.9	Suspension must be Heavy Duty SPECIFY			
B2.1.10	Provide actual vehicle weight as received from the manufacturer in kilograms.			
B2.1.11	FRONT AXLE SPECIFY LBS.			
B2.1.12	REAR AXLE SPECIFY LBS.			
B2.1.13	SHOCK ABSORBERS - heavy duty- front & rear SPECIFY			
B2.1.14	SPRINGS, FRONT - heavy duty independent coil State rated capacity in lbs. or kg			
B2.1.15	SPRINGS, REAR - heavy duty State type and rated capacity in lbs. or kg			
B2.1.16	FUEL TANK. Must have dual fuel tanks. SPECIFY CAPACITY IN LITRES FOR EACH INDIVIDUAL TANK.			
B2.1.17	STEERING - engine powered			
B2.1.18	Dual Rear Wheels			
B2.1.19	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT AT.			
B2.1.19.1	If this results in surplus MOE tires, the TVDSB will not take possession.			
B2.1.20	DOORS - driver/passenger standard - Power Locks			
B2.1.21	INSTRUMENT GAUGES - speedometer, odometer, fuel, voltmeter, temperature, oil pressure and trip odometer			
B2.1.22	Heater - Defogger - Windshield & Side Window Defogger			
B2.1.23	HEAD LAMPS - halogen			
B2.1.24	WINDSHIELD WIPERS - variable intermittent wiper system, wet arm washer			
B2.1.25	INFOTAINMENT CENTRE - AM/FM stereo radio, fixed mast antenna and 2 front speakers, Bluetooth, backup camera			
B2.1.26	SEATS - 40/20/40 reclining split bench seat and driver seat recliner, adjustable outboard head rests SPECIFY BUCKET OR OTHER CONFIGURATION			
B2.1.27	Armrest Available			
B2.1.28	MIRRORS - exterior - West Coast Mirrors - heated			
B2.1.29	Dual sun visors			
B2.1.30	Steering Wheel & Column-black energy-absorbing steering column, black vinyl wheel (power steering)			
B2.1.31	BUMPERS, FRONT SPECIFY FINISH			
B2.1.32	Audible backup signal			
B2.1.33	INTERIOR TRIM - vinyl cab area only			
B2.1.34	COLOUR - White			
B2.1.35	Air conditioning - Is it an additional cost? - If so state cost.			
B2.1.36	Spare Tire is not required			
B2.1.37	State Basic warranty in months/kms			
B2.1.38	State Power train warranty in months/kms			
B2.1.39	State Corrosion perforation warranty in months/kms			
B2.1.40	State Roadside assistance coverage in months/kms			
B2.1.41	State Accessories warranty in months/kms			
B2.1.42	Must supply a Class 3 hitch receiver, Class 5 solid forged ballmount, 2" ball for 8000 pound gross trailer weight, brake controller and all wiring required			
B2.1.43	Bidders must indicate delivery date from receipt of our order in number of weeks.			
B2.1.44	Bidders should indicate whether a similar vehicle would be available for viewing and to test drive and at what location.			
B2.1.45	Bidders must provide details on safety rating, recalls and breakdowns on last year's comparable models.			
B2.1.46	Must come with Ministry heavy vehicle inspection sticker for first year of operation.			
B2.1.47	Standard equipment must include:			
B2.1.47.1	Running boards			
B2.1.47.2	Hydraulic dump box. See C2.2			
B2.2	Dump Box			
B2.2.1	Body Dimensions			
B2.2.1.1	9'9" long outside (84" CA required)			
B2.2.1.2	96" wide outside			
B2.2.1.3	48" high front rack			
B2.2.1.4	15" high sides			
B2.2.1.5	21" high tailgate			
B2.2.2	Structure			
B2.2.2.1	All aluminum steel stock grade 5083			
B2.2.2.2	Long sills 1/4" x 6 channel			
B2.2.2.3	Cross members 2 1/2" structural tube on 12" centre, gussetted			
B2.2.2.4	Floor 1/4" aluminum plate			
B2.2.2.5	Side rail formed 4" x 2" ID			
B2.2.2.6	Front wall 3/16" formed aluminum			
B2.2.2.7	Formed folding sides 15" high - one per side			
B2.2.2.8	Side walls 3/16" inner sheet with 1/8" formed skin outside			
B2.2.2.9	Tailgate 3/16" inner skin with 1/8" formed skin outside 21" high			
B2.2.2.10	Double acting tail gate complete with chains, manually operated with front control			
B2.2.2.11	LED tail lights in recessed rear posts			
B2.2.2.12	Tie rail on folding sides			
B2.2.2.13	Safety prop.			
B2.2.2.14	30"x18"x18" aluminum underbody tool box			
B2.2.2.15	24"x48"x89" aluminum cross box. One door per side. One full width shelf.			



ITEM NO.	SPECIFICATIONS ARE MINIMUM ALTERNATE SPECIFICATIONS ARE TO BE EQUAL OR BETTER THESE ARE "MUST" MEET SPECIFICATIONS	INCLUDED? INDICATE YES/NO OR ANSWER QUESTION	SPECIFY INFORMATION REQUIRED OR PROVIDE ALTERNATE SPECIFICATION	COMMENTS
B2.2.2.16	Winch tarp system, complete with "invisible winding system", mounted on front headboard.			
B2.2.2.16.1	Steps to access tarp.			
B2.2.2.17	Gas cap must be covered to prevent ingress of foreign liquids into fuel tank.			
B2.2.3	Hoist			
B.2.2.3.1	7 ton telescopic hoist operated with electric over hydraulic power pack			
B2.2.4	Other			
B2.2.4.1	Clearance lights and reflectors shall confirm to CMVSS-108			
B2.2.4.2	One pair of rubber mud flaps behind the wheels			
B2.2.4.3	Aluminum splash guard in front of rear tires			
B2.2.4.4	One way delivery included.			

ITEM NO.	SPECIFICATIONS ARE MINIMUM ALTERNATE SPECIFICATIONS ARE TO BE EQUAL OR BETTER THESE ARE "MUST" MEET SPECIFICATIONS	INCLUDED? INDICATE YES/NO OR ANSWER QUESTION	SPECIFY INFORMATION REQUIRED OR PROVIDE ALTERNATE SPECIFICATION	COMMENTS
B3	CARGO VAN CUTAWAY INCLUDING CARGO BOX			
B3.1	Vehicle			
B3.1.1	Must be 1 ton Gross Vehicle Weight Rating SPECIFY MAKE, MODEL AND GVWR			
B3.1.2	ENGINE - must be eight cylinder SPECIFY ENGINE INCLUDING TYPE OF FUEL Must be natural gas convertible.			
B3.1.3	ALTERNATOR: Must be Heavy Duty SPECIFY number of amps			
B3.1.4	TRANSMISSION - must by automatic SPECIFY gear ratios			
B3.1.5	WHEEL BASE must accommodate cube in C3.2			
B3.1.6	BATTERY - minimum 770 cca battery with run down protection SPECIFY Make and model and Single or Double Battery System			
B3.1.7	AIR BAGS - Dual airbags, passenger side front-impact cancellable airbag			
B3.1.8	BRAKES - 4-wheel anti-lock braking system			
B3.1.9	SUSPENSION - Front short and long arm suspension, front anti-roll bar, front coil springs, rigid rear axle, rear leaf suspension, rear leaf springs			
B3.1.10	Provide actual vehicle weight as received from the manufacturer in kilograms.			
B3.1.11	FRONT AXLE SPECIFY LBS.			
B3.1.12	REAR AXLE SPECIFY LBS.			
B3.1.13	SHOCK ABSORBERS - heavy duty - front & rear. SPECIFY			
B3.1.14	SPRINGS, FRONT - heavy duty independent coil State rated capacity in lbs. or kg			
B3.1.15	SPRINGS, REAR - heavy duty State type and rated capacity in lbs. or kg			
B3.1.16	FUEL TANK SPECIFY CAPACITY IN LITRES			
B3.1.17	STEERING - Hydraulic power-assist re-circulating ball steering			
B3.1.18	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B3.1.19	DOORS - driver/passenger standard - Power Locks			
B3.1.20	INSTRUMENT GAUGES - Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, engine hour meter, systems monitor, trip computer, trip odometer			
B3.1.21	Heater - Defogger - Windshield & Side Window Defogger			
B3.1.22	HEAD LAMPS - Sealed beam halogen fully automatic headlamps with delay-off feature			
B3.1.23	WINDSHIELD WIPERS - Variable intermittent front windshield wipers, sun visor strip			
B3.1.24	INFOTAINMENT CENTRE - AM/FM stereo radio, fixed mast antenna and 2 front speakers, Bluetooth, backup camera			
B3.1.25	SEATS - Bucket front seats with fixed head restraints, driver and passenger armrests SPECIFY BUCKET OR OTHER CONFIGURATION			
B3.1.26	MIRRORS - exterior dual manual folding full size, heated			
B3.1.27	Dual sun visors			
B3.1.28	Steering Wheel & Column-black energy-absorbing steering column, black vinyl wheel (power steering)			
B3.1.29	BUMPERS, FRONT SPECIFY FINISH			
B3.1.30	Audible backup signal			
B3.1.31	INTERIOR TRIM - vinyl cab area only			
B3.1.32	COLOUR - White			
B3.1.33	Air conditioning - Is it an additional cost? - If so state cost.			
B3.1.34	Spare Tire is not required			
B3.1.35	State Basic warranty in months/kms			
B3.1.36	State Power train warranty in months/kms			
B3.1.37	State Corrosion perforation warranty in months/kms			
B3.1.38	State Roadside assistance coverage in months/kms			
B3.1.39	State Accessories warranty in months/kms			
B3.1.40	Bidders must indicate delivery date from receipt of our order in number of weeks.			
B3.1.41	Bidders should indicate whether a similar vehicle would be available for viewing and to test drive and at what location.			
B3.1.42	Bidders must provide details on safety rating, recalls and breakdowns on last year's comparable models.			
B3.1.43	Must come with Ministry heavy vehicle inspection sticker for first year of operation.			
B3.1.44	Standard equipment must include:			
B2.44.1	Natural Gas Conversion Kit SPECIFY			
B2.44.2	Running boards			
B2.44.3	Cube box See C3.2			

ITEM NO.	SPECIFICATIONS ARE MINIMUM ALTERNATE SPECIFICATIONS ARE TO BE EQUAL OR BETTER THESE ARE "MUST" MEET SPECIFICATIONS	INCLUDED? INDICATE YES/NO OR ANSWER QUESTION	SPECIFY INFORMATION REQUIRED OR PROVIDE ALTERNATE SPECIFICATION	COMMENTS
B3.2	Cube Box			
B3.2.1	Must be UCP07916 Unicell Parcel Master or equivalent. SPECIFY MAKE AND MODEL			
B3.2.2	One piece moulded fibreglass construction.			
B3.2.3	10" radius top front, and 5" radius front corners.			
B3.2.4	Galvanised hat section steel side posts bonded to .135" thick body shell.			
B3.2.5	16' Long - 79" I.H. with flat floor - 96" Outside width			
B3.2.6	36" full length skylight - 1 interior LED dome light			
B3.2.7	1 3/8" Dense yellow pine floor			
B3.2.8	Two rows of 1" x 1/4" flat steel tie bar each side at 18", 36"			
B3.2.9	3/8" plywood lining on walls			
B3.2.10	Solid bulkhead - no access from cab to cargo area			
B3.2.11	24"W x 36"H fixed window mounted in bulkhead wall			
B3.2.12	Roll up rear door - Galvanised steel threshold protection on door sill			
B3.2.13	Custom 7" x 84" "Diamond Grip" 12 ga. galvanised steel rear step bumper			
B3.2.14	10 ft. x 32" OD Aluminium walk ramp with under body storage			
B3.2.15	License plate fasteners and light on door header			
B3.2.16	Signal and reverse lights in door pillars			
B3.2.17	Body clearance lights and reflectors			
B3.2.18	All body wiring in plastic conduit installed inside body			
B3.2.19	1 set of Velvac dual vision mirrors			
B3.2.20	1 set of grab handles mounted on rear door pillars			
B3.2.21	Body cinder coated with Tectyl 185 undercoating material			
B3.2.22	Colour: White, #53 series highly weather resistant gelcoat moulded into body surface			
B3.2.23	State Basic warranty in months/kms			
B4	Alternate to C1			
B4.1	In addition to, and/or if in the course of this RFP the cargo vans required in C1 are not available, please specify an appropriate alternative.			
B4.1.1	Must be 3/4 ton Gross Vehicle Weight Rating SPECIFY MAKE, MODEL AND GVWR			
B4.1.2	ENGINE - State size of engine and whether engine is natural gas convertible.			
B4.1.3	SPECIFY fuel injection system.			
B4.1.4	ALTERNATOR: Must be Heavy Duty SPECIFY number of amps			
B4.1.5	TRANSMISSION - must be automatic - must be 4x4 SPECIFY gear ratios			
B4.1.6	Wheel Base SPECIFY			
B4.1.7	BATTERY - original equipment heavy duty maintenance free SPECIFY brand and model; Single or Double Battery System			
B4.1.8	AIR BAGS SPECIFY driver and passenger			
B4.1.9	BRAKES - must be four wheel anti-lock system, power, self-adjusting (ABS) SPECIFY			
B4.1.10	Must have Heavy Duty Suspension CONFIRM			
B4.1.11	Provide actual vehicle weight as received from the manufacturer in kilograms.			
B4.1.12	FRONT AXLE SPECIFY LBS.			
B4.1.13	REAR AXLE SPECIFY LBS.			
B4.1.14	SHOCK ABSORBERS - heavy duty - front & rear SPECIFY			
B4.1.15	SPRINGS, FRONT - heavy duty independent coil State rated capacity in lbs. or kg			
B4.1.16	SPRINGS, REAR - heavy duty State type and rated capacity in lbs. or kg			
B4.1.17	FUEL TANK SPECIFY CAPACITY IN LITRES			
B4.1.18	STEERING - powered			
B4.1.19	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B4.1.20	If this results in surplus MOE tires, the TVDSB will not take possession.			
B4.1.21	INSTRUMENT GAUGES - speedometer, odometer, fuel, voltmeter, temperature, oil pressure and trip odometer			
B4.1.22	Heater - Defogger - Windshield & Side Window Defogger			
B4.1.23	HEAD LAMPS - halogen			
B4.1.24	WINDSHIELD WIPERS - variable intermittent wiper system, wet arm washer			
B4.1.25	INFOTAINMENT CENTRE - AM/FM stereo radio, fixed mast antenna and 2 front speakers, Bluetooth, backup camera			
B4.1.26	SEATS - 40/20/40 reclining split bench seat and driver seat recliner, adjustable outboard head rests SPECIFY BUCKET OR OTHER CONFIGURATION			
B4.1.27	Armrest Available			
B4.1.28	MIRRORS - exterior dual manual folding full size, heated			
B4.1.29	Dual sun visors			
B4.1.30	Steering Wheel & Column-black energy-absorbing steering column, black vinyl wheel (power steering)			
B4.1.31	BUMPERS, FRONT AND REAR SPECIFY FINISH			
B4.1.32	INTERIOR TRIM - vinyl cab area only			
B4.1.33	INTERIOR TRIM - vinyl, cab area only			
B4.1.34	COLOUR - White			
B4.1.35	Air conditioning - Is it an additional cost - If so state cost			
B4.1.36	Spare Tire is not required			
B4.1.37	Class III hitch including wiring package			
B4.1.38	State Basic warranty in months/kms			
B4.1.39	State Power train warranty in months/kms			
B4.1.40	State Corrosion perforation warranty in months/kms			
B4.1.41	State Roadside assistance coverage in months/kms			
B4.1.42	State Accessories warranty in months/kms			
B4.1.43	Bidders must indicate delivery date from receipt of our order in number of weeks:			
B4.1.44	Bidders should indicate whether a similar vehicle would be available for viewing and to test drive and at what location:			
B4.1.45	Bidders must provide details on safety rating, recalls and breakdowns on last year's comparable models:			
B4.1.46	Standard equipment must include:			

ITEM NO.	SPECIFICATIONS ARE MINIMUM ALTERNATE SPECIFICATIONS ARE TO BE EQUAL OR BETTER THESE ARE "MUST" MEET SPECIFICATIONS	INCLUDED? INDICATE YES/NO OR ANSWER QUESTION	SPECIFY INFORMATION REQUIRED OR PROVIDE ALTERNATE SPECIFICATION	COMMENTS
B4.1.46.1	Natural gas conversion kit. SPECIFY			
B4.1.46.2	Running boards			
B4.1.47	If this alternative is a pickup truck, a topper or cap must be included. This topper or cap must include tool boxes and a sliding truck bed. Please provide details of this solution.			
B5	Sedan			
B5.1	Within this contract the TVDSB may opt to lease several sedans. Please provide details of this solution.			
B5.2	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B6	Crossover			
B6.1	Within this contract the TVDSB may opt to lease several crossovers. Please provide details of this solution.			
B6.2	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B7	SUV			
B7.1	Within this contract the TVDSB may opt to lease several SUV's. Please provide details of this solution.			
B7.2	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B8	1500 Truck			
B8.1	Within this contract the TVDSB may opt to lease several 1500 trucks. Please provide details of this solution.			
B8.2	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B8.3	Must be 4x4			
B8.4	State whether these 1500 trucks can be converted to natural gas.			
B8.5	Running boards must be included.			
B8.6	Class III hitch including wiring package must be included			
B9	2500 Truck			
B9.1	Within this contract the TVDSB may opt to lease several 2500 trucks. Please provide details of this solution.			
B9.2	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B9.3	Must be 4x4			
B9.4	State whether these 2500 trucks can be converted to natural gas.			
B9.5	Running boards must be included.			
B9.6	Class III hitch including wiring package must be included			
B10	Smaller Commercial Van			
B10.1	Within this contract the TVDSB may opt to lease several small commercial vans. Please provide details of this solution.			
B10.2	TIRES - all-weather tire marked with the peaked mountain and snowflake. MUST be Laufenn X FIT A.			
B10.3	State whether these small commercial vans can be converted to natural gas.			
B11	Are you able to provide us with an alarm security protection system, including keyless entry with two remote controls and a siren for each vehicle?			

C1													
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.1	3/4 TON CARGO VANS												
C1.1.1	Currently 60	Based on 20,000 kilometres per year											
C1.1.2	Cost of extended warranty for the vans												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.2	1 TON CAB & CHASSIS TRUCKS												
C1.2.1	Currently 5	Based on 20,000 kilometres per year											
C1.2.2	Cost of extended warranty for the trucks												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 40,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 40,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 40,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 40,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.3	CARGO VAN CUTAWAY INCLUDING CARGO BOX												
C1.3.1	Currently 2	Based on 40,000 kilometres per year											
C1.3.2	Cost of extended warranty for the vans												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.4	ALTERNATIVE TO 3/4 TON CARGO VANS												
C1.4.1	TBD	Based on 20,000 kilometres per year											
C1.4.2	Cost of extended warranty for the vehicles												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.5	SEDAN												
C1.5.1	TBD	Based on 20,000 kilometres per year											
C1.5.2	Cost of extended warranty for the sedans												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.6	Crossovers												
C1.6.1	TBD	Based on 20,000 kilometres per year											
C1.6.2	Cost of extended warranty for the crossovers												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.7	SUV's												
C1.7.1	TBD	Based on 20,000 kilometres per year											
C1.7.2	Cost of extended warranty for the SUV's												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.8	1500 Trucks												
C1.8.1	TBD - No natural gas conversion	Based on 20,000 kilometres per year											
C1.8.2	TBD - With natural gas conversion	Based on 20,000 kilometres per year											
C1.8.3	Cost of extended warranty for the 1500 trucks												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.9	2500 Trucks												
C1.9.1	TBD - No natural gas conversion	Based on 20,000 kilometres per year											
C1.9.2	TBD - With natural gas conversion	Based on 20,000 kilometres per year											
C1.9.3	Cost of extended warranty for the 2500 trucks												
ITEM #	QUANTITY	PRICING	OUTRIGHT PURCHASE PRICE	COST PER KILOMETRE IN EXCESS OF 20,000 BASED ON AVERAGE	REBATE PER KILOMETRE UNDER 20,000 BASED ON AVERAGE	COST PER KILOMETRE IN EXCESS OF 20,000 OF INDIVIDUAL VEHICLE	REBATE PER KILOMETRE UNDER 20,000 ON INDIVIDUAL VEHICLE	LEASE COST PER MONTH 4 YEAR	LEASE COST PER YEAR 4 YEAR	END OF TERM RESIDUAL COST/FAIR MARKET VALUE/BUY OUT COST AT END OF 4 YEAR LEASE	DEBT/INTEREST RATE USED FOR 4 YEAR TERM	PAYMENT OPTIONS: YEARLY/MONTHLY MONTHLY/QUARTERLY YEARLY IN ADVANCE	DISCOUNT FOR EARLY PAYMENT
C1.10	Small Commercial Van												
C1.10.1	TBD - No natural gas conversion	Based on 20,000 kilometres per year											
C1.10.2	TBD - With natural gas conversion	Based on 20,000 kilometres per year											
C1.10.3	Cost of extended warranty for the 2500 trucks												
C1.11	Alarm security protection system - month lease cost.												

**MASTER LEASE AGREEMENT:****BETWEEN:****LESSOR**

**COMPANY X**  
**(hereinafter referred to as X)**

**AND****LESSEE**

**THAMES VALLEY DISTRICT SCHOOL BOARD**  
**(hereinafter referred to as Lessee)**  
1250 Dundas Street East, London, Ontario

**1. RENTAL PAYMENTS:** All rental payments shall be due in advance in the amounts provided in Schedule A. The first payment shall be payable upon the delivery of vehicles and the second rental payment shall be due one month following with subsequent rental payments due on the same day of each successive month hereafter.

**2. NOTICES:** Notices hereunder must be in writing or by telegram, and may be delivered as follows: To Company X, Attention: Leasing Manager; and to the Lessee at (address as per Schedule A") Subject to the prohibition against assignment herein before set out, this Agreement shall **enure** to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

**3. TERM OF LEASE AND RATES:** Rentals and other charges shall be payable at par in \_\_\_\_\_, at the office of Company X,. The monthly rental charged by Company X includes Provincial and Federal Taxes at rates in effect at commencement of this agreement. Where tax rates are increased, there shall be added to the monthly rental payable, and monthly thereafter, amounts as applied to each Motor Vehicle covered by this lease.

**4. VEHICLES AND EQUIPMENT:** The motor vehicles, the subject of this lease shall be motor vehicles of the type and model set out in Schedule A. Each vehicle shall be equipped with the equipment specified in Schedule B (REQUEST FOR PROPOSAL VEHICLE LEASING #20) The Lessee may install additional equipment, or accessories provided that the installation of same will not be harmful or injurious to the motor vehicle upon which they are installed, but such additional equipment and accessories may be removed by the Lessee prior to the expiration of the term of hire of the vehicle in question.

**5. DELIVERY:** The motor vehicles covered under this lease agreement shall be delivered by Company X to the Lessee at locations within the City Of London as specified by the Lessee.

**6. USE OF VEHICLES:** Each vehicle leased hereunder shall be used for the normal and usual purposes of a motor vehicle or truck, as the case may be, in the business of the Lessee and may be used by employees of the Lessee, for any and all proper and lawful purposes; provided that nothing in this paragraph shall derogate from the liability of the Lessee for any use and operation of each vehicle leased hereunder in breach of any of the terms and conditions of the insurance policy or policies intended to cover Company X's liability as owner and that each vehicle leased hereunder shall be lawfully operated according to the laws of any jurisdiction to which the use and operation thereof may at any time be subject, the Lessee hereby agreeing to indemnify and save harmless Company X of and from any and all fines or penalties levied or imposed in respect of the use and operation of each vehicle.

**A VEHICLES LEASED HEREUNDER MUST NOT:**

(a) be loaned to or operated by anyone not referred to in this provision of the said Lease unless prior permission is obtained from Company X.

(b) be operated or driven by anyone who is neither licensed to drive by the appropriate governmental authority, nor qualified to drive, or be operated by anyone whose licence to drive or operate an automobile or motor vehicle of any kind is suspended or while his right to obtain a licence is suspended, or while he is prohibited under the order of any Court from driving or operating an automobile or motor vehicle.



(c) be operated or driven by anyone who is under the influence of intoxicating liquor or drugs or while in a condition for which he is convicted of an offence under Section 234 or Section 235 of the Criminal Code Of Canada or under or in connection with circumstances for which he is convicted of an offence under Section 235(2) of The Criminal Code Of Canada or such similar provisions of any statute or provision of the laws of any other jurisdiction.

(d) be operated for any illicit or prohibited trade or transportation.

(e) be operated in any race or speed test.

(f) be operated to draw, push or in any way, propel any other vehicles or motor vehicle or apparatus, which would invalidate the manufacturer's warranty. The vehicles listed in Schedule A may tow up to       lbs. without invalidating the manufacturer's warranty.

(g) be operated by anyone not employed by the Lessee.

**7. MAINTENANCE REPAIRS:** The Lessee agrees to service the vehicle in accordance with the manufacturers requirements.

**8. LIMITATIONS OF LIABILITY:** Either party shall not be required to carry out any of the terms of this Agreement if prevented from so doing by acts of God or the Queen's enemies, viz. major strikes, substantial destruction of its plant and equipment or any other circumstances beyond its control, and shall not be liable for any loss or damage sustained and resulting therefrom. This contract and any vehicles leased thereunder will be subject to any rights and interest in and to said vehicles under any respective contract or contracts that Company X or any other secured party may hold on the same.

Company X agrees to indemnify, hold harmless and defend the Lessee from and against any and all liability for loss, damage or expense, which the Lessee may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of the negligence on the part of the Lessor or any of its representatives or employees in the execution of the work to be performed hereunder from or defects in the equipment supplied.

**9. TITLE:** Title, ownership and right of property in and to the motor vehicle leased shall at all times remain vested in Company X, and the Lessee covenants and agree not to do or perform any act prejudicial thereto, and, without limiting the generality of the foregoing, not to do any act to encumber, convert, pledge, sell, assign, rehire, underlet or lease, lend, conceal, abandon, give up possession, damage, or destroy the said vehicles or any one or more of them. The Lessee hereby agrees to indemnify and save harmless Company X from any loss or damage which Company X may sustain as a result of any of the foregoing acts.

**10. REGISTRATION:** Each vehicle leased hereunder shall be registered in the name of Company X under the Provincial laws pertaining to motor vehicles in the Province of which the vehicle is to be regularly used. Notwithstanding such registration, it is understood and agreed between the parties hereto that Company X shall not be liable or responsible for the infraction of or non-compliance with any Dominion, Provincial or Municipal statute, law, ordinance, rule or regulation whatsoever relating to the operation or use of motor vehicles, or for the use or operation of any vehicle hereunder to the provisions of any insurance policy, or for loss or damage to persons or property caused or contributed to by the operation or use of any motor vehicle leased hereunder.

**11. INSURANCE:** The Lessee agrees, at his or her own expense to obtain and, subject to the insurer's right of cancellation, to maintain during the currency of this agreement a standard automobile insurance policy or policies insuring Company X, the Lessee and the designated drivers. The coverage shall be as follows:

(a) Inclusive coverage for legal liability for bodily injury or death, or damage to the property of others, including passenger hazard, regardless of the number of claims arising from any one accident.

(b) Collision coverage of the insured motor vehicle as defined in the Ontario Standard Automobile Policy in the amount of the actual cash value of each motor vehicle leased hereunder at the time the loss or damage occurs, with the amount of deductible to be determined by the Lessee.

(c) Comprehensive coverage as defined in the standard automobile policy, subject to deductible as determined by the Lessee.

Notwithstanding anything contained herein, or in any insurance policy or policies issued as aforesaid, the following provisions shall also apply to any such insurance:

(1) In the event of any accident of any kind whatsoever involving a motor vehicle leased hereunder, whether the said motor vehicle is damaged or not the Lessee will forthwith notify Company X of the said accident, with full particulars, including a statement of the operator. The Lessee will not admit liability and will assist the insurer's insurance adjuster to make a full investigation and will permit him to take full charge of the leased vehicle if it is damaged, and give directions for its repair.

(2) In the event of the insurer cancelling the coverages with respect to any motor vehicle leased hereunder, the Lessee will not further use the said motor vehicle nor permit it to be used, but will immediately return it to Company X.

(3) In the event that the insurer cancels the insurance coverage with respect to any particular operator or driver, the Lessee will not permit that operator or driver or any member of his family under any circumstances whatsoever to use or operate a motor vehicle leased hereunder.

(4) The Lessee covenants and agrees with Company X that the lessee will pay or reimburse the insurer upon demand any amount which the insurer may have paid by reason of the provisions of any statute, relating to automobile insurance and/or motor vehicles in connection with the use and/or operation of any motor vehicle leased hereunder, and which amount the insurer would not otherwise be liable to pay under the insurance policy or policies herein before referred to; and the Lessee in addition to any other agreement of indemnity herein contained, agrees to indemnify and save Company X harmless from and against all such claims and demands.

(5) Subject to the provisions herein before set out, the amounts paid by or received from the insurer or insurers herein before mentioned shall be applied in reduction of the Lessee's liability to Company X under the agreement of indemnity herein contained and expressed.

**12. INDEMNITY:** The Lessee covenants and agrees with Company X that he/she or it will indemnify and save Company X harmless from and against all fines and penalties, all liability and all loss, costs, damages and expenses resulting from, caused by or contributed to by the operation and use of the vehicles leased under this Agreement from the time that they are delivered by Company X to the Lessee until the time that they are returned by the Lessee to Company X according to the terms hereof. The Lessee further covenants and agrees to pay Company X the actual cash value of any vehicle leased hereunder which may be confiscated, forfeited or seized by and duly constituted authority, or which is dealt with by the lessee contrary to the provisions of paragraph 10 of this agreement.

**13. DEFAULT AND TERMINATION:** Company X shall have the right to cancel and to terminate this agreement, with seven (7) days written notice to the Lessee, with respect to one or all of the vehicles covered hereby on the following ground, namely:

(a) For failure by the Lessee to pay any instalment hereunder when it shall become due.

(b) For a breach of any of the terms, covenants or conditions of this agreement by the Lessee.

(c) If the insurance in this agreement mentioned shall for any reason be cancelled in whole or in part.

In any such event or in the event a proceeding in bankruptcy, receivership or insolvency be instituted against the Lessee or Lessee's property, Company X shall have the right to immediate possession of a motor vehicle or motor vehicles covered by this lease and the Lessee shall immediately redeliver to Company X the said vehicles together with the Motor Vehicle Registration permit or permits pertaining thereto. In the event that Company X shall, by reason of the breach of any of the terms of this Agreement become entitled to the return of some one or more or all of the motor vehicles leased hereunder, then notwithstanding any terms or conditions herein contained, Company X at its sole discretion, in addition to any other remedy open to it, may at any time upon giving notice aforesaid take possession of any or all of the said vehicles without process of law, and the Lessee hereby authorizes and empowers Company X, its servants, agents or other representatives to enter on any of the Lessee's lands or premises, or any other place or places where any of the said motor vehicles may be found, for the purpose of taking possession thereof, and on the happening of such an event or events the Lessee hereby irrevocably appoints Company X, or any of its officers, as the Lessee's true and lawful attorney to execute such documents as may be necessary for the purpose of regaining possession of the said motor vehicles or any of them and the accessories attached thereto. The Lessee shall pay the costs of such repossession including transportation and storage charges.

In the event of premature lease termination the Lessee's liability to Company X for vehicle rentals is defined below as follows:

In the event the lease is terminated within the last three (3) months of the lease, the balance of the lease charges shall be paid by the Lessee to the Lessor. In the event the lease is terminated within the first three (3) months, the balance of the first three (3) months payments shall be paid to the Lessor by the Lessee.

In addition to these payments, the Lessee will be responsible for the difference between the maximum amount of lease liability and the wholesale value of the vehicle. The maximum amount of lease liability in the event of premature lease termination is set out in Schedule C. The Lessor shall sell the vehicle at wholesale in such commercially reasonable manner as Lessor shall determine. If the net amount received from such sale is less than the maximum amount of the Lessee liability, the total amount of such deficiency shall be paid by the Lessee to the Lessor.



**14. RETURN OF VEHICLES:** The Lessee shall deliver and return the vehicle or vehicles to the Lessor's place of business or as otherwise specified, in writing, by the Lessor. The Lessee agrees to return the vehicle at the end of the normal lease term and any extension thereof or upon earlier termination of the lease, in the same condition as when the vehicle was delivered, ordinary wear and tear and equipment installations and removal as set out in Schedule B excepted, or to pay an additional amount equal to the Lessor's cost of performing all repairs necessary in order that a vehicle Safety Standard Certificate can be issued in respect of the leased vehicle upon its return to the Lessor. The Lessee and Lessor, or their agents, shall inspect the returned vehicle and provide a jointly signed report on the condition of the vehicle. The Lessee hereby expressly acknowledges that:

a) the Lessee shall replace all broken glass and any glass in which there are pits, cracks or scratches;

b) the Lessee shall repair all metal damage both to the exterior and interior of the vehicle that is not considered normal wear and tear; (small scratches or paint chips and holes that were made from retrofitting shall be included in the definition of normal wear and tear) and

c) the Lessee shall permit no stains, tears or holes in the upholstery, carpets or other soft material in the trunk or interior of the vehicle, or, in the alternative, shall repair such damage if the same is present.

The items referred to in subparagraphs a), b) and c) of this paragraph do not constitute "ordinary wear and tear". Upon return of the leased vehicle, all mechanical components of the vehicle must be in tact and functioning properly within the manufacturer's specifications.

**15. CHOICE OF LAW:** This Agreement shall be construed according to the laws of the Province of Ontario and no action shall be brought against Company X to construe or enforce this Agreement or otherwise with respect to it except in the Courts of the Province of Ontario.

**16. INSTRUCTIONS:** The Lessee covenants and agrees with Company X that the motor vehicles leased hereunder will at all times be operated only in accordance with the schedules of instructions hereto attached and marked schedules which said schedules forms part of this agreement.

**17. ASSIGNMENT:** It is understood and agreed between the parties hereto that this Lease Agreement and Schedules is personal to the Lessee and may not under any circumstances be transferred or assigned by the Lessee to any other person, firm or corporation without the written consent of Company X.

**18. SCHEDULES:** The attached Schedule A (SCHEDULE OF VEHICLES LEASED) and Schedule B (REQUEST FOR PROPOSAL VEHICLE LEASING #20) and Schedule C (MAXIMUM AMOUNT OF LEASE LIABILITY PREMATURE LEASE TERMINATION) form part of this lease agreement contract. The parties acknowledge that the Request For Proposal and the Response To The Request For Proposal shall form part of this lease agreement contract.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

Thames Valley District School Board (Lessee)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

Company X. (Lessor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

## VEHICLE LEASING

## WORKSHEET E - CRITERIA AND WEIGHTING

ITEM #	CRITERIA	POINTS	SUB POINTS	COMMENTS	TIED TO WORKSHEET
<b>1.0</b>	<b>TOTAL COST OF OWNERSHIP</b>	<b>50</b>			
1.1	Price		50	Based on BPS formula	C1
<b>2.0</b>	<b>SPECIFICATIONS</b>	<b>20</b>			
2.1	Alarms Included		10	Bidder can install alarm systems.	B11
2.2	Depth of Offering		10	Bidder can supply a vehicle in every category.	B
<b>3.0</b>	<b>TERMS &amp; CONDITIONS OF LEASE AGREEMENT</b>	<b>10</b>			
3.1	Lease Agreement (Worksheet D)		5	Acceptance of TVDSB lease agreement.	A1.1
3.2	Leasing/Kilometre/Averaging		5	Acceptance of averaging.	A1.2
<b>4.0</b>	<b>SUPPORT, MAINTENANCE, SERVICE AND WARRANTY:</b>	<b>25</b>			
4.1	Warranty		5	Length of warranty.	A3.5, A3.6
4.2	Customer Support		5	Account representative.	A4.3, A4.3.1
4.3	Replacement vehicle		5	Willingness to substitute with replacement vehicle	A1.13
4.4	Locations of Supplier		5	Service locations.	A3.9
4.5	Maintenance Program Offered		5	Other maintenance.	A4.4
<b>5.0</b>	<b>IMPLEMENTATION</b>	<b>5</b>			
5.1	Delivery		5	Delivery Date.	A2
<b>6.0</b>	<b>ADMINISTRATION</b>	<b>15</b>			
6.1	Financial Stability		6		Schedule C
6.2	Freedom from Potential Liabilities		6		Schedule C
6.3	Quality of Proposal		3		
	<b>Total Points Overall</b>	<b>125</b>	<b>125</b>		