



TENDER

LEASE OF PROPERTY

#157

Issue Date: Monday, November 6, 2023
Issued by: The Thames Valley District School Board
#157

Stacey Shoemaker, Buyer

Return Date: prior to 12:00:00 noon local time Wednesday, November 22, 2023

**THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER FOR LEASE OF PROPERTY
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 160 schools with an estimated enrolment of 75,000 students.		
1.1	PURPOSE		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB to lease the properties shown in Appendix A subject to the conditions herein.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
2.1.1	The following words are used throughout this bid document and bidders should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean bidders "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean bidders "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the bidder(s) or the successful bidder(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a bidder who is compliant and has included the required information in their bid submission.		
2.1.1.6	BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		
2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The TVDSB may permit the bidder to correct a minor irregularity.		
2.2	IMPORTANT DATES		
2.2.1	ISSUE DATE: Monday, November 6, 2023.		
2.2.2	RETURN DATE and TIME: prior to 12:00:00 noon local time, Wednesday, November 22 2023.		
2.3	QUESTIONS		
2.3.1	All questions pertaining to this bid document are to be addressed to: Stacey Shoemaker, email s.shoemaker@tvdsb.ca no later than Tuesday, November 21, 2023. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered proponents. All questions pertaining to this bid document must be submitted in writing.		

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2.3.2	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above, may at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Stacey Shoemaker. The TVDSB will only be bound by written answers to questions .		
2.3.3	All Addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven days of the closing date, the date will be extended accordingly.		
2.4	SITE VISIT		
2.4.1	Bidders may view the property by contacting Stacey Shoemaker, by email s.shoemaker@tvdsb.ca to setup a date and time.		
3.0	CONTRACT TERM		
3.1	The term of this agreement shall be for one year, commencing on January 01, 2024 and unless otherwise provided herein, terminating on December 31, 2024.		
3.2	PRICING (LEASE FEE)		
3.2.1	Bidders must complete the pricing section in Worksheet C.		
3.2.3	Prices will remain in effect for the initial one (1) year term of the contract, commencing on January 01, 2024 and ending December 31, 2024.		
3.3	TAXES		
3.3.1	HST: Where applicable, Harmonized Sales Tax will be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	INVOICING/PAYMENT TERMS		
3.4.1	All payments must be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2. Attention: Accounts Payable.		
3.4.2	Certified cheques, payable to the Thames Valley District School Board must be payable immediately upon notification of award.		
3.4.3	No refunds will be given.		
3.4.4	Applicable taxes must be shown as separate line items on all invoices.		
3.4.5	The annual lease fee must be payable in one cheque dated January 1, 2024.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	A description of the properties available for lease is shown in Worksheet C and the site plan shown in Appendix A. Bidders must complete Worksheet C.		
4.2	The lease terms and conditions are shown in Worksheet B. Bidders must complete Worksheet B.		
5.0	TERMS AND CONDITIONS		
5.10	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supersede and invalidate all previous submissions by that bidder as it applies to this bid. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A bidder may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
5.1.5	The bidder must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable bidder.		

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5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if in the opinion of the TVDSB the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the bidder.		
5.1.8	The highest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.		
5.1.10	The TVDSB reserves the right to decline or to lease one site or all sites in this bid to one lessee or to multiple lessees.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful bidder's response to this bid will form the contract between TVDSB and the successful bidder(s). Any conflict in the wording of the bidder's agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the bidder's agreement.		
5.1.12	The successful bidder(s) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful bidder(s) must not, at any time, subcontract to anyone not approved by the TVDSB without written permission of the TVDSB.		
5.1.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.15	The successful bidder(s) will reimburse the TVDSB for any damages through negligence or wilful acts of any of the successful bidder(s)' employees or contracted staff.		
5.1.16	The TVDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.17	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		

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5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful bidder(s) for damages that result from the breach of the terms and conditions of the contract, by the successful bidder(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful bidder(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful bidder(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	In the event that the successful bidder(s) becomes insolvent, and/or the successful bidder(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful bidder(s) with another suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		
5.3.1	Proponents agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the proponent, intellectual property right of the proponent, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A proponent specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the proponent assigns all rights, titles and interests that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All proponents agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		
5.40	PRIVACY AND SECURITY STANDARDS FOR THE COLLECTION, USE AND RETENTION OF PERSONAL INFORMATION		
5.4.1	The successful proponent(s) is responsible to comply with Canadian and Ontario privacy legislation (MFIPPA, PIPEDA, PHIPA).		
5.4.2	The successful proponent(s) is responsible to ensure employees are trained on the appropriate use and safeguarding of personal information.		
5.4.3	The successful proponent(s) will collect personal information only as defined in the agreement and authorized by the board.		
5.4.4	The successful proponent(s) may only use personal information for the purpose defined by the agreement/board, and no other purpose.		
5.4.5	The successful proponent(s) acknowledges the personal information collected is owned by the board.		
5.4.6	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.		
5.4.7	For web-based services and where applicable, the successful proponent(s) must notify users when cookies are used as part of the provided service.		

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5.4.8	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.		
5.4.9	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.		
5.4.10	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.		
5.4.11	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.		
5.4.12	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.		
5.4.13	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.		
5.4.14	The successful proponent(s) performs regular security audits and/or threat risk assessments and will make available results upon request.		
5.4.15	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.		
5.4.16	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.		
5.4.17	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).		
5.4.18	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.		
5.5	ACCESSABILITY FOR ONTARIANS WITH DISABILITIES		
5.5.1	The successful bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm		
5.6	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.6.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Bidders wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.		
5.6.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.6.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.6.3.1	http://www.ilo.org		
5.7	COMMERCIAL LIABILITY INSURANCE		
5.7.1	The successful bidder(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each bidder must state if it has Commercial General Liability Insurance Coverage.		

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5.7.2	Each bidder should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.7.2.1	This liability policy shall contain the following coverage:		
5.7.2.2	Personal Injury & Property Damage		
5.7.2.3	Non-Owned Automobile Liability		
5.7.2.4	Owners and Contractors Protective Coverage		
5.7.2.5	Contractual Liability		
5.7.2.6	Broad Form Property Damage		
5.7.2.7	Products & Completed Operation Insurance		
5.7.2.8	Contingent Employees Liability		
5.7.2.9	Cross Liability Clause and Severability of Interest Clause		
5.7.3	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.7.4	The successful bidder(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or wilful acts on the part of the successful bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
5.8	CANADA'S ANTISPAM LEGISLATION		
5.8.1	Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the TVDSB. This also extends to communications sent on the TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the TVDSB to liability.		
6.0	BID SUBMISSION		
6.1	BIDDER'S RESPONSE GUIDE		
6.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, bidders should use the same numbering format, as on this bid document.		
6.1.2	The bid submission must include:		
6.1.3	Signed copies of all Worksheets: A, B and C in .pdf format.		
6.1.4	All bid documents should be submitted to Stacey Shoemaker at s.shoemaker@tvdsb.ca		
6.2	AWARD AND NOTIFICATION OF CONTRACT		
6.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
6.2.1.1	www.tvdsb.ca		
6.2.1.2	click on "I'D LIKE TO"		
6.2.1.3	click on "Go to Purchasing"		
6.2.1.4	click on "Bids"		

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6.2.1.5	"Electronic Bidding Instructions, Bid Download and Bid Results",		
6.2.1.6	Scroll to the end of the document, click		
6.2.1.7	"Proceed to inquiry/download page".		
6.2.1.8	Proceed to the Bid, click		
6.2.1.9	"Results - Check Mark"		
6.2.1.10	View documents in PDF format.		
6.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
	Stacey Shoemaker Purchasing Services	Lori-Ann Pizzolato Chairperson	
7.1	BID WORKSHEETS		
7.1.1	The file contains the following worksheets:		
7.1.1.1	Worksheet A: Terms and Conditions in Excel format - Electronic response required.		
7.1.1.2	Worksheet B: Lease Terms in Excel format - Electronic response required.		
7.1.1.3	Worksheet C: Pricing in Excel format - Electronic response required.		
7.1.1.4	Worksheet D: Appendix A - No response required.		
7.1.2	Complete the worksheets and email to Stacey Shoemaker s.shoemaker@tvdsb.ca.		
7.1.3	Do not convert the worksheets to a different file format (i.e. Word, .pdf, etc.). They must be uploaded to us in Excel format.		
7.1.4	Do not modify the Excel files by adding or deleting rows or columns, etc.		
7.2	RETURN DATE		
7.2.1	RETURN DATE and TIME: prior to 12:00:00 noon local time, Wednesday, November 22 2023.		
8.0	SIGNATURE PAGE		
8.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
8.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
8.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
8.4	NAME (Please print):		
8.5	TITLE:		
8.6	SIGNATURE:		
8.7	FIRM NAME:		
8.8	State the legal entity that your organization operates under:		
8.8.1	Proprietorship		
8.8.2	Partnership		
8.8.3	Corporation		
8.9	If your organization is incorporated, bidders must state the jurisdiction in which the corporation was originally incorporated in:		
8.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
8.9.2	E-MAIL ADDRESS:		
8.9.3	ADDRESS:		
8.9.4	INTERNET ADDRESS:		
8.9.5	TELEPHONE NO.:		
8.9.6	FAX NO.:		

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8.10	If subcontracting , bidders must provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the bidder enters into a contract(s) with to carry out any portion of this contract:		
8.10.1	Firm Name:		
8.10.2	Firm Address:		
8.10.3	Telephone Number:		
8.10.4	Fax Number:		
8.10.5	E-MAIL ADDRESS:		

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**THAMES VALLEY DISTRICT SCHOOL BOARD
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WORKSHEET B - LEASE TERMS**

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	LEASE TERMS AND CONDITIONS		
B1	The Lessee covenants that he will not do or permit to be done on the said premises anything which may be annoying to the Lessor, or which the Lessor may deem to be a nuisance, and that the Lessee will use and occupy the said premises as a farmland and will not carry on or permit to be carried on therein any trade or business other than that of farming.		
B2	The Lessee covenants with the said Lessor to pay rent; and to keep up fences; and not to cut down timber; and will not sublet without leave, and such consent may, notwithstanding the provisions of Section 23 of Chapter 232 of the Revised Statutes of Ontario 1980, be arbitrarily refused by the Lessor in his sole and uncontrolled discretion.		
B3	Will not carry on upon the said premises any business that may be deemed a nuisance.		
B4	Provided also that the Lessor may place upon the said premises at any time during the said term a notice that the said premises are for sale, and within three months prior to the termination of the said term may place a notice on the said premises that they are to be let, and the Lessee agrees that he will not remove such notices, or permit them to be removed.		
B5	The said Lessee does hereby further covenant and agree with the said Lessor that the said Lessee will during the said term keep down all noxious weeds and grasses and will pull up or otherwise destroy all docks, red roots, wild mustard, wild oats, twitch grass, or Canada thistles, which shall grow upon the said premises, and will not sow or permit to be sown any grain containing any seed of any noxious weeds or grasses, or docks, red roots, wild mustard, wild oats, twitch grass or Canada thistles, and will not suffer or permit any such foul weeds or grasses to go to seed on the said premises.		
B6	And will keep the mouths of all under drains, if any, on the said premises open and free from obstruction and in good running order at all times during the said terms, and will not suffer or permit such drains, or the water-courses in any open ditches on said premises to become obstructed, but will constantly keep the said free and clear, for the escape of the water flowing therein.		
B7	The Lessee agrees to relieve and indemnify the Lessor from any and all liability arising out of the ownership of the aforesaid lands and premises from any and all claims made by invites and licenses of the Lessee or trespassers upon the said lands and premises during the term herein before stated or any extension thereof.		
B8	The Lessee covenants and agrees to comply with all municipal by-laws applicable to the occupation and/or use of the demised land.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
	LEASE TERMS AND CONDITIONS		
B9	The parties hereto agree that if the Lessor requires the use of the lands prior to the Lessee actually planting crops or spraying fertilizer or weed spray, the Lessor is only financially liable to refund in full any rents that have been paid but shall not be liable for any perceived loss or damages the Lessee may claim due to the Lessee being unable to work the lands. In the event that the Lessee had performed pre-planning work but as of the date of termination has not planted crops, then the Lessor shall be liable only for those costs which the Lessee can verify with documentation and shall not include the cost of seed or materials purchased but not yet used, nor the cost of perceived damages stated above.		
B10	The parties hereto agree that if the Lessor requires the use of the lands herein before crops are harvested, crop damage is to be awarded on the basis of an estimate made by a crop evaluator of the Ministry of Agriculture and Food for the Province of Ontario and compensation will be paid accordingly.		
B11	Proviso for re-entry by the said Lessor on non-payment of rent or non-performance covenants.		
B12	Provided also that the case of a seizure or forfeiture of the said term for any of the causes herein set forth, the Lessor shall have the same right of re-entry as is given under the next proceeding proviso.		
B13	Provided that notwithstanding anything herein contained the Lessor's right of entry hereunder for non-payment of rent or non-performance of covenants shall be come exercisable immediately upon default being made.		
B14	The said Lessor covenants with the said Lessee for quiet enjoyment.		
B15	It is agreed between parties hereto that every covenant proviso, and agreement herein contained shall be construed as being join and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.		
Rental Taxes			
B16	The Tenant will pay to the Landlord the Rental Taxes assessed on: (a) Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension thereof.		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER - LEASE OF PROPERTY
WORKSHEET B - LEASE TERMS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
	LEASE TERMS AND CONDITIONS		
	Rent Past Due		
B17	If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.		
	Tenant Indemnity		
B18	The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to loss of property: (a) arising out of any occurrence in or about the Premises occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (b) arising from any breach by the Tenant of any provision of this Lease.		
	Assignment/Subletting		
B19	The Tenant shall not affect any Transfer without the prior written consent of the Landlord, which may be unreasonably withheld.		
	Entire Agreement		
B20	There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.		
B21	Sale of Property		

FIRM NAME: _____

SIGNATURE: _____

THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER - LEASE OF PROPERTY
WORKSHEET B - LEASE TERMS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
	LEASE TERMS AND CONDITIONS		
	Should TVDSB wish to sell the Property or any part thereof during the Term, this Lease may be terminated by TVDSB at any time upon six (6) months' prior written notice, and the Tenant will, at the expiration of the time limited by said notice December 31, 2024, peaceably and quietly give up possession of the Property to TVDSB; provided that, if at the End Date, the Tenant has been unable, in the normal course, to harvest any of the crops planted on the Property, the Tenant shall be entitled to be reimbursed for the value of said crops. The parties shall negotiate, in good faith, the value of said crops (to the extent TVDSB is obligated to reimburse the Tenant therefor); provided that, either party may request arbitration in accordance with section B22 hereof if it is the view that a negotiated resolution is unlikely.		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER - LEASE OF PROPERTY
WORKSHEET B - LEASE TERMS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
	LEASE TERMS AND CONDITIONS		
B22	Arbitration		
B22.1	Any dispute, controversy or claim arising under, out of or relating to this Lease shall be finally settled by arbitration. Any party may initiate arbitration within a reasonable time after any such dispute, controversy or claim has arisen, by delivering a written demand for arbitration on the other party. The arbitration shall be conducted in accordance with the <i>Arbitration Act</i> (Ontario). The arbitration shall take place in London, Ontario and shall be conducted in English.		
B22.2	The arbitration shall be conducted by a single arbitrator having no financial or personal interest in the business affairs of either of the parties. The arbitrator shall be appointed by agreement of the parties, or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Superior Court of Justice sitting in London, Ontario upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if he or she so desires. Absent agreement or an award in the arbitration to the contrary, the arbitration fees and expenses shall be shared and paid by the parties equally.		
B22.3	The arbitrator shall have the authority to award any remedy or relief that a court or a Judge of the Superior Court of Justice of Ontario could order or grant in accordance with this Lease, including specific performance of any obligation created under this Lease, the issuance of an interim, interlocutory or permanent injunction, or the imposition of sanctions for abuse or frustration of the arbitration process.		
B22.4	The arbitral award shall be in writing, stating the reasons for the award and be final and binding on the parties with no rights of appeal. The award may include an award of costs, including reasonable legal fees and disbursements and fees and expenses of the arbitrator. Judgment on the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.		

FIRM NAME: _____

SIGNATURE: _____

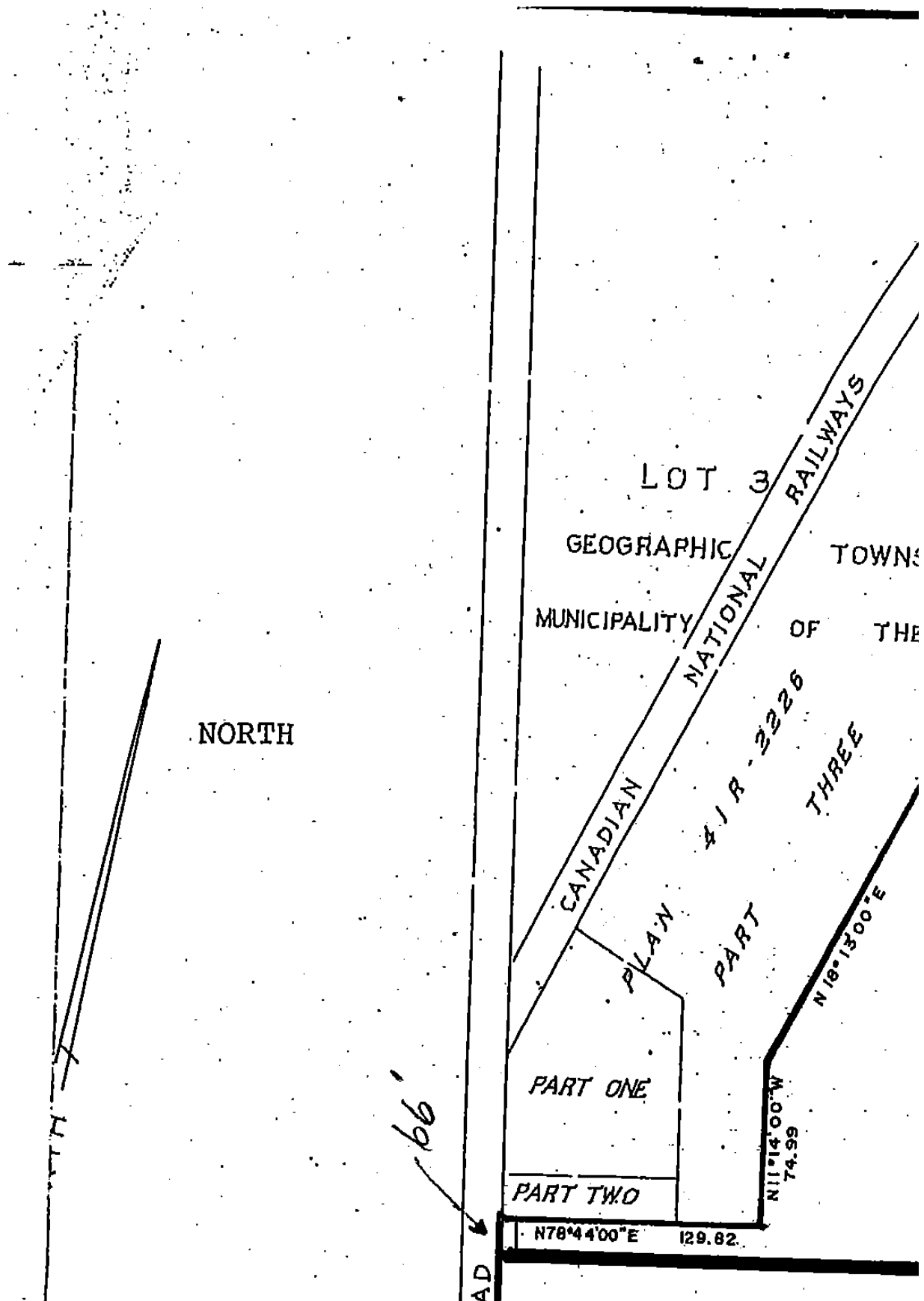
**THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER - LEASE OF PROPERTY
WORKSHEET C - PRICING**

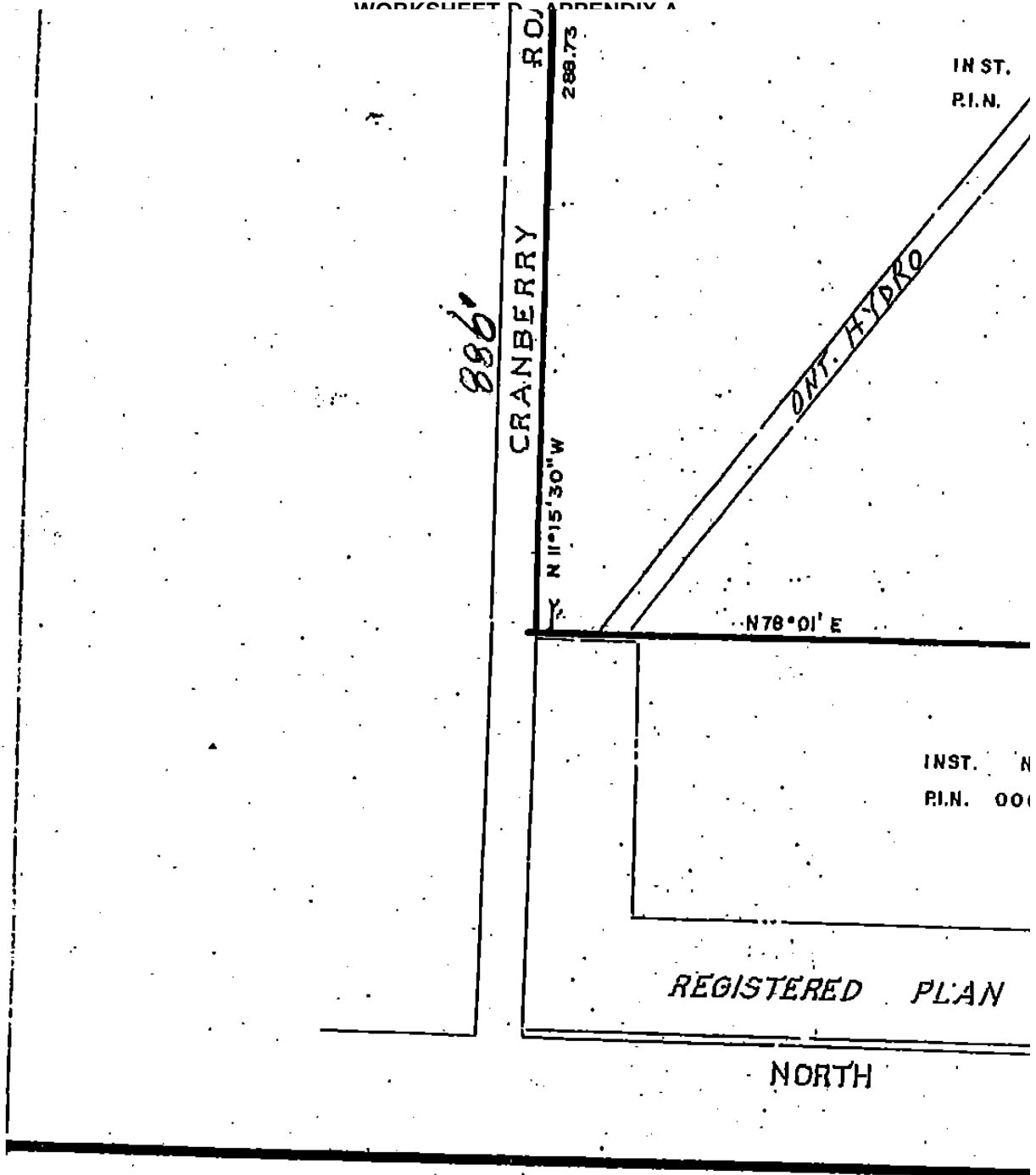
ITEM NO.	TERMS AND CONDITIONS	Price per Year	COMMENT
	Worksheet C - Properties for Lease - Pricing		
C1.0	Property 1		
C1.1	The TVDSB is interested in responses which will result in the lease of Part of Lot 3, Concession 10, on the east side of Cranberry Road, north of North Street in the Town of Tillsonburg, consisting of 60 acres of arable land, more or less. A site plan is shown in Appendix A.		
C1.2	The term of this agreement shall be for 12 months commencing on January 01, 2024 and unless otherwise provided herein, terminating on December 31, 2024.		

NAME:_____

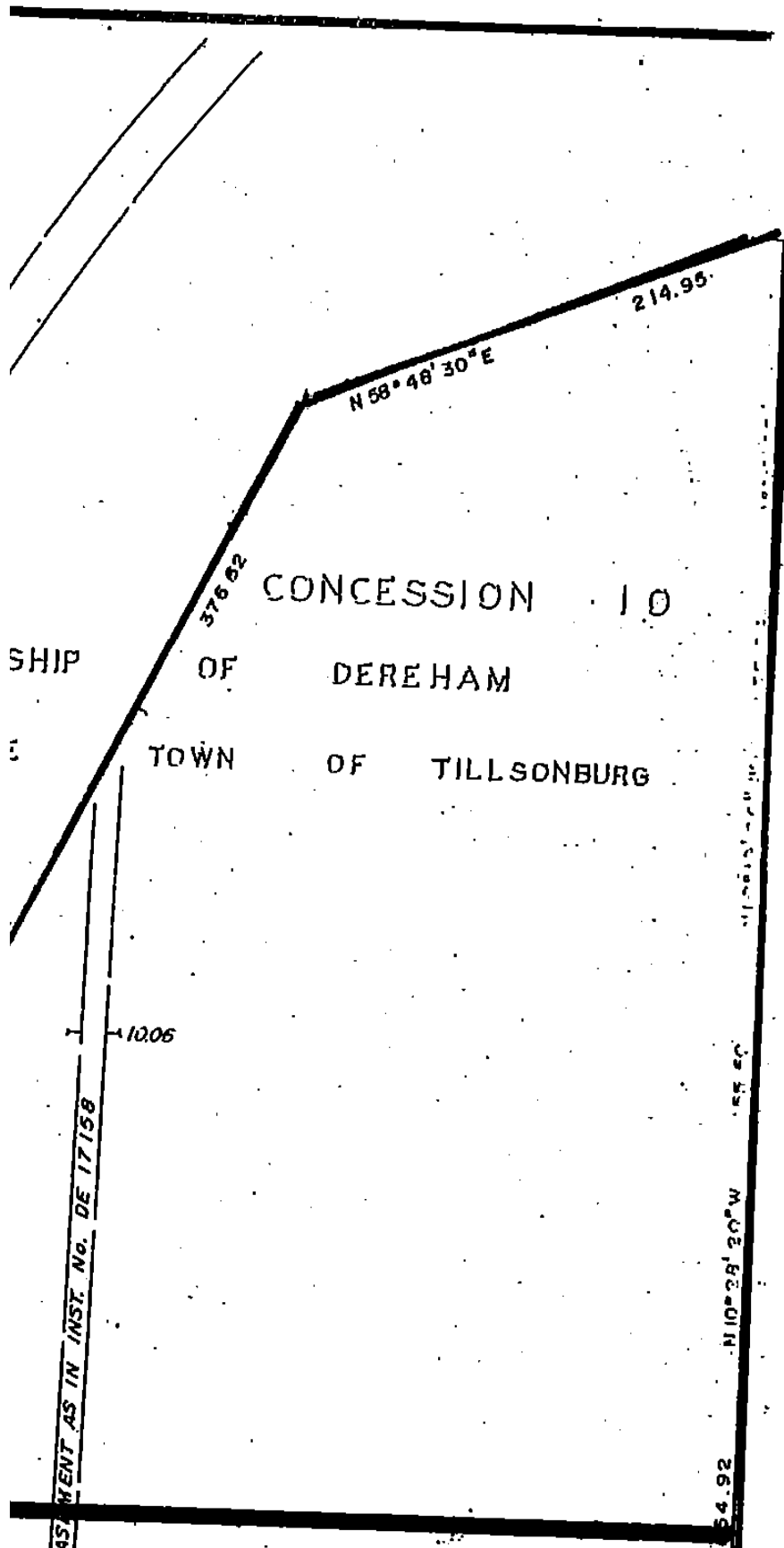
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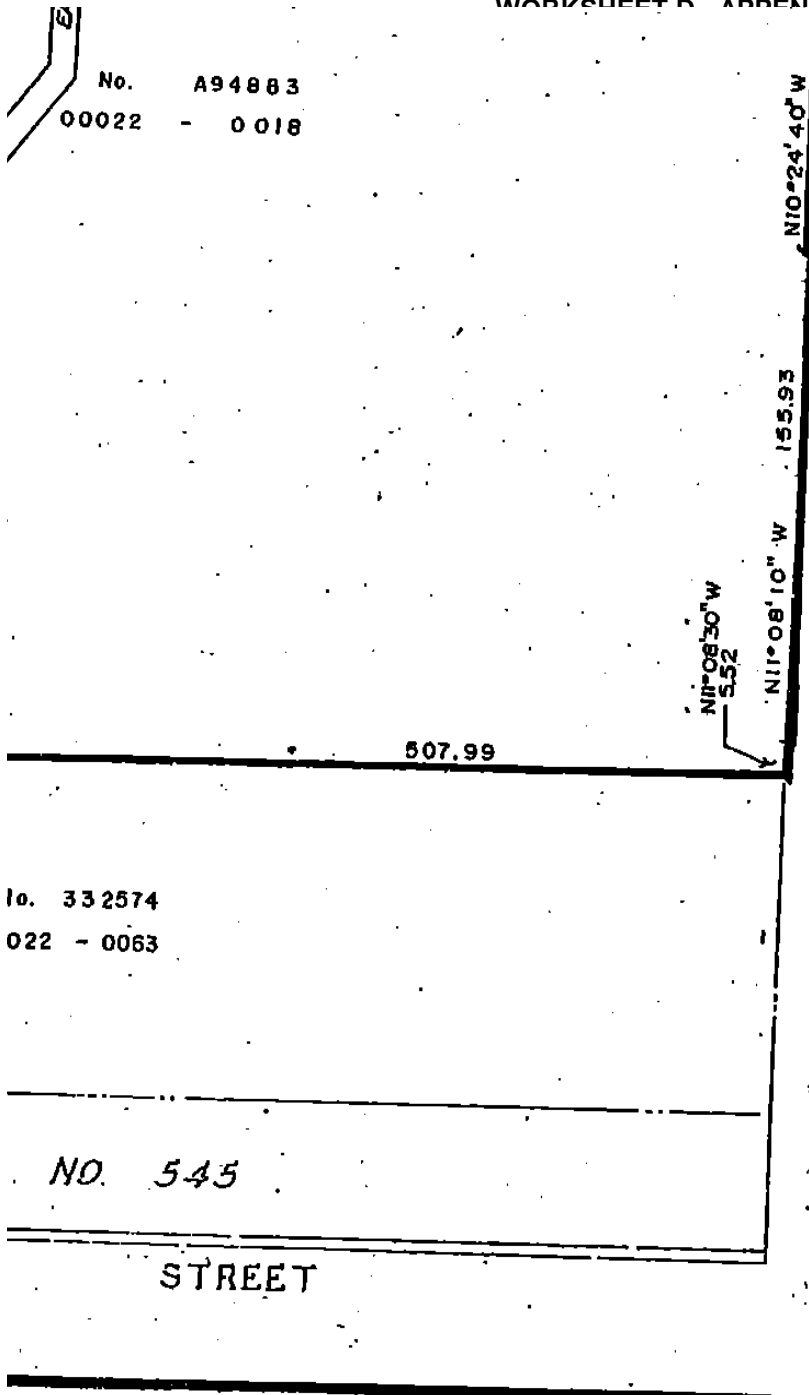
THAMES VALLEY DISTRICT SCHOOL BOARD
2023 TENDER FOR LEASE OF PROPERTY
WORKSHEET D - APPENDIX A





SCHEDULE "B" — PREISTER sale to IAN LINTON (IN THE





retain 3'

1676,

retain 34 acre

886' X 1676

TRUST)
L.S.P.
J.M.P.

THAMES VALLEY DISTRICT SCHOOL BOARD
2023 TENDER FOR LEASE OF PROPERTY
WORKSHEET D - APPENDIX A

4 acres

10

11
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