



REQUEST FOR TENDER

LEASE OF PROPERTIES

#157

Issue Date: Tuesday, November 30, 2010
Issued by: The Thames Valley District School Board
#157

Cheryl MacKenzie, Buyer

Return Date: prior to 12:00:00 noon local time Tuesday, December 21, 2010

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 Thames Valley District School Board is one of the largest public school boards in the province of Ontario. The TVDSB is the employer of approximately 8,000 staff and operates 178 schools with an estimated enrolment of 72,000 students. The TVDSB is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford.		
1.10	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 Worksheet B, Appendix A and Appendix B subject to the conditions herein.		
2.0	BID DEFINITIONS AND INFORMATION		
2.10	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.		
2.20	STRUCTURE OF THIS BID		
2.2.1	Bidders must use the electronic bidding file (setup.exe) which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board"		
2.2.1.3	"Purchasing"		
2.2.1.4	"Bids"		
2.2.1.5	Scroll to the end of the document, click		
2.2.1.6	"Proceed to inquiry/download page".		
2.2.1.7	Proceed to the bid, click		
2.2.1.8	The name of the bid "Properties for Lease".		
2.2.1.9	The file contains the following:		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
2.2.1.10	Worksheet A: Terms and Conditions in Excel format		
2.2.1.11	Worksheet B - Lease Terms in Excel format		
2.2.1.12	Worksheet C: Properties and Pricing in Excel format		
2.2.1.13	Appendix A: Site Plan 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.		
2.2.1.14	Appendix B: 16.3 acres of land located at Part Lot 8, Concession 12, Tillsonburg.		
2.3	RETURN LOCATION		
2.3.1	Sealed bid submissions must be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		
2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.3- Labelling of Envelope.		
2.3.9	The bid submission must be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the bidder.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the bidder, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: December 01, 2010		
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time Tuesday, December 21, 2010		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Cheryl MacKenzie, by Fax (519) 452-2399 or email c.mackenzie@tvdsb.on.ca. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered bidders. All questions pertaining to this bid document must be submitted in writing.		
2.5.2	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: Cheryl MacKenzie. The TVDSB will only be bound by written answers to questions .		
2.5.3	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.1.		
2.5.4	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.		
2.6	SITE VISIT		
2.6.1	Bidders may view the property by contacting Cheryl MacKenzie, by phone (519)452-2000 extension 20477, by Fax (519) 452-2399 or by email c.mackenzie@tvdsb.on.ca to setup a date and time		
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for one year, commencing on January 01, 2011 and unless otherwise provided herein, terminating on December 31, 2011.		

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3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of up to 3 years in one (1) year increments and will advise the bidder in writing of their intentions, no later than 60 days prior to December 31.		
3.1.3	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a second year ending December 31, 2012 subject to an increase in price not to exceed 5%.		
3.1.4	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third year ending December 31, 2013 subject to an increase in price not to exceed 5%..		
3.2	PRICING (LEASE FEE)		
3.2.1	Bidders must complete the pricing section in Worksheet C.		
3.2.2	Bidders must print and sign Worksheets.		
3.2.3	Prices will remain in effect for the initial one (1) year term of the contract, commencing on January 01, 2011 and ending December 31, 2011.		
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	Cash or Certified cheques, payable to the Thames Valley District School Board will be required 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 will be payable in one cheque dated January 1 of each year.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	A description of the properties available for lease is shown in Worksheet C and the site plans shown in Appendix A & B. 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.		
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.		

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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		
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).		

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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	Bidders 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 bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A bidder 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 bidder 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 bidders 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.		
5.4	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.4.1	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.		
5.4.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.4.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.4.3.1	http://www.ilo.org		
5.5	COMMERCIAL LIABILITY INSURANCE		
5.5.1	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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5.5.2	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.		
5.5.2.1	This liability policy shall contain the following coverage:		
5.5.2.2	Personal Injury & Property Damage		
5.5.2.3	Non-Owned Automobile Liability		
5.5.2.4	Owners and Contractors Protective Coverage		
5.5.2.5	Contractual Liability		
5.5.2.6	Broad Form Property Damage		
5.5.2.7	Products & Completed Operation Insurance		
5.5.2.8	Contingent Employees Liability		
5.5.2.9	Cross Liability Clause and Severability of Interest Clause		
5.5.3	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.		
5.5.4	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.		
5.6	ENVIRONMENT		
5.6.1	Bidder(s) must include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		
6.0	BIDDER PROFILE		
6.1	REFERENCES		
6.1.1	New bidders should provide a minimum of three references. The reference should contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		

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6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		
7.0	BID SUBMISSION		
7.1	BIDDER'S RESPONSE GUIDE		
7.1.1	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.		
7.1.2	The bid submission must include:		
7.1.2.1	Printed and signed copies of all Worksheets: A, B and C.		
7.1.3	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.3 Labelling Instructions).		
7.1.4	Bidders' submissions should include page numbers for ease of reference by committee members.		
7.1.5	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.6	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		
8.0	AWARD		
8.1	EVALUATION PROCESS		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:		
8.1.3.1	Price		
8.1.3.2	Compliance with Specifications		
8.1.4	Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.		
8.1.5	The determination of equal quality will be based on our internal professional opinions.		
8.1.6	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie bidders will be entered into the draw. All parties will have representation when the draw takes place.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	www.tvdsb.ca		
8.2.1.2	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	"Electronic Bidding Instructions, Bid Download and Bid Results",		
8.2.1.6	Scroll to the end of the document, click		
8.2.1.7	"Proceed to inquiry/download page".		
8.2.1.8	Proceed to the Bid, click		

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8.2.1.9	"Results - Check Mark"		
8.2.1.10	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
Cheryl MacKenzie Purchasing Services		Terry Roberts Chairperson	
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB Web Site at www.tvdsb.ca		
9.1.2	Click "Board"		
9.1.3	Click "Purchasing"		
9.1.4	Click "Bids"		
9.1.5	Read "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"		
9.1.6	Click "Proceed to Inquiry/Download page"		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		
9.2	PRINTING COPIES OF BID DOCUMENTS		
9.2.1	To print a working copy of any bid document - Click on the "name of the Bid" to print documents in PDF format.		
9.3	LABELLING OF ENVELOPE		
9.3.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.3.2	From - Company Name & Address		
9.3.3	To: OFFICE OF THE TENDERS CLERK		
9.3.4	Thames Valley District School Board		
9.3.5	EDUCATION CENTRE,		
9.3.6	1250 Dundas Street,		
9.3.7	LONDON, Ontario		
9.3.8	N5W 5P2		
9.3.9	Lease of Properties		
9.3.10	Bid #157		
9.3.11	RETURN DATE and TIME: prior to 12:00:00 noon local time Tuesday, December 21, 2010		
10.0	SIGNATURE PAGE		
10.10	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.20	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.		
10.30	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.40	NAME (Please print):		
10.50	TITLE:		
10.60	SIGNATURE:		
10.70	FIRM NAME:		
10.80	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.90	If your organization is incorporated, bidders must state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		

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10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	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:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

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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 Statues of Ontario 1980, be arbitrarily refused by the Lessor in his sole+B10 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 any 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.		

FIRM NAME: _____

SIGNATURE: _____

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.		
Rent Past Due			

FIRM NAME: _____

SIGNATURE: _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
LEASE TERMS AND CONDITIONS			
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.		

FIRM NAME: _____

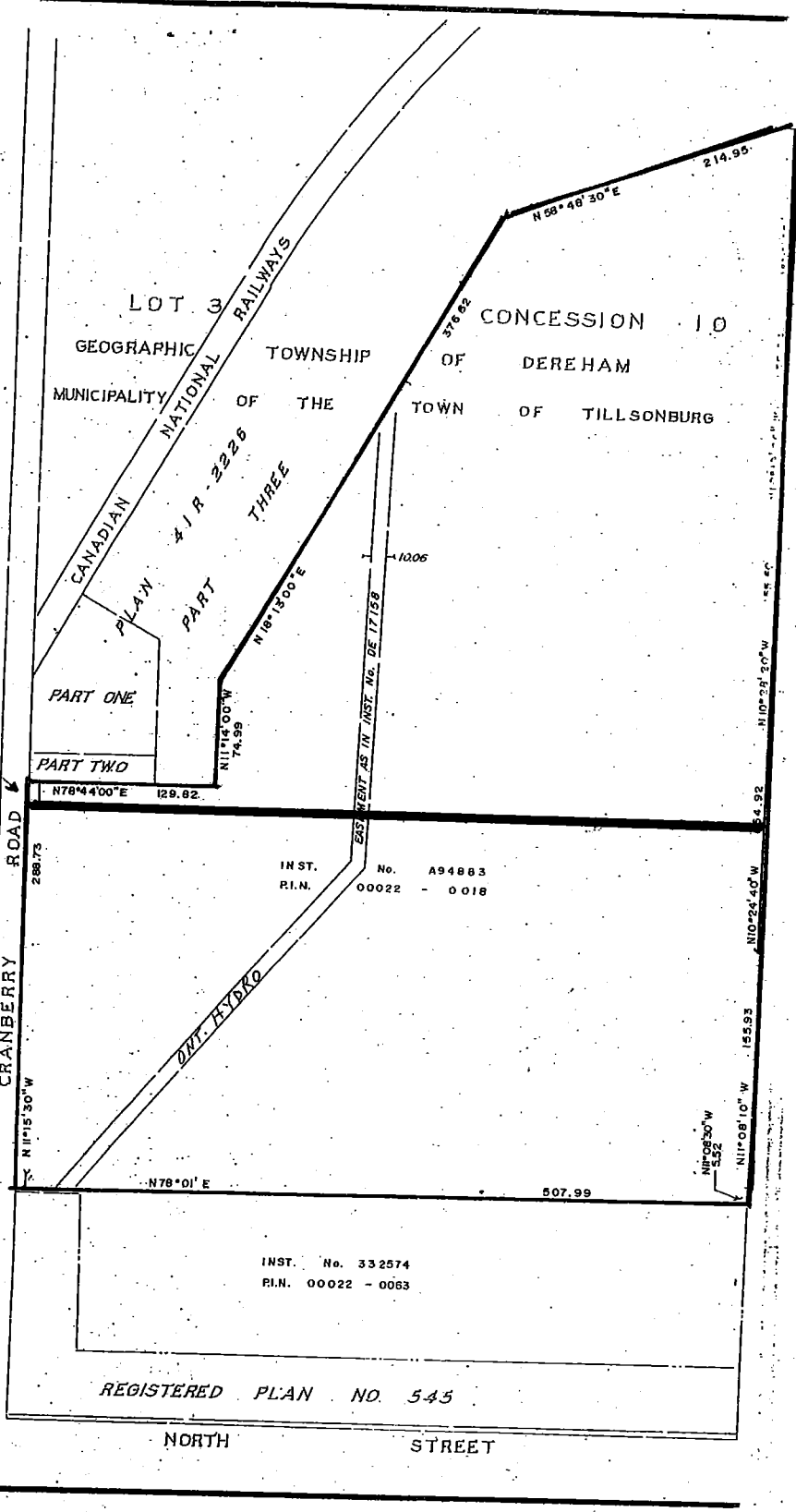
SIGNATURE: _____

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, 2011 and unless otherwise provided herein, terminating on December 31, 2011.		
C2.0	Property 2		
C2.1	The TVDSB is interested in responses which will result in the lease of 16.3 acres of land located at Part Lot 8, Concession 12, Tillsonburg. A site plan is shown in Appendix B.		
C2.2	The term of this agreement shall be for 12 months commencing on January 01, 2011 and unless otherwise provided herein, terminating on December 31, 2011.		

NAME: _____

SIGNATURE: _____

NORTH



66'

886'

retain 34 acres

1676,

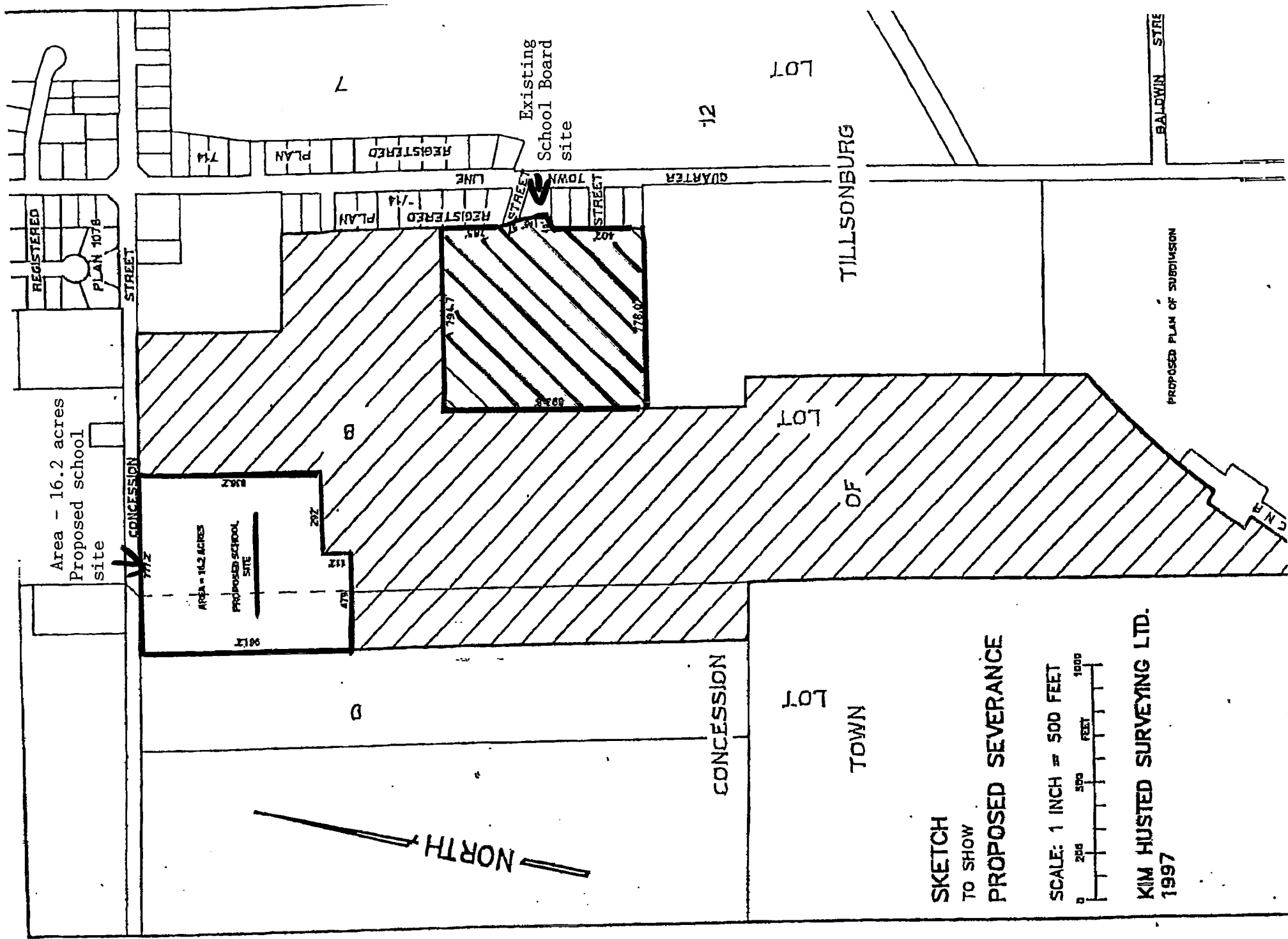
retain 34 acres

886' x 1676'

SCHEDULE "B" — PREISTER sale to IAN LINTON (IN TRUST)

L.S.P.
 J.M.P.

SCHEDULE "A"



Area - 16.2 acres
Proposed school
site

CONCESSION

Area = 16.2 ACRES
PROPOSED SCHOOL
SITE

836.2

B

D

NORTH

Existing
School Board
site

12

LOT
TOWN

TILLSONBURG

LOT

KIM HUSTED SURVEYING LTD.
1997

SKETCH
TO SHOW
PROPOSED SEVERANCE

SCALE: 1 INCH = 500 FEET



PROPOSED PLAN OF SUBDIVISION

BALDWIN STRE