



REQUEST FOR QUOTATION

The Town of Goderich is seeking proposals from qualified individuals or businesses to provide for the lease of 165 acres of mostly untilled agricultural land at the following location:

**Goderich Regional Airport
33874 Airport Road, Goderich, ON N7A 3Y2**

Date of Issue: November 29, 2024

Closing Information:

Date: December 20, 2024

Time: 1:00 PM Local Time

Location: Town of Goderich Municipal Office
57 West Street
Goderich, ON N7A 2K5

Background Information

The Town of Goderich owns the agricultural land at the Goderich Regional Airport located at 33874 Airport Road, Goderich, Ontario. The agricultural land is approximately 165 acres, mostly untilled, representing roughly 50% of the Airport's total area.

It is the intention to continue to have this said parcel farmed for the foreseeable future. The Town of Goderich is therefore seeking Request for Quotations from interested bidders for the lease of Town owned agricultural land, located at 33874 Airport Line, Goderich, to occupy and use for agricultural and related purposes only. Two maps of the said agricultural land are attached.

The Town plans to lease such parcel of land in accordance with the terms of a 3-year lease agreement. The lease agreement will confirm that the Town of Goderich shall not be financially responsible for any crop damage on the subject lands and that a set amount for liquidated damages will be paid to compensate for lost crops in the event that the lease is terminated prematurely by the Town of Goderich.

The Town of Goderich makes no representation as to the immediate suitability for farming or the condition of the soil.

Quotations must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All bids submitted under Request for Quotation RFQ - Airport Agricultural Lands must be clearly marked as follows:

Airport Agricultural Land for Lease
Request for Quotation RFQ – Airport Agricultural Lands
Attention: Andrea Fisher, Director of Legislative Services/Clerk
Corporation of the Town of Goderich
57 West Street, Goderich, Ontario N7A 2K5

Faxed submissions provided by any bidder will be a breach of the Request for Quotation and will result in the total rejection of any quotations received, or to be received from such bidder in any form, under this Request for Quotation.

The Town of Goderich may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation. Any addenda issued after the posting of this Request for Quotation will be published on the website www.goderich.ca at the following address: <https://www.goderich.ca/en/doing-business/bidsandtenders.aspx>

It is the sole responsibility of the bidder to review and respond to published addenda issued following the issuance of this Request for Quotation in their submissions. If addenda are issued prior to two days of closing this Request for Quotation, the closing date of this Request for Quotation may be adjusted accordingly. Bidders must submit requests for clarification or questions by email to the Director of Community Services, Infrastructure & Operations, on or before December 16, 2024 (sthomas@goderich.ca).

It is expected that the successful bidder will be recommended to the Town's Council for approval on January 13, 2025 and the lease agreement will be signed and effective from January 14, 2025.

It is the responsibility of the contractor to review the site and satisfy themselves with existing conditions prior to submission of their bid.

The Town of Goderich shall be exempt for any liability for costs incurred by unsuccessful Proponents in preparation of the bids.

RETURN THIS QUOTATION
APPENDIX B – BIDDER IDENTIFICATION SHEET
AIRPORT AGRICULTURAL LAND FOR LEASE
(MUST BE RETURNED WITH QUOTATION)

Company, Partnership or Sole Proprietor Name	
Address	
Contact Name/Title	
Telephone Number	
Email Address	

Addendum/Addenda ___ to ___ inclusive related to this Request for Quotation hereby forms part of the Call for Bids. Failure to acknowledge Addendum/Addenda shall result in the Bid being declared non-compliant.

I/We _____ the undersigned offer to lease the said Agricultural land at the price and conditions hereon offered, for a 3-year term:

Signing Authority Name: _____

Proponent or Signing Official Signature: _____

Date: _____

QUOTATION SUBMISSION LABEL

APPENDIX C – DELIVERY LABEL

(MUST BE RETURNED WITH QUOTATION AFFIXED TO THE OUTSIDE OF THE ENVELOPE, IF NOT SENT BY E-MAIL)

Bidder Delivery Label

From: _____

Address: _____

Contact: _____

Telephone: _____

Deliver To:

The Corporation of the Town of Goderich
Request for Quotation RFQ – Airport Agricultural Lands
Airport Agricultural Land for Lease
Attention: Andrea Fisher, Director of Legislative Services/Clerk
57 West Street, Goderich, ON N7A 2K5

INSTRUCTIONS

1. Late bids shall be rejected.
2. The Bidder shall initial all erasure or corrections in this bid.
3. All bids shall be returned, as instructed, **no later** than the aforesaid closing time and date.
4. The Request for Quotation Form shall be signed by a duly authorized signing official in the space provided. Bids not signed shall result in a non-compliant bid.
5. Award of the Bid submission shall be by a Lease Agreement.
6. Addendum/Addenda related to this bid hereby forms part of the Call for Bids. Failure to acknowledge addendum/addenda shall result in the bid being declared non-compliant.
7. The Corporation of the Town of Goderich reserves the right to accept or request all or part of any bid and also reserves the right to accept other than the highest Bid submission and/or to cancel this Call for Bids at any time.
8. Submissions under this Request for Quotation must include the following three (3) items:
 - a. Appendix A – Pricing Summary Sheet
 - b. Appendix B – Bidder Identification Sheet
 - c. Appendix C – Delivery Label (If Bid submission is not emailed)

TERMS AND CONDITIONS

1. The Bidder agrees to deliver and/or completely perform all services, goods, materials, equipment, or work within the contracted time period or immediately as the case may be.
2. The Bidders understand that the bid price quoted shall be irrevocable for a period of **sixty (60) working days**.
3. Unless otherwise indicated herein the prices quoted in this bid request shall be payable in Canadian dollars. The price(s) quoted shall remain firm for the term of the contract. Harmonized Sales Tax (HST), if applicable, shall be shown as a separate item.
4. The successful Bidder shall comply with all federal, provincial and municipal legislation regarding transportation of dangerous goods, environmental protection, workplace health and safety, construction safety, and provision of Material Safety Data Sheets (MSDS) in the performance or delivery of the contracted goods or services. Where applicable, the supplier/contractor must submit all necessary documentation for liability insurance, vehicle insurance, and Workplace Safety and Insurance Board (WSIB) coverage. Failure to comply with any of the above conditions will result in the cancellation of the contract.
5. The Town shall have the right to cancel at any time any contract or any part of the contract resulting from the lease agreement based on this quotation request, in the respect of the goods, materials, articles or equipment, work or service covered thereby not delivered or performed at that time, without incurring any liability whatsoever in respect thereto.
6. The parties agree that corn shall not be a permitted crop under the Lease and that beans and wheat are preferred crops. Other crop(s) may be permitted if agreed by both parties in writing.
7. No oral arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this bid request, will be considered binding, and every notice, advice or other communication, pertaining thereto, must be in writing and signed by a duly authorized person.
8. The successful Bidder shall save, defend, keep harmless and fully indemnify The Town and its servants employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Town, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied, or the supplying thereof, or work or services, performed, or the performing thereof, pursuant to a lease agreement based on this quotation request, or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles or equipment, or in performing such work or services, or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

9. In the event that the Bidder fails or neglects to comply with any of the conditions set out in this bid request, or, if in the judgment of the Town, fails to provide sufficient resources to perform or deliver the contracted goods or services, any contract resulting from an official purchase order or lease agreement based on this quotation request may be unconditionally cancelled by The Town without prior notice.
10. Any contract with the Town resulting from a lease agreement on this bid request is entered into on the part of the Town in full faith that no employees of The Town have any interest whatsoever therein, save as expected under Information for Bidders.
11. Any person or corporation contracting with the Town pursuant to a lease agreement based on this bid request, their representatives and assigns, shall forfeit all claims under the contract, and for all work done, or materials, goods, wares or merchandise furnished under it, if it shall appear that an employee of The Town is at any time given or agreed to be given an interest therein.
12. Upon acceptance of the Bid, or any part thereof, by the Town, either by a lease agreement or otherwise, the successful Bidder shall, if requested by the Solicitor for the Town so to do, execute and enter into a formal contract that is satisfactory to the Solicitor for the Town.
13. The successful bidder shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Town of Goderich (and add the Town as additional insured) covering farm operations with:
 - a. a limit of liability not less than \$5,000,000 inclusive for any one insurance which includes environmental pollution liability for injury or damage arising from farming operations on or off the lands;
 - b. insurance not less than \$2,000,000 against liability for bodily injury and property damage caused by vehicles or equipment owned by the successful bidder;
14. The successful bidder shall submit to the Owner, a recent WSIB Clearance (if required) prior to starting to work.
15. The successful bidder shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the police and fire departments, or other governmental authorities, and all C.S.A. approvals, if required.
16. The successful bidder shall comply with all health and safety requirements established by the Occupational Health and Safety Act (Ontario).
17. It is the responsibility of the successful bidder to work in a safe and orderly manner so as not to constitute any safety hazards, in accordance with the Occupational Health and Safety Act (Ontario).
18. Accessibility for Ontarians with Disabilities Act: Bidder will provide the Town upon request with documentation indicating that training in accordance with the

requirements of Regulation 429/07 has been provided to all of their staff who will be providing goods and services on behalf of the Town of Goderich. Information on accessible customer service training is available online from the Ministry of Community and Social Services at www.accession.ca/index.aspx.

19. The Town of Goderich does not convey to the successful bidder the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever.
20. The Town of Goderich reserves the right for itself, its agents, its employees or its assigns to enter the farm upon its sole discretion to consult with the successful bidder, make repairs, improvements, and inspections, etc.
21. This Request for Quotation is issued as per the Town of Goderich's Procurement By-Law.

END

APPENDIX "D" LEASED PROPERTY DESCRIPTION

Address: 33874 Airport Road, Goderich, Ontario

(Part) Lot: Plan 564 PT LOTS 3, 4, 5, 6; 7 PLAN 569 LOTS 7, 8, 9, 10;
11 PT LOT 12

Municipality: Township of Ashfield-Colborne-Wawanosh

Roll Number: 407031001801700

Total Acreage: 321 acres

Workable Acreage: 165 acres

Woodlot Acres: 0 acres

Organic Certification Y / N No

APPENDIX E– MAPS OF AIRPORT AGRICULTURAL LAND FOR LEASE

Total Workable Area: 165.22 ac



