



Township of Southgate

Property for Lease Request for Proposals

Take notice that Request for Proposals (RFP) are invited for the lease of three (3) Southgate owned farmland properties described below and will be received at the municipal office until the closing date.

A full description and information package is provided related to the subject properties in the following Schedules:

- **Schedule A** – Property Information #1: Concession 21 Gore A PT former Township of Egremont
- **Schedule B** – Property Information #2: Concession 3 PT Lot 7 EXP Plan 1160 former Township of Egremont
- **Schedule C** – Property Information #3: Concession 3 PT Lot 8 former Township of Egremont

Definitions

Township: means the Corporation of the Township of Southgate

Proponent(s)/Bidder(s): means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.

Request for Proposal: means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the Township, including any addendums or amendments made to it after initial issue.

Successful Proponent/Bidder: means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to bid on the subject land, as outlined herein.

Intended Use: means the Proponent will outline its intended use for the Property.

Submission

Submissions can be in hard copy and submitted to the following address in a sealed envelope:

Township of Southgate
Land Lease Request for Proposals
185667 Grey Road 9
Dundalk, ON N0C 1B0

Or can be submitted electronically clearly marked “**Land Lease Request for Proposals**” via email **tenders@southgate.ca**

RFP – Terms & Conditions for Considering Proposals for the Township’s Lease of Land

The closing date of the submission of Proposal will be **February 10th, 2026 @ 12:00 pm**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- The Township reserves the right to accept or reject any or all Proposals;
- The Township reserves the right to enter into negotiations with a Proponent or firm, and any changes to the Proposal that are acceptable to both parties will be binding.
- The Proposals shall be valid for sixty (60) days from submission date.

The opening of the submissions shall commence just after **1:00 pm February 10, 2026**

Virtual Opening unless the CAO or designate acting reasonably postpones the start to some later hour, but the opening shall continue once started, until the last bid is opened.

The opening will be held virtually, please use the following link to access the opening;

Please join my meeting from your computer, tablet or smartphone.

<https://zoom.us/j/99182697744?pwd=uNHabWb8aZCwGHWqrPlfbSV09FHxiV.1>

Meeting ID: 991 8269 7744

Passcode: 628092

Project Timelines

The Township of Southgate approximate project timelines are as follows:

- i. Procurement Closing date: February 10, 2026
- ii. Commencement of Bid Evaluations: February 10, 2026
- iii. Recommendation to Council for Approval: February 18, 2026
- iv. Notification of Successful Contractor: February 19, 2026
- v. 25% deposit due: March 5, 2026
- vi. End of contract date: January 1, 2031

Inquiries & Questions

Any questions or concerns with respect to the Proposal document and contents are to be directed to:

John Watson – Public Works Manager Roads & Waste
Township of Southgate
185667 Grey Road #9
Dundalk, Ontario N0C 1B0
519-373-7844
jwatson@southgate.ca

Respondent Proposal Required Documents:

- Schedule D - Bidder Conflict of Interest Declaration
- Schedule E - Bidders Proposal Response Form
- Schedule F - Land Lease Agreement

General Terms and Conditions

Proposals

Proposals submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than Thirty (30) days.

Change/Amendment

At any time prior to the closing date and time, the Township reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Tender, in which case, a formal addendum specifying the same in detail will be issued. All addendum(s) will be posted on the Township's website and Facebook page. It is the Bidders sole responsibility to check the website for addendum(s) prior to submitting their Proposal.

Withdrawal of Proposal

Proponents will be permitted to withdraw their Proposal, unopened after it has been deposited, if such a request is received by the Clerk or his/her designate in writing, prior to the time specified for the closing of RFP Tenders.

Acceptance or Rejection of Tenders

The submission of a Proposal does not obligate the Township to accept any Proposal or to proceed further with the disposition of the property. The Township may, in its sole discretion, elect not to proceed with the disposition in whole or in part and may elect not to accept any or all Proposals for any reason, or to cancel the RFP Tender without any obligation whatsoever to Proponents.

The Township retains the separate right to accept or waive irregularities if, in the Township's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Township may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the tendered price. The determination of what is, or is not, a minor technical irregularity, the determination of whether to accept, waive or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the Township's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the Township for any matter arising from the Township exercising its rights as stated in these General Terms and Conditions.

Failure to Comply with all Tender Terms

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this Proposal, to the satisfaction of the Township, shall be just cause for the cancellation of the Proposal award. The Township shall then have the right to award this Proposal to any other Proponent, or re-issue the Tender.

Payment

The successful bidders must make payment by a deposit in the form of a money order, bank draft, or cheque by a bank or trust corporation payable to the Township of Southgate and representing at least 25% of the tender amount for one property lease year payment within ten (10) business days of notification. If payment is not received within ten (10) business days, the Township will proceed to the next bidder.

Protection of the Township

The Successful Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the Township 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 Township, its servants, employees or agents, in any way relating to this Proposal.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

Exclusion of Bidders in Litigation

No bid will be accepted from any Bidder inclusive of its subcontractor(s), which has a claim or instituted a legal proceeding or has threatened a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous Contract, without prior approval by Council.

Errors and/or Omissions

The Township shall not be held liable for any errors and/or omissions in any part of this RFP. While the Township has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Township, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Bidders from their own opinions and conclusions with respect to the matters addressed in the RFP.

Freedom of Information

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Tender. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Proponent will be made public unless it is identified as proprietary or confidential business information. The details of the proposal such as the name of the Successful Proponent, conditions of the lease excluding proprietary or confidential information and total price will be made public regarding this bid document stated in a report to the Council of the Township, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. M. 56 as amended.

Any proprietary or confidential information contained in the RFP Tender submission should be clearly identified and described by the bidder. This information will be redacted by the Clerk's Department prior to be released to the public.

Influence

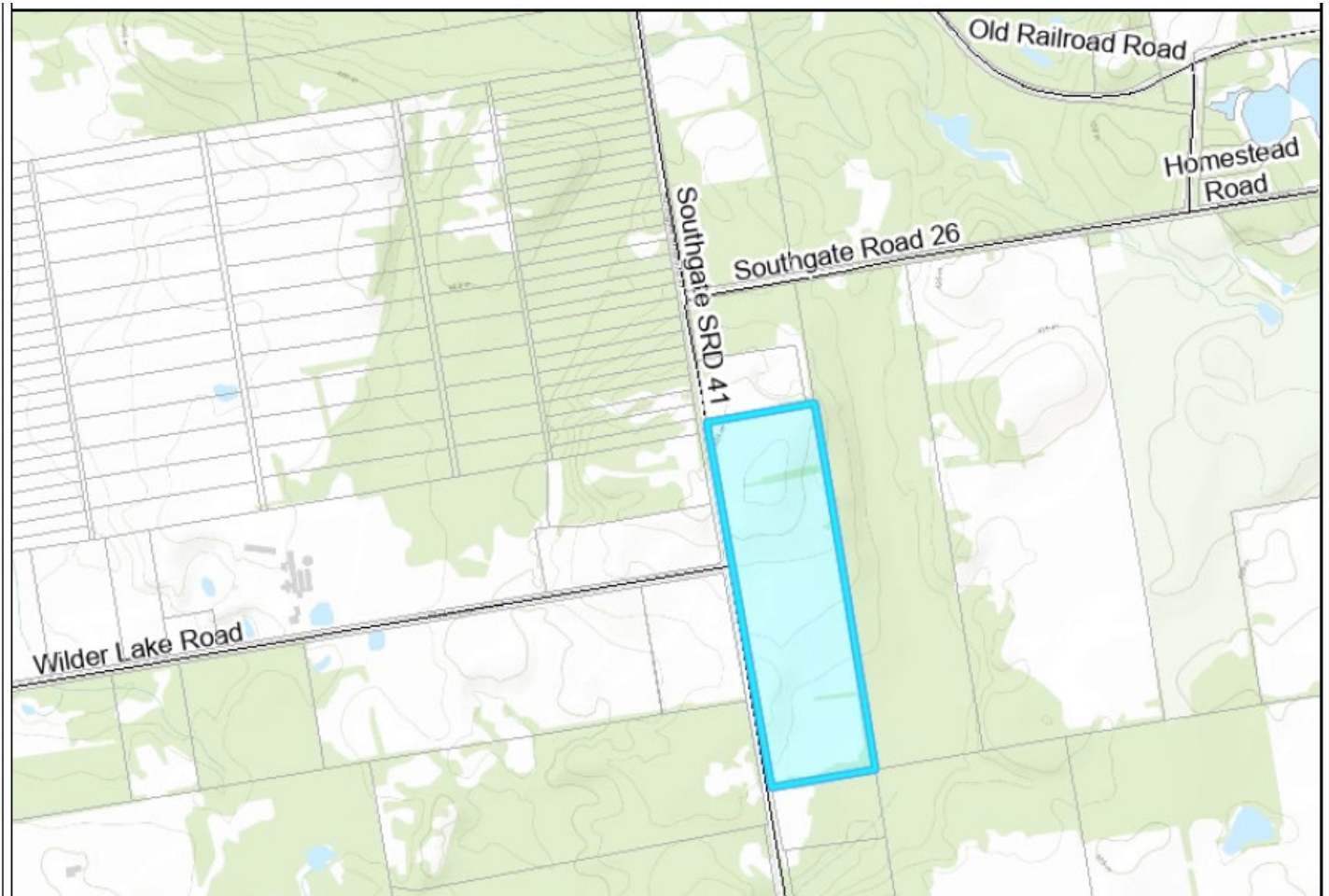
No person, company, corporation or organization shall attempt in any way, either in private, or in public, to influence the outcome of any Township of Southgate land lease process.

The bid, quotation, or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Township land lease process will be disqualified, and the person, company, corporation or organization may be subjected to exclusion or suspension under procurement policies and procedures for the Township of Southgate.

Schedule A

Property Information #1

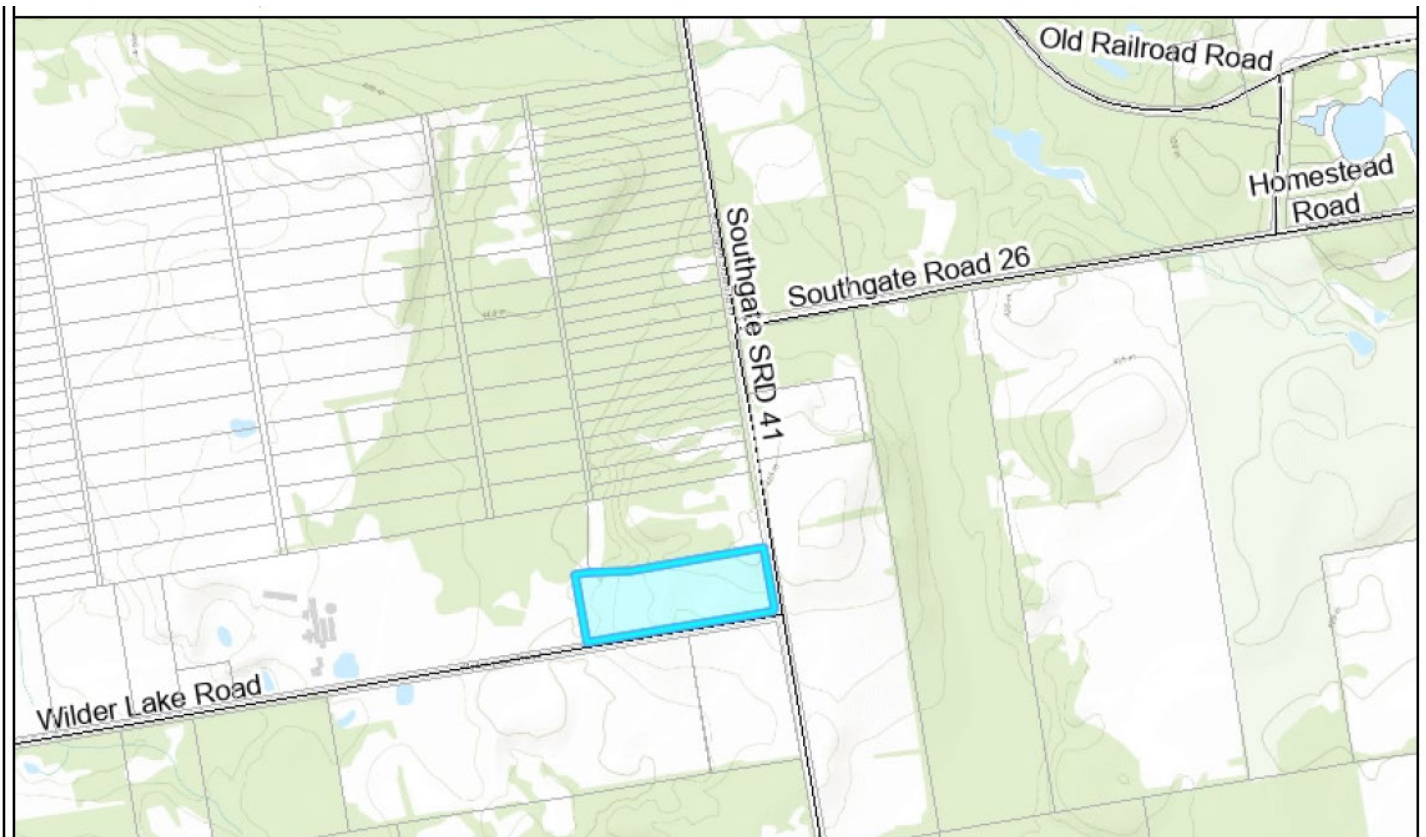
ASSESSMENT ROLL NO.	420706000119100
PROPERTY LOCATION	413047 Southgate Sideroad 41
LEGAL DESCRIPTION	CON 21 GORE A PT Former Egremont Township
LAND DESCRIPTION	Total Acres: 41.8 Workable Acres: 18
LEASE TERM	5 Years



Schedule B

Property Information #2

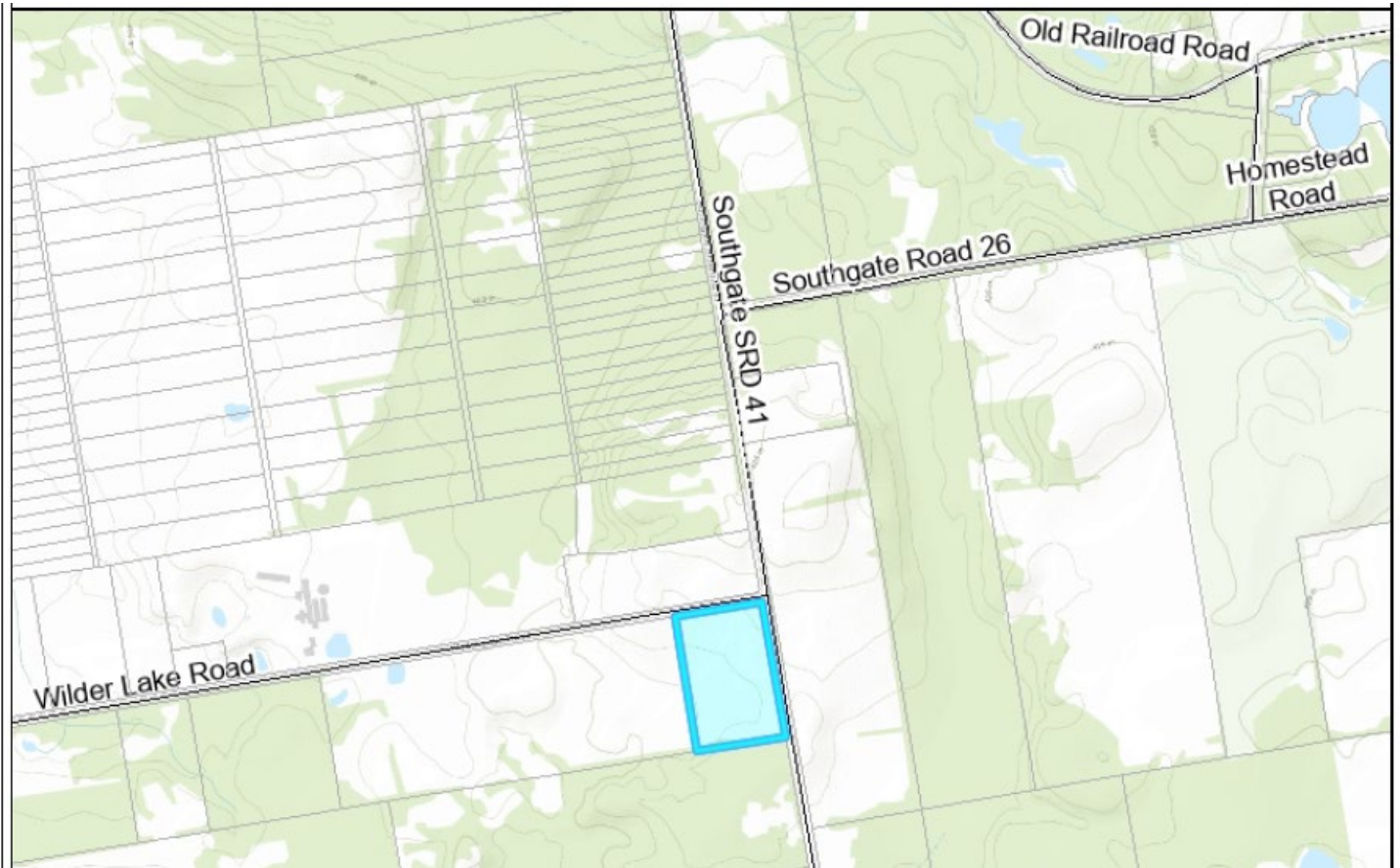
ASSESSMENT ROLL NO.	420706000110850
PROPERTY LOCATION	Concession 3 PT Lot 7
LEGAL DESCRIPTION	CON 3 PT Lot 7 EXP Plan 1160; PARTS 1 to 3 RP 16R8316 Parts 11 to 13 Former Egremont Township
LAND DESCRIPTION	Total Acres: 11.2011 Workable Acres: 8
LEASE TERM	5 Years



Schedule C

Property Information #3

ASSESSMENT ROLL NO.	420706000111010
PROPERTY LOCATION	Concession 3 PT Lot 8
LEGAL DESCRIPTION	CON 3 PT Lot 8 RP 16R7332: Parts 1, 2, 3
LAND DESCRIPTION	Total Acres: 11.4413 Workable Acres: 10
LEASE TERM	5 Years



Schedule D

Bidder Conflict of Interest Declaration

Please check the appropriate response:

☐

I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our Tender submission.

OR

☐

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our, or our Company's tender submission or the contractual obligations under the Agreement.

List Situations:

In making this submission, our or our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the Township (other than confidential information which may have been disclosed by the Township in the normal course of the tender process) and the confidential information was relevant to the Work/Services, their pricing or tender evaluation process.

Dated at _____ this _____ day of _____, 2026

Firm Name (if applicable): _____

Name of Bidder or Authorization Official: _____

Title (if applicable): _____

Signature: _____

Schedule E

The Corporation of the Township of Southgate Request for Proposal Bid Form

Properties included in your RFP Response Bid Form:

- ☐ **Farmland Property #1:** Concession 21 Gore A PT
- ☐ **Farmland Property #2:** Concession 3 PT Lot 7 EXP Plan 1160
- ☐ **Farmland Property #3:** Concession 3 PT Lot 8

Bidder Information

Name: _____

Address: _____

Town: _____

Province: _____ Postal Code: _____

Phone #: _____

Farmland Property #1:

Request for Proposals Bid Price excluding HST: \$ _____ per Acre per Year

Amount of Bid Deposit for property #1: \$ _____

Farmland Property #2:

Request for Proposals Bid Price excluding HST: \$ _____ per Acre per Year

Amount of Bid Deposit for property #2: \$ _____

Farmland Property #3:

Request for Proposals Bid Price excluding HST: \$ _____ per Acre per Year

Amount of Bid Deposit for property #3: \$ _____

Bidder Approval & Acknowledgement

I acknowledge the terms of this proposal bid and further agree to execute the lease agreement if selected by the Township of Southgate as the successful bidder for the 2026 crop season or risk the loss of the bid deposit provided with my proposal by signing this Request for Proposal Bid Form.

Farm Business Name: _____

Farm Business Address: _____

Contact Person: _____

Phone #: _____

Email Address: _____

Bid Approval: _____

Name of the Signatory: _____

Dated: _____, 2026

Schedule F

Township of Southgate Agriculture Use Land Lease Agreement Template

AGREEMENT MADE IN DUPLICATE THIS ____ DAY OF MARCH, 2026.

BETWEEN:

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE
(the "Lessor")**

AND

(the "Leasee")

WHEREAS the agreement made for the purposes of a land lease agreement for the workable farmland owned by the Township of Southgate;

AND WHEREAS the Council of the Township of Southgate deems it advisable to lease the Property(s) to _____ (the leasee);

AND WHEREAS the Lessor and the Leasee (each a "Party" and collectively the "Parties") wish to execute this agreement with respect to the season agricultural use of the Township of Southgate Property or Properties listed in this Agreement (the "Agreement").

NOW THEREFORE the Parties Here to agree:

1. The Township of Southgate will lease the workable farmland, approximately of _____ (_____) acres, on the property know as the municipal address and legal description of:

Municipal Address: _____

Municipal Legal Description: _____

2. The annual lease rate, \$_____ plus HST, will be payable with 50 (fifty) percent due on April 30th of each year and the balance due on October 30th of each year.

3. That this agreement will be for a five (5) year term

4. That this agreement will expire on January 1, 2031.

5. The Township of Southgate reserves the right of access to the leased property for its use and purposes. The Township of Southgate reserves this right during the term of this land lease to access buildings and to access property lands that is not leased for agricultural use for its purposes. Any access to the agricultural leased lands by the Township will be

limited where possible to Township of Southgate employees or its consultant(s) walking the property. If access to the lease property area is required during the agriculture cropping period Leasor will provide verbal notice to the leasee, 45 days written notice and relieve the annual rental fee per acre, for the acres of used cropped lands required only for the roadway project or the potential sale of lands to a third party.

6. That the Leasee provide to the Township of Southgate a proof of liability insurance certificate identifying the leased property.

7. This Agreement shall be binding on the parties hereto and their heirs, executors, administrators or assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their respective hands and seals.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCES OF:**

Farm Name: _____

Witness

Name of Leasee Approval

TOWNSHIP OF SOUTHGATE (Leasor)

Mayor Brian Milne

(seal)

Clerk: Lindsey Green