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City of Temiskaming Shores
Request for Proposal
CS-RFP-004-2026
Lease of Municipal Land for Cultivation Purposes

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

1. Objective

The City of Temiskaming Shores is seeking bids from interested parties to lease municipal land for the purpose of cultivation, specifically for the seeding, growing, baling and removal of hay for use in feeding farm animals.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 9,634, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the services, as outlined herein.

4. Submission

Proposals must be submitted electronically, using the **Electronic Bid Submissions Portal** on the City's website:

<https://www.temiskamingshores.ca/en/City-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: CS-RFP-004-2026 "Lease of Municipal Land for Cultivation Purposes"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent for any problems encountered or failure of the Proponent to successfully submit a Proposal prior to the closing time and date. As such, allow sufficient time

for a Proposal Submission and attachment(s) (if applicable), to resolve any issues that may arise. Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is received by the City.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on Thursday, October 15, 2026.**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals will not be accepted unless otherwise permitted by this RFP;
- Proposals emailed directly to City staff will not be accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest-priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to negotiate final contractual terms with the Successful Proponent following completion of the evaluation process;
- The City reserves the right to confirm with the Proponent, a third party or references any information provided in the Proposal;
- The Proposal shall remain valid for 45 days from the submission date;
- The Form of Proposal must be signed in the space provided by the Proponent or responsible official of the firm submitting the Proposal;
- Line items and the total proposed contract price must be clearly indicated;
- HST will be applicable to the supply of labour and equipment.; and
- The City will not be responsible for Proponent or third-party costs, claims, direct or indirect damages resulting from the City exercising its rights reserved in this RFP.

5. Questions

Any questions with respect to the specifications are to be directed to:

Shelly Zubych

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4107

Email: szubych@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by October 13th, 2026.

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an

addendum. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Proposal may render the proposal invalid.

6. Scope of Work (Subject Lands)

The cultivation of the following lands:

Area of Municipal Sewage Lagoons, Dymond Township - South Part Lot 6, Concession 3, Dymond Township; Reference Plan TER107, Part 1, Parcel 15630SST; Approximately 35 acres; as shown in Blue on Appendix "A."

Area of Farr Cemetery, Haileybury - Part of the North Half of Lot 13, Concession 2; Township of Bucke, Parcel 7918 SST, former Town of Haileybury; Approximately 58 acres; as shown in Blue on Appendix "B."

Minimum bid amounts have been established to align with the District and other Northern Ontario Municipalities.

7. Terms

- Five (5) year lease agreement starting January 1, 2027 and ending December 31, 2031 with a five (5) year renewal option upon agreement of both parties.
- Lease payment to be paid annually, on or before the 1st day of June.
- Use of lands for farm purposes only.
- Any costs associated with the cultivation of the lands are the responsibility of the Successful Bidder, with the exception of property taxes.
- This land is to be leased on an "as is" basis. There are no warranties offered or implied on the condition of the property.
- Use of fertilizer, pesticides or herbicides is prohibited.
- Proof of Liability Insurance in the amount of \$5 million shall be provided by the Lessee, for the lands and all activities carried out thereon during use by the Lessee.
- The Lessee shall indemnify and save harmless the City from and against any and all liabilities, claims, damages, actions and causes of action arising from his use of the Lands.
- Either party may terminate the lease agreement on not less than thirty (30) days written notice to the other. Unless the lands are required by the City for an immediate purpose, it shall not terminate the Agreement in any year until the Lessee has had a reasonable opportunity to remove his hay crop from the Lands.

8. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

9. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

10. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals. The City reserves the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

11. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

12. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

13. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

14. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

15. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

16. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

17. 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 Proposal. 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 shall be kept strictly confidential and release of same, except for any details such as the name of the successful Proponent and total price will be made public regarding this bid document stated in a report to the Council of the City, 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 submission should be clearly identified.

City of Temiskaming Shores
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Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

(Registered Company Name/ Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: _____ Email: _____

We/I hereby offer to enter into an agreement for the supply of services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Proponents may bid on any or all of the subject lands.

Annual Lease Amount to be Paid to the City:

Description of Area	No. of Acres	Minimum Bid per Acre (\$)	Annual Lease Amount/ Bid per acre (\$)	Total Bid (\$)
1. Area of Municipal Sewage Lagoons, Dymond Township	35 ac.	\$25.00		
2. Area of Farr Cemetery, Haileybury	58 ac.	\$25.00		

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Name of Authorized Individual: _____

Signature: _____ Date: _____

Form 1 to be submitted.

City of Temiskaming Shores
CS-RFP-004-2026
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Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2026.

Signed: _____

Title: _____

Company Name: _____

Form 2 to be submitted.

City of Temiskaming Shores
CS-RFP-004-2026
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Conflict of Interest Declaration

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.

☐ 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 Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

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

Dated at: _____ this _____ day of _____, 2026.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.



