

REQUEST FOR PROPOSAL

RFP No. LB-2025-13



SALE OF AGRICULTURAL LAND - PARCEL OF LOT 25 IN LUCAN, ON

PROPOSAL CLOSING DATE: Tuesday September 30th, 2025 by 12:00 p.m.

Proposals are to be submitted through email to Middlesex County Procurement Services (procurement@middlesex.ca) **ONLY**.

To be added to the RFP mailing list to receive notifications of Addendums as they are posted please contact procurement@middlesex.ca

Administrator for this Proposal is:

Procurement Services, County of Middlesex
Email: procurement@middlesex.ca
399 Ridout Street North, London ON, N6A 2P1

To be added to the RFP mailing list to receive notifications of Addendums as they are posted please contact procurement@middlesex.ca

Proposal enquiries are to be submitted **only** through email to Middlesex County Procurement Services (procurement@middlesex.ca) by: **Tuesday September 23rd, 2025 at 12:00 p.m. EST**

1.0 **DEFINITIONS**

In addition to terms defined elsewhere herein, the following terms have the following meanings in this Request For Proposal:

- 1.0 **“Administrators”** means the staff administrators of this RFP or their respective designates.
- 1.1 **“Bid” or “Bid submission” or “Proposal”** means an offer from any individual, person or entity submitted in response to this RFP in 2025, which is to be held open for the consideration of the Township and may be accepted or denied by the Administrator at the discretion of Township.
- 1.2 **“Bidder”** means an individual or entity, which has responded to this RFP by providing a Bid submission.
- 1.3 **“Closing Date and Time”** means September 30, 2025 at 12:00 p.m. EST.
- 1.4 **“Contract”** means a potential agreement for the purchase of approximately 9.39 acres of agricultural land within Lot 25 in Lucan, Ontario, which is formed only after a resolution and by-law passed by the Township, which may or may not result from this RFP at the discretion of the Township.
- 1.5 **“Pricing Form”** means the Pricing Form attached to this RFP as Appendix “B”.
- 1.6 **“Procurement Services Email (procurement@middlesex.ca)”** means the email available to Bidders to submit procurement responses to this RFP.
- 1.7 **“Recommendation”** means a recommendation by the evaluation committee of this RFP, which is a recommendation only, and which the Township may approve or disapprove at its discretion.
- 1.8 **“RFP”** means Request For Proposal # LB-2025-13.
- 1.9 **“RFP Documents”** means Request For Proposal # LB-2025-13, inclusive of all of its Appendices.
- 1.10 **“RFP Response Form”** means the RFP Response Form attached to this RFP as Appendix “A”.
- 1.11 **“Township”** means the Corporation of the Township of Lucan Biddulph.

2.0 BACKGROUND AND OBJECTIVES OF THIS RFP

- 2.1** The Township of Lucan Biddulph (the “Township”) is a lower tier Municipality, as defined by the Municipal Act, 2002, S.O. 2001 c.25, as amended or replaced (“Municipal Act”).
- 2.2** The Township of Lucan Biddulph (the “Township”) is seeking Proposals from qualified Bidders for the purchase of approximately 9.39 acres of agricultural land (zoned A2) of Lot 25 in Lucan, Ontario. The parcel of land for sale is near Saintsbury Line and Fallon Drive in Lucan, Ontario, and is within Part 1 & Part 3 of Lot 25, Concession 4, Part of PIN 09697-0197 as shown on the separately attached ***“LB-2025-13 - Reference Plan 33R-20530”*** drawing. The parcel of land for sale will hereinafter be defined as the **“Property”**.
- 2.3** The Property is not serviced, and does not include infrastructure such as roads, water, sewage, gas, and electricity.
- 2.4** The Township will obtain approximately 6 metres of land along the north side of Heenan Drain, located on the south side of the Property as shown on the separately attached ***“LB-2025-13 - Reference Plan 33R-20530”*** drawing to allow the Township access to the Ausable Bayfield Conservation Authority **“ABCA”** planted trees on the westerly part of the parcel of land. An updated survey and acreage will be provided to the successful Respondent prior to closing.
- 2.5** The majority of the Property is within the regulated area of the Ausable Bayfield Conservation Authority **“ABCA”** and any questions regarding these regulations should be directed to the Ausable Bayfield Conservation Authority **“ABCA”**.
- 2.6** Bidders shall refer to the separately attached ***files “LB-2025-13 - Reference Plan 33R-20530” and “LB-2025-13 - Sketch of Parcel”*** which form part of this Proposal.

2.7 PROCEDURE AND ADMINISTRATION OF THE RFP

- 2.8 **Mandatory Requirements:**** Mandatory requirements are expressed in this RFP using terms such as **“must”** or **“shall”** and are followed by the letter **(M)** in section 3 of this RFP. These mandatory requirements will be understood to constitute imperative requirements of the Township with respect to this RFP. Bidders are required to provide a clear response to each mandatory requirement item in their Proposal. If a mandatory requirement is not provided in a Proposal, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the scoring criteria unless the doctrine of substantial compliance is deemed to apply by the Township in its sole and absolute discretion.
- 2.9 **Rated Requirements:**** Proposals will be evaluated and scored in accordance with the scoring criteria set out in section 3.1 of this RFP. **“Rated”** requirements in this RFP are followed by the letter **(R)** in section 3 of this RFP and will be scored under the scoring criteria assessed/scored as set out in section 3.1 of this RFP.

2.10 Doctrine of Substantial Compliance: While it remains the Township's prerogative in its absolute and sole discretion to exclude any Bid from further evaluation or consideration for having failed to meet a mandatory requirement, the Township nevertheless reserves the right in its absolute and sole election to determine that a Proposal substantively complies with a mandatory requirement. In such a case, "**Substantive Compliance**" shall mean where the solution proposed or the Proposal itself:

- I. accomplishes a mandatory requirement using an alternative method than that envisaged by the Township; and
- II. the degree that the Bid is apparently non-compliant with the specified requirement is considered by the Township to be minor and not material to the overall procurement intent of this RFP.

3.0 MANDATORY AND RATED REQUIREMENTS

There are three (3) mandatory **(M)** requirements for bidding in this RFP, two (2) of which are rated **(R)** in the scoring criteria set out in section 3.1:

a) Intended Use of the Property and Timeline (M)(R) – 2 Pages Maximum

Bidders must provide details on the intended use of the property and a timeline for each milestone (construction phases, opening date, etc.).

b) Pricing Form (M)(R)

- i. Bidders must submit the Pricing Form attached to this RFP as Appendix "B".
- ii. Prices quoted shall be for a firm fixed price without clauses or other qualifications for the Property. All pricing shall be expressed in Canadian currency.

c) RFP Response Form (M)

Bidders are to complete and submit the RFP Response Form in Appendix 'A' as part of their Proposal Submission.

3.1 Proposals to this RFP will be scored in accordance with the following scoring criteria:

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)	EVALUATION WEIGHING
1.	Intended Use of the Property and Timeline (3a) 30 points	30%
2.	Proposal Price (3b) The formula to be utilized is as follow: Proponent's Proposal Price Divided By Highest Submitted Proposal Price Multiplied by the Evaluation Weighting 70 points	70%
TOTAL		100%

4.0 NATURE AND INTERPRETATION OF THIS RFP

- 4.1** This RFP does not commit the staff Administrator of this RFP to making a recommendation to the Township and does not require the Township to approve a Contract with a Bidder. As confirmed by the "Acceptance and Rejection of Proposals" section below, the Township reserves the right to accept or reject any or all Proposals submitted under this RFP if it is determined by the Township in its sole discretion that it is in its best interest to do so. Even in the event only one Bid is received, the Township reserves the right to reject it. Without limiting the foregoing, the Township reserves the right to cancel this RFP without determining a recommended Bid and without awarding a Contract if doing so is determined by the Township in its sole discretion to be in its best interest.
- 4.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the Proposal for the Property.
- 4.3** In the event that all Proposals are rejected by the Township or this RFP is cancelled without the Township passing a resolution and by-law to enter into a Contract, the Bidder hereby agrees that the Township shall in no manner be responsible for the payment of any costs incurred in the preparation for the Proposal and the Bidder does hereby release the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from and against any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which arise out of or are in any way related to the preparation and submission of a Bid to this RFP.
- 4.4** The issuance of this RFP does not commit the Township to awarding a Contract. Whether or not the Township passes a resolution and by-law to enter into a Contract is entirely at the discretion of Township and cannot be pre-judged or

guaranteed. In the event that there is a staff recommendation made by the staff Administrator of this RFP, such recommendation is non-binding and is subject to the Township's consideration.

- 4.5** In the event the Township considers but does not approve a recommendation made by the staff Administrator of this RFP for any reason whatsoever and the Township proceeds to cancel this RFP, the Bidder hereby agrees that the Township is in no manner responsible for the payment of any costs incurred as a result of the Township's decision or in the preparation for the Proposal, and the Bidder hereby releases the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related a Bidders' preparation and submission of a Bid for to this RFP.

5.0 ACCEPTANCE AND REJECTION OF PROPOSALS

- 5.1** The Township reserves the right in its sole and absolute discretion to:

- (a) Make public the names of any or all Bidders;
- (b) Verify with any Bidder or with a third party any information set out in its Bid;
- (c) Waive minor formalities and accept Proposals which substantially comply with the requirements of this RFP, but the Township shall not allow any blank space in any Proposal to be filled in after the Closing Date and Time;
- (d) Accept or reject any Bid which in the view of the Township is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the Township considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Township;
- (e) Assess the ability of the Bidder to perform any potential contract and may reject any Bid where, in the Township's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable Properties completed by the Bidder and listed in its Proposal are deemed to be deficient by the Township;
- (f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information;
- (g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFP;

- (h) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner determined by the staff Administrator of this RFP in his sole and absolute discretion and prior to the Closing Date and Time;
- (i) Accept any Bid in whole or in part;
- (j) Reject any or all Proposals, including without limitation the highest Bid;
- (k) Recommend to the Township any Bid which the Township in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in this RFP or herein; and/or
- (l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Township with respect to any contracts, bid submissions or business transactions.

5.2 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances. The Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Township's express or implied rights under this RFP.

6.0 LEGAL CLAIMS

6.1 No Proposal will be accepted from any individual, person, or entity which has a claim or has 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 the Municipal Council.

7.0 QUESTIONS

7.1 In the event any Proposal has clarification question(s) on the requirements for the submission of a Proposal pursuant to this RFP or believe that any Mandatory Requirements or rated scoring criteria is not appropriate in the industry or for any other reason, such questions or concerns must be submitted on or before ***Tuesday September 23rd, 2025 at 12:00 p.m.***, so that they can be considered by the Township in addendum. Answers to all clarification questions or concerns with respect to the submission of a Proposal will be provided in an addendum posted on the Township's website. Only questions requesting clarification on the requirements for the submission of a Proposal or expressing concerns will be answered. In the event a Bidder misses the question period deadline and submits a Bid, they will be

deemed to understand all requirements of this RFP and to have no objections or concerns with the RFP.

8.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES

- 8.1** In accordance with the Ontario *Human Rights Code* (“**HRC**”), *Ontarians with Disabilities Act, 2001* (“**ODA**”) and *Accessibility for Ontarians with Disabilities Act, 2005* (“**AODA**”), the Township will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- 8.2** If a Bidder requires this RFP in a different format to accommodate a disability, the Proposal must contact the staff Administrator as soon as possible and in any event prior to the Closing Date and Time. The RFP in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

9.0 SUBMISSION OF PROPOSALS

9.1 Electronic Access to Proposal Documents, including Addenda

This RFP is posted on the Township’s website. Proposal documents are administered through the Procurement Services Email (procurement@middlesex.ca) only, from the point of posting of this RFP to the Closing Date and Time. Amendments to this RFP will be sent from the Procurement Services Email (procurement@middlesex.ca) only in the form of Addenda. It is the sole responsibility of each Bidder to check their emails often to review any Addenda. The onus is unequivocally on the Bidders to ensure that they have downloaded all Addenda prior to submission of their Proposals. Bid submissions must be received no later than the Closing Date and Time.

9.2 Submitting Questions through Proposals & Proposals

Questions related to the Proposal Documents are to be submitted through Procurement Services Email (procurement@middlesex.ca) only.

9.3 Bid Submissions

Bid Submissions shall ONLY be received by the Township through the Procurement Services Email (procurement@middlesex.ca). Hard copy submissions are not permitted.

Bidders are cautioned that the timing of their Proposal submission is based on when the Proposal is RECEIVED by the Procurement Services Email (procurement@middlesex.ca), not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that the Bidders submit their Proposals with sufficient time to resolve any issues that may arise.

Bidders should contact Procurement Services at procurement@middlesex.ca, at least twenty four (24) hours prior to the Closing Date and Time, if they encounter any problems.

Procurement Services will send a confirmation email to the Bidder advising that their Proposal was submitted successfully. If you do not receive a confirmation email, contact Procurement Services at procurement@middlesex.ca.

Bidders may edit or withdraw their Proposal submission with notification to Procurement Services prior to the Closing Date and Time. However, the Bidder is solely responsible to ensure the re-submitted Proposal is received by the Procurement Services Email (procurement@middlesex.ca) no later than the Closing Date and Time.

If a Bidder has submitted a Proposal prior to the Closing Date and Time and an Addenda has been issued, the Bidder is solely responsible to make any adjustments to their Proposal required as a result of the Addenda and ensure that the re-submitted Proposal is RECEIVED by the Procurement Services Email (procurement@middlesex.ca) no later than the Closing Date and Time. Late Proposals are not permitted.

10.0 CONFIDENTIALITY/FREEDOM OF INFORMATION

- 10.1** The Proposal acknowledges that any and all information relating to the business and affairs of the Township which is not a matter of public record is confidential.
- 10.2** All documentation submitted to the Township by Bidders to this RFP is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("**MFIPPA**"), which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Municipal Clerk has been designed by Municipal Council to make privacy determinations in accordance with *MFIPPA* for the Township.
- 10.3** All Proposals shall be submitted by the Proposal on the understanding that the Proposals shall become the property of the Township and may be made public by the Township as part of a public Township agenda. Should a Bidder believe that their Bid contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Bid that are so affected in his/her/its Bid. In the event such statement is made in a Bid, the Township will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the

limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Bidder does hereby fully release and hold harmless the Township, its respective, Mayor, councilors, members, employees, officers, directors, legal counsel and agents from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Bid, including proprietary and personal information, in the event the Bid is considered at a Township meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

11.0 POTENTIAL RECOMMENDATION

- 11.1** Subject to the Township's reserved rights and privileges set out in this RFP, including the right to accept or reject any bid, including the highest scoring bid, and subject to the Township's sole, unfettered and absolute discretion to award of any potential contract, any recommended Bid shall be the compliant Bid with the highest price.
- 11.2** Should the Township not receive any Bid satisfactory to the Township, in its sole and absolute discretion, the Township reserves the right to cancel and/or re-procure the project.

12.0 CLOSING DATE AND TIME

Proposals must be received by: 12:00 o'clock noon EST on September 30, 2025.

APPENDIX "A"

RFP# LB-2025-13 RFP RESPONSE FORM

SALE OF AGRICULTURAL LAND - PARCEL OF LOT 25 IN LUCAN, ON

1. I/We have read and understand the Township's RFP # LB-2025-13, including all Addenda posted on the Township's website, and hereby agree to all of the requirements, terms and conditions set out therein.
2. I/We have read and understand the contents and requirements of this RFP and by endorsing below, confirm that the Township has the legal right and ability to enforce the requirements, terms and conditions of this RFP and all Addenda against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.

Name of Bidder _____

of Addenda _____

Acknowledged _____

Singing _____

Authority _____

Signature _____

Date _____

Address _____

HST # _____

TELEPHONE _____

FAX _____

EMAIL _____

APPENDIX “B”

PRICING FORM

Pricing shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Unless otherwise indicated in the requested prices quoted by the Bidder must be all inclusive and must include any fees or other charges required by law.

Bidders hereby agrees to purchase the real property of the Seller, including all improvements and structures contained therein, and further described hereunder as follows (hereinafter “Property”).

The purchase price for the Property shall be paid in full on the Closing Date.

Property: Approximately 9.39 acres of land within Parts 1 & 3 of Lot 25, Concession 4, Part of PIN 09697-0197 in Lucan, ON

Pricing Form		
Property Per Acre Purchase Price	Estimated Property Acres	Total Property Purchase Price
	9.39 Acres	
	Plus H.S.T. 13%	
	Total (With H.S.T.)	

Property Acres will be amended following severance as indicated in section 2.2 of the RFP with the Total Property Purchase Priced being updated to reflect such upon closing.

Bidder Signature

Printed Name

Date