

Cornwall Regional Airport Commission Inc.

REQUEST FOR PROPOSAL #01-20021

LAND FOR LEASE



CORNWALL
REGIONAL AIRPORT

REQUEST FOR PROPOSAL (RFP) #01-21

Land for Lease

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PROPOSAL CLOSING & CONTACT INFORMATION

Proposals are to be submitted by 1600 hours (4:00 pm) local time on **January 24, 2022** at the Cornwall Regional Airport, at 19403 Airport Road, Ontario or by email at cycmanager@gmail.com which this time and date shall be deemed to be the date of closing of proposal.

If you have any questions regarding this proposal please contact Stephan Small, Airport Manager at 613-930-6625 or at cycmanager@gmail.com

LATE PROPOSALS MAY NOT BE ACCEPTED

PURPOSE OF RFP

The purpose of the Request for Proposal is for the Cornwall Regional Airport Commission Inc. to enter into a lease with the successful proponent to clear, tile drain and farm the parcel of property located at 19427 Airport Road.

SUBJECT PROPERTY

The subject property is located at 19427 Airport Road which is legally described as East Part of Lot 12, Concession 2, Front (PIN # 671240198). The subject property is approximately 42 acres in size. Approximately 26 acres of the subject property is treed which will be required to be cleared.

MAP OF SUBJECT PROEPRTY LOCATION



TERMS OF THE LEASE

It will be the responsibility of the Lessee to clear approximately 26 acres of land and to tile drain approximately 42 acres of land. The land must be systematically tilled on 35 ft spacings. All stones removed must be placed in a designated area as approved by the Airport Manager. All trees and brush removed must be burned or removed at the expense of the lessee. If trees and brush are burned, a burn permit must be requested and approved by the Fire Chief of the Township of South Glengarry. The Lessee can contract out the land clearing and the tile drainage work or can conduct this work themselves provided that:

- The Contractor or Lessee has Commercial General liability with a limit of not less than \$2,000,000.00;
- The Cornwall Regional Airport Commission Inc. must be named as additional insured;
- The Contractor or Lessee must submit their Workplace Safety Insurance Board (WSIB) number and CAD-7 rating of the applicable province in which they reside;
- The Contractor or Lessee must furnish a WSIB Clearance Certificate indicating that such Contractor is in good standing before starting to perform any of the services; and
- The Contract tile drainage company or Lessee must be an OMAFRA accredited installer.

If the Lessee is not clearing the land or installing the tile drainage than the Lessee does not need WSIB coverage, however, the contractor hired to complete this work must be approved by the Cornwall Regional Airport Manager before any contracts are entered into and before any work can be done.

LEASE PAYMENT

In lieu of an annual lease payment, the Lessee shall be responsible for the costs of clearing and tile draining the land, the Lessee **must** include in their proposal the suggested **length of the lease for the land for consideration and evaluation. The Cornwall Regional Airport Commission Inc. will not be financially responsible for any works completed by the Contractor or Lessee.**

FORM OF PROPOSAL

PROPOSED BY:

COMPANY NAME/INDIVIDUAL NAME:

ADDRESS:

TELEPHONE # _____ EMAIL _____

TO: Cornwall Regional Airport
19403 Airport Road
Summerstown, Ontario
K0C 2E0
cyccmanager@gmail.com

I/we _____ have carefully reviewed the Request for Proposal and do hereby provide an offer in accordance therewith to enter into a Lease with the Cornwall Regional Airport Commission Inc. and agree to clear and tile drain the subject land and to operate within the terms of the lease. (Please attach proposal)

Company Name/Individual Name – Please Print

The Declares

1. No person, firm, or corporation, other than the Respondent, has any interest in this Proposal in which this Proposal is made.
2. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm, or person making a Proposal for the same opportunity and is in all respect fair and without fraud.
3. The Respondent will hold harmless the Cornwall Regional Airport Commission Inc. and will agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation under the *Occupational Health & Safety Act*.

Legal

1. Notwithstanding anything herein, if it is deemed most favourable in the interests of the Cornwall Regional Airport Commission Inc., then the Commission reserves the following rights, to be exercised at its sole discretion, in order to select a submission that provides the greatest value based on quality of work and length of lease:
 - a) to accept non-compliant submissions where such non-compliance relates purely to a matter of form, is of a trivial nature, or has no effect upon the relative standing of the submissions;
 - b) to accept corrections to a submission after the closing date for obvious clerical errors except those that would vary the bid price;
 - c) to reject any or all submissions;
 - d) to reject any submission based on one or more of the following factors: safety, financial stability of the Respondent, potential conflict of interests, reliability of a Respondent, and other commercially relevant considerations;
 - e) to issue, prior to the closing date, addenda for any part of the procurement process, including: guidelines, plans, specifications, scope of work, requirements, timelines, etc.;
 - f) to modify, extend, suspend, postpone or cancel any part of this procurement process or any subsequent processes without any liability to anyone; or

- g) to contact any Respondent before, during and after this procurement process, including to clarify or gather additional information regarding their submission.
- 2. Each Respondent is solely responsible for any and all costs associated with preparing and submitting its submission.
- 3. In the event that two or more submissions are ranked as equal the Commission shall have the right to break the tie in a manner it deems appropriate.
- 4. All submissions become the property of the Cornwall Regional Airport Commission Inc. Details of submissions may be disclosed after the evaluation process and therefore shall not be treated as confidential unless expressly stated otherwise.
- 5. By submission of a clear and detailed written notice, the proponent may amend or withdraw its submission prior to the closing date and time. Upon closing time all submissions become irrevocable for sixty 60 days from the closing time; a Respondent that fails to comply with this shall forfeit their deposit and will be liable for damages.
- 6. A Respondent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the procurement process.
- 7. The Commission may restrict a Respondent from participating in future procurement processes if, at any time, they fail to follow any part of the procurement process.

LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

DATED AT _____ THIS _____ DAY OF _____ 2022

Signature of Witness

Signature of Individual

NOTE: If the Proposal is submitted by or on behalf of a corporation it must be signed in the name of such corporation by a duly authorized officer and the seal of the corporation must be affixed. If the Proposal is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partner.

INSTRUCTIONS TO BIDDERS

1:1 Time Limit for Bidding

1:1.1 Proposals will be received by the Cornwall Regional Airport Manager at the time and date designated for this RFP which shall be deemed to be the date of Closing of Proposal.

1:1.2 Late Proposals may not be accepted.

1:2 Form of Proposal

1:2.1 All Proposals must be type written and must include when the works will be completed, by whom the works will be completed and must include a suggested length of the lease in years.

1:3 Agreement

1:4.1 The party to whom this Lease is awarded will be required to execute the Lease Agreement within thirty (30) days, from the date of mailing or emailing of the notice from the Cornwall Regional Airport Commission Inc. to the Lessee according to the address given by them, that the Lease is ready for signature.

1:4 Ability and Experience of the Lessee

1:5.1 It is not the purpose of the Cornwall Regional Airport Commission Inc. to award this Lease to any Lessee who does not furnish satisfactory evidence that they have the ability and experience in this class of work and that he has sufficient capital and plant to enable them to prosecute and complete the Lease.

1:5 Right to Accept or Reject Proposals

1:6.1 The Cornwall Regional Airport Commission Inc. reserves the right to reject any or all proposals or to accept any proposal should it be deemed in the interest of the Cornwall Regional Airport Commission Inc. to do so.

1:6 **Informal Proposals**

1:6.1 Quotations that are incomplete, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

1:7 **Insurance**

1:7.1 The Lessee shall procure and maintain for the duration of the Lease and until such time as the Commission certifies that it is no longer necessary, a Commercial General Liability Insurance of not less than \$2,000,000.00 to indemnify and hold harmless the Cornwall Regional Airport Commission Inc. against any liability for property damage or personal injury including death which may arise from the Lessee's operations under this Lease.

1:7.2 The Cornwall Regional Airport Commission must be shown as additional insured in the insurance policy and documents.

1:8 **Evaluation**

The Cornwall Regional Airport Commission Inc. shall utilize the following scoring system in the evaluation of the Proposal documents.

	<u>Maximum Score</u>	<u>Minimum Required Score</u>
Terms & Condition	15	9
Proposed lease	5	3
Total	20	14

1.9 **Health and Safety Act Compliance**

1:9.1 The Contractor is to abide by the requirements of the *Occupational Health and Safety Act* and Regulations, and any other government regulations pertaining to the work to be carried out. The Contractor or Lessee must submit their Workplace Safety Insurance Board (WSIB) number and CAD-7 rating of the applicable province in which they reside. The Contractor or Lessee must furnish a WSIB Clearance Certificate indicating that such Contractor is in good standing before starting to perform any of the services. **These documents are**

to accompany quotation and form part thereof.

1:9.2 Should the Contractor be in contravention of the above, all work shall cease immediately and remain stopped until adequate corrective measures have been undertaken. The decision of the Cornwall Regional Airport Manager shall be final in this regard, and the Contractor will immediately take whatever corrective measures necessary.

1:10 **Payment**

1:11.1 In lieu of an annual lease payment, the Lessee shall be responsible for the costs of clearing and tile draining the land, the Lessee **must** include in their proposal the suggested **length of the lease for the land for consideration and evaluation.**