

FINANCE

INVITATION TO BID
TOWN OF NORTH HAVEN

Sealed bids for the **Leasing of Town-Owned Open Space for Agricultural Purposes – Spring Road Parcel A and North Hill Road Parcel D** - Project No. 16-26, will be received at the Finance Office, Memorial Town Hall, 18 Church Street, North Haven, Connecticut, until 10:00 A.M. on May 3, 2016, at which time and place they will be opened and publicly read. Specifications may be obtained from the Department of Finance and Administration office. After bids are received the Town may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the highest bidder, if it be deemed in the best interest of the Town of North Haven. **Bidders are advised hereby of the existence of an Ordinance concerning Bid Preference for Town-Based Businesses.**

Edward J. Swinkoski, CPA
Director of Finance/Administration

GENERAL INSTRUCTIONS TO BIDDERS

All Bid Proposals are to be:

- a. Submitted in duplicate unless otherwise indicated in the Bid Specifications.
- b. Submitted using the proposal forms furnished with the Bid.
- c. Submitted in a sealed envelope with the Bidder's name and address in the upper left-hand corner of the envelope.
- d. Made out and signed in the corporate, or other, name of bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified in the Invitation to Bid will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the Bid Opening will not be considered.

Bidders or their representatives may be present at the Bid Opening.

The Town of North Haven may require further information and references on any individual or company placing a bid prior to the awarding of a Bid.

The Director of Finance and Administration reserves the right to amend and/or cancel the bid invitation prior to the time and date of the Bid Opening.

The Director of Finance and Administration reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of North Haven.

A Contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to the Town of North Haven by nonpayment of taxes, by debt or contract, or who is in default as surety or otherwise by any obligation to the Town of North Haven.

TO ALL PROSPECTIVE BIDDERS:

The office of the Department of Finance and Administration will appreciate your assistance in making careful study of the specifications and proposal for the purpose of offering suggestions as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the Town of North Haven.

In soliciting an interest on your part in reviewing the Town of North Haven's document, we believe closer cooperation will be developed between prospective bidders and the office of the Department of Finance and Administration.

BID PROPOSAL

The undersigned _____, doing business in the City/Town of _____, submits herewith, in conformity with the general terms and conditions and specifications for the Town of North Haven Bid, project No. 16-26, for the following proposal for the: **Leasing of Town-Owned Open Space for Agricultural Purposes – Spring Road Parcel A and North Hill Road Parcel D.**

Bid Proposal Notes:

Please note that included with this Bid Package is a map/plan entitled "Map Showing Parcels to be Acquired By the Town of North Haven, North Hill and Spring Roads, North Haven, Connecticut" dated October 25, 1999, as prepared by John Paul Garcia and Associates, P.C., Engineers and Surveyors, 190 Fairwood Road, Bethany, Connecticut.

Additionally, note that past performances of the bidder will be considered when awarding bids. Visibility of remnants of plastic used for weed and moisture control is not acceptable field condition. Previous lessees will be held accountable for the presence of plastic in or on the fields.

Lessees will be required to use reasonable efforts to pick up stray bits of plastic in or on the fields to the satisfaction of the Department of Public Works before any other work commences at the work site. Spring Road, Parcel A and North Hill Road, Parcel D includes fields in which plastic must be removed. Visible plastic must be removed throughout the term of the lease on an annual basis.

Comments:

- a. Buildings are not included with this lease area.
- b. Hay or another approved forage crop (i.e. winter cover crop) shall be used to stabilize the fields during winter or all cold weather months.
- c. In all Town Aquifer Protection Districts – the use of pesticides, herbicides and fertilizers are prohibited.
- d. No livestock animals, including bulls and calves are permitted on the Town of North Haven owned premises.
- e. Prior to the award of the Bid, the Lessee must verify with the Town of North Haven all easements, water, electrical, sanitary sewer, etc. which are within the boundaries of the leased premises.
- f. No excavation is permitted in any Town of North Haven easements or any easements on Spring Road Parcel A or North Hill Road Parcel D.
- g. Contour plowing of the earth is required.
- h. New black plastic is required to be rolled up and removed for the subject parcel after harvesting annually.
- i. Pasturage use is not allowed.
- j. Mowing of the field is suggested periodically to provide for new growth.
- k. Lessees will be required to use reasonable efforts to pick up stray bits of plastic in or on the fields to the satisfaction of the Director of the Department of Public Works. Visible plastic must be removed by the Lessee throughout the term of the lease.
- l. Permanent 25 foot wide grassed buffer shall be installed by Lessee when weather permits but no later than June 15th at locations on the leased fields between the field

edge and demarcated or approximate location of Inland Wetlands or watercourses as delineated on the Town of North Haven's Inland Wetlands Map.

- m. Lessees shall be familiar with all environmentally sensitive areas on the subject leased parcel.
- n. Bidders may bid a two (2) year term with up to two consecutive renewable one (1) year terms making for a total of up to four (4) years per total term. Bid rates must be bid both per year for the proposed term and per total term of up to 4 years.
- o. No cultivation is allowed within 25 feet of a watercourse, pond or drainage way.

BID SPECIFICATIONS

Leasing of Town-Owned Open Space for Agricultural Purposes - Spring Road Parcel 'A' and North Hill Road Parcel 'D'

Contract Period:

Bid prices offered on the proposal schedule shall be firm for the period date of award through December 31, 2018. The lease may be extended at the discretion of the Town of North Haven for two consecutive additional one (1) year periods for a total contract term of up to four (4) years.

Basis of Award:

The Town of North Haven is seeking bids for the lease of Town-Owned farm land to area farmers. The bid will be awarded to the highest responsive and responsible bidder for the Spring Road and North Hill Parcels.

Insurance:

Insurance requirements as listed in the General Terms and Conditions section of this Bid shall be considered the minimum requirements as noted.

All bidders who do not provide vehicle coverage must produce in writing a statement that they do not have any vehicles and that they will not bring any vehicles on the Town of North Haven's Spring Road or North Hill Road property. If a bidder cannot provide this written information, then the bidder must provide the requested vehicle insurance.

Workers Compensation Insurance must be furnished by the successful bidder.

The Certificate of Insurance should be included with the Bid Proposal. The Town of North Haven must be named as additional insured on the Certificate of Insurance as stated in the General Terms and Conditions.

Award Qualification:

Awards will be considered to the successful Bidder who, is regularly established in the farming and agricultural business, and who has demonstrated the ability to perform the required service in an acceptable manner.

Specific factors that may be considered by the Town of North Haven include:

1. Technical capability of the contractor to accomplish the scope of work required in the Bid Documents. This includes performance history on past and current government or commercial contracts.
2. Demonstrated availability of the necessary manpower (both supervisory and optional personnel) and necessary equipment to accomplish the scope of work required. The owner may make such investigation as deemed necessary to determine the ability of the bidder to discharge this contract. The bidder shall furnish the owner with all such information and data as may be required for that purpose.
3. References may be required prior to the award of the bid.

General Information:

The attached proposal is signed by the Bidder with full knowledge of an agreement with the general specifications, conditions, and requirements of this Bid. It is suggested that the interested bidders make a full survey and inspection of the Spring Road Parcel 'A' and North Hill Road Parcel 'D' to determine the scope and requirements of the work as specified. Failure to examine the premises will not relieve the successful bidder of any of the responsibilities of the contract. Arrangements, appointments and an authorized tour of the Spring Road Parcel 'A' or the North Hill Road Parcel 'D' property will be provided by the Director of the Field Operations or his/her representative. No inspections are to be made without prior authorization or appointment.

It is to be understood and agreed that the status of the successful bidder (hereinafter called the "Contractor") awarded this contract shall be that of an independent contractor and not as an agent or employee of the Town of North Haven and that said Contractor shall not enter into any contracts or commitments on behalf of the Town of North Haven.

The Contractor shall use his/her own employees in the performance of the work and/or services under the contract. Neither this agreement nor any monies to become due hereunder shall be assignable without prior written approval by the Town of North Haven.

The Contract shall obey, abide and comply with all applicable federal and State of Connecticut rules, regulations and laws, Town of North Haven rules, regulations and policies, OSHA requirements, State of Connecticut and local laws and ordinances and all lawful orders, rules and regulations there under relating this agreement.

Town of North Haven – Farmland Lease Properties

Parcel	Location	Assessors Map/Lot	Acres	Former Lessor	Former Crop	Hunting Permitted
A	80 Spring Road	30/110	22.1	Charles Christoforo	Vegetables	No
D	North Hill Road	33/4	18.2	Charles Christoforo	Vegetables	No

Amount Bid for Spring Road - Parcel A per year, for years 1 through 2:

\$_____ per Year for a minimum term of two (2) years;

\$_____ per Year for an additional term of one (1) year (and total term of three (3) years);

\$_____ per Year for an additional term of one (1) years (and total term of four (4) years).

Amount Bid for North Hill Road - Parcel D per year, for years 1 through 2:

\$_____ per Year for a minimum term of two (2) years;

\$_____ per Year for an additional term of one (1) year (and total term of three (3) years);

\$_____ per Year for an additional term of one (1) years (and total term of four (4) years).

FOR INFORMATIONAL PURPOSES ONLY

FARMLAND LEASE

THIS INDENTURE made this _____ day of _____, 2016, by and between the TOWN OF NORTH HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut, and exercising its municipal functions in the Town of North Haven, County of New Haven, and State of Connecticut, hereinafter called "Lessor", acting herein by Edward J. Swinkoski, Director of Finance/Administration; and _____ of the Town of _____, County of _____ and the State of Connecticut, hereinafter called the "Lessee";

WITNESSETH:

That the Lessor has leased and does hereby lease to the Lessee that certain parcel of land referred to as the Spring Road Parcel 'A' and North Hill Road Parcel 'D' located in the Town of North Haven, County of New Haven and State of Connecticut, as more particularly described below and as shown on the "Map Showing Parcels to be Acquired by the Town of North Haven, North Hill Road and Spring Roads, North haven, Connecticut" attached hereto and made a part hereof, subject to utility and other easements that may exist:

<u>Field</u>	<u>Location</u>	<u>Acreage</u>
Parcel A Spring Road	80 Spring Road, North Haven, CT	22.1 acres
Parcel D	North Hill Road, North Haven, CT	18.2 acres

The term of this lease shall be from _____, 2016 to December 31, 2018. The annual rent, whose first year is due payable upon execution of this lease, and annually thereafter, shall be:

<u>Field</u>	<u>Annual Rent</u>
Parcel A Spring Road	\$
Parcel D North Hill Road	\$

It is hereby understood that the leased property and premises are to be used by the Lessee only for the following agricultural purposes:

<u>Field</u>	<u>Crop Use/Use</u>	<u>Comments</u>
Parcel A Spring Road		
Parcel D North Hill Road		

Lessee covenants and agrees to:

1. Roll up and remove all new black plastic from the field immediately after the crop is harvested;
2. Lessee of Spring Road Parcel A field and North Hill Road Parcel D field, throughout the term of the Lease, to pick up and remove visible pieces of plastic in or on the fields prior to the any work commencing, to the satisfaction of the Director of Public Works or his/her designee.
3. Plant a winter crop cover, if vegetables are grown, of close growing grasses immediately after harvesting has been completed. Recommended seeding dates shall be based on the February 2001 Bulletin from the Natural Resources Conservation Services entitled "Cover Crops";
4. No sublease of Spring Road Parcel A or North Hill Road Parcel D is permitted without the Lessor's written consent;
5. Pile stones removed from any field around the perimeter of that field in piles not to exceed three (3) feet in height;
6. Used the designated access shown on the "Map Showing Parcels to be Acquired by the Town of North haven, North Hill and Spring Roads, North Haven, Connecticut" map attached hereto and not construct any new access ways to any field;
7. Allow members of the general public reasonable access for the purposes of bird watching, hiking and walking;
8. Contour plow where required as per "Comments" above;
9. Do not use canary grass or any other potentially invasive grass;
10. Do not install signage of any kind without proper review and approvals by the Town of North haven and applicable agencies therein;
11. Do not remove any trees, shrubs or stonewalls which may exist on the property;
12. Do not remove or install any fences, either permanent or temporary;
13. Do not cultivate for harvest within 25 feet of a water body or watercourse or wetlands;
14. Do not dredge or alter any farm pond, stream, drainage way, channel, or drainage swale without express written permission of the Town of North Haven's Conservation Commission and any permits as may be required from the Inland Wetlands Commission; and
15. Do not alter any paths, trails or other existing features of the land.

The Lessor may make periodic inspections of the leased property on Spring Road referred to as Parcel 'A' and North Hill Road referred to as Parcel 'D' to insure compliance with the foregoing and the Lessee agrees to comply with any reasonable recommendations of the Lessor designed to insure the continued arability of the soil and the protection of the Lessor's water resources.

The Lessor reserves the right to enter the leased premises at any time for the purposes of maintaining, inspecting, repairing, and replacing any underground utility pipes, together with installing necessary fixtures and appurtenances. In the performance of such purpose, the Lessor will work to minimize any damage to growing crops and will bring the premises back to level ground at any time it is necessary to disturb surface thereof.

The Lessee agrees to maintain in force during the term of the lease insurance for Workers' Compensation, bodily injury liability and property damage liability covering the Lessee's farming operations naming the Lessor as an additional insured on said policies. Lessee further agrees to provide copies of said policies to the Lessor.

Lessee further covenants and agrees that if Lessee shall use the leased premises for any purpose other than that herein before authorized; or breach any express covenant, term, restriction or condition contained herein; or make any alteration therein; or commit waste or suffer the same to be committed on said premises; or injure or misuse the same; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it is being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry, is hereby expressly waived by the Lessee.

And it is further agreed between the parties that, whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations herein, the said Lessee hereby waives all right to any notice to possession, as prescribed by the statute relating to summary process.

And it is further agreed between the parties hereto that the Lessee is to comply with and conform to all of the laws of the State of Connecticut and the by-laws, rules and regulations of the Lessor within which the premises is hereby leased are or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open for the inspection by said Lessor or its agents.

And the Lessee covenants and agrees that, in the event the Lessor is required to employ an attorney in order to enforce any provision of this Lease, the Lessee shall pay a reasonable attorney's fee in connection with any such enforcement work.

The Lease may be terminated by Lessor for violation of the terms of the lease on 15-day notice which notice shall be in writing; otherwise, either party may terminate upon 180 days notice to the other, which notice shall be in writing. Upon termination, crops may be harvested with consent of Lessor.

And it is further agreed between the parties hereto and expressly understood that this Agreement shall terminate upon death of Lessee or upon said Lessee discontinuing the use of said leased premises for agricultural purposes; provided, however that the heirs or agents of the Lessee shall have the right to complete the harvesting of any and all existing and growing crops. Said heirs or agents shall be required to abide by all terms of this Lease.

And it is further agreed between the parties that the terms, conditions and requirements set forth in this lease incorporate and include all terms, conditions and requirements set forth in Town of North Haven, project No. 16-26.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate of the same tenor and effect the day and year first above written.

*Signed, Sealed and Delivered
In the Presence of:*

LESSOR
TOWN OF NORTH HAVEN

BY: _____
Edward J. Swinkoski
Director of Finance/Administration

LESSEE

BY: _____

