

**TOWN OF GLASTONBURY
REQUEST FOR PROPOSAL
FARMLAND GROUND LEASE
RPGL-2015-03**

The Town of Glastonbury is accepting proposals from qualified individuals interested in leasing town-owned property for agricultural purposes. The parcel of land is 7.65 acres and located at 396 Old Maids Lane, South Glastonbury, CT. Interested individuals may obtain proposal documents from the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033 or via the Town's website at www.glastonbury-ct.gov.

Proposals must be submitted to the Purchasing Agent no later than **June 06, 2014 at 11:00 AM**.

LATE PROPOSALS WILL NOT BE ACCEPTED.

An Affirmative Action/Equal Opportunity Employer. Minority/Women /Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

TABLE OF CONTENTS

	Page No.
Section I General Information	2
Section II Submission of Proposal	3
Section III Indemnity and Insurance Requirements	4

Attachments

- Attachment A – Town of Glastonbury Response Page
- Attachment B – Statement of Non-Collusion
- Attachment C – Plan Depicting Lease Area

SECTION I – GENERAL INFORMATION

Intent

It is the intent of the Town of Glastonbury to lease Town-owned property for agricultural use. Please refer to location and property map for specific site information. The Town is accepting lease proposals for the following parcels.

<u>Parcel Name</u>	<u>Street Reference</u>	<u>Acreage</u>
Old Maids Lane Property	396 Old Maids Lane	7.65 Acres

The property is located on the south side of Old Maids Lane in South Glastonbury. The tillable acreage subject to this lease is a subset of the larger parcel. The out buildings and stockpiled products are not part of this lease. The land area subject to this lease totals approximately 7.65 acres. It was previously planted in grain corn. Please refer to the map included as part of this document.

Basis For Selection

Many factors will be considered by the Town in its decision to award the lease. While the lease payment is certainly one factor, the nature and type of the proposed land use will be carefully considered. Factors to be considered may include, but are not necessarily limited to, the crops to be grown, amount and type of chemical use, nitrogen use, cultivation methods, length of lease term, and integrated pest management methods. The decision of the Town to lease any parcels shall not be subject to legal challenge or appeal in any form.

Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all proposals. The right is reserved to reject any proposal or any part of any proposal when such action is deemed to be in the best interest of the Town of Glastonbury.

Proposals must be submitted complete in every detail and, when requested, supporting or supplemental information shall be provided. If a proposal involves any exception from stated requirements, they must be clearly noted as exceptions and listed in the proposal. The reason for any exception shall also be stated.

Inspection of Land

Each potential lessee shall inform himself fully of the nature of the conditions and peculiarities of the site. Failure to do so will not relieve a person submitting a successful proposal from carrying out any of the provisions and obligations of the lease agreement.

Term of Lease

The length of the lease period shall be for a minimum of date of execution through December 31, 2014. The Town will consider longer initial lease terms and renewal periods. The final lease term will be subject to negotiation between the Town and interested lessees and may be a factor considered as part of the basis for selection.

Suggested Minimum Per Acre Price

The Town has suggested that potential lessees consider a minimum payment of \$50/acre. It is understood that, depending on the crop(s) to be grown, the proposed per acre price could be either higher or lower.

Farm Land Ground Lease

The lease form to be used by the Town is attached. Interested lessees should review its terms and language carefully and be prepared to satisfy all of the lessee's obligations required under the agreement if their proposal is accepted by the Town.

SECTION II - SUBMISSION OF PROPOSAL**Proposal Instructions**

- All respondents are required to submit a clearly marked original and one (1) copy of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked as follows:

**SEALED REQUEST FOR PROPOSAL
FARMLAND GROUND LEASE
RPGL- 2015-03
DATE: June 06, 2014
TIME – 11:00 A.M.**

- All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
 1. Proposal Response Form (**ATTACHMENT A**).
 2. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on **ATTACHMENT A**. The selected respondent will also be required to complete and sign a Consultant Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs** which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal
 3. Statement of Non-Collusion (**ATTACHMENT B**).
 4. Any technical questions regarding this RFQ shall be made in writing and directed to Raymond Purtell, Director of Parks & Recreation, 2143 Main Street Glastonbury, CT 06033 or by email at raymond.purtell@glastonbury-ct.gov. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588, or by email at purchasing@glastonbury-ct.gov.

All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & RFPs). **It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.** Note: Responses to requests for more specific contract information than is contained in the RFQ shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least three (3) business days prior to the advertised response deadline.

- **Failure to include any of the above-referenced items in the submitted PROPOSAL may be grounds for disqualifying said proposal.**

SECTION III – INDEMNITY AND INSURANCE REQUIREMENTS

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the premises, including during the period of time, if any, prior to the term commencement date, that the Lessee may have been given access to the premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Tenant agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of any policy. Should any policy be cancelled or reduced before the expiration date, written notice must be given to the Town 30 days prior to cancellation or reduction.

ATTACHEMENT A
PROPOSAL RESPONSE FORM



TOWN OF GLASTONBURY
REQUEST FOR PROPOSAL
DATE ADVERTISED

May 24, 2014

DATE / TIME DUE

RPGL # 2015-03

June 6, 2014 @ 11AM

NAME OF PROPOSAL

FARMLAND GROUND LEASE

The Respondent acknowledges receipt of the following Addenda:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

It is the responsibility of the respondent to check the Town's website for any Addenda before submitting the proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes _____ No _____ *

*Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any proposal where the respondent has not agreed to the above statement.

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
E-Mail Address	SS # or TIN#

(Seal – If Bid is by a Corporation)

Attest: _____

Respondent's Name: _____

Parcel Name: Old Maids Lane Property Acreage: 7.65 acres

The following items must be submitted with the proposal, as appropriate. If the item is not applicable, indicate by noting N/A. Failure to provide any of the required information with the proposal is sufficient cause for the Town to eliminate the proposal from further consideration. In submitting this proposal the respondent acknowledges that the Town of Glastonbury reserves the right to exercise its discretion with regard to this or any proposal. The decision of the Town of Glastonbury to accept or reject any proposal is final and not subject to legal challenge or appeal in any form.

1. Proposed Price Per Acre: \$ _____

2. Proposed Term:

Initial Lease Period: _____

Renewal Period: _____

3. List all herbicides, insecticides, fungicides, soil sterilants, etc. to be used. (If none needed, indicate N/A).

4. MSDS for all pesticides and fertilizers. (If none needed, indicate N/A).

5. Sample labels for pesticides and fertilizers included. (If none needed, indicate N/A).

6. Identify restricted Pesticides to be used.

7. Include a copy of the pesticide applicator's license if using restricted pesticides. (If none needed, indicate N/A).

8. Pesticide applicator's license other than Lessee's included. (If none, indicate N/A).

Respondent's Name: _____

9. Crops to be grown.

_____.

10. Fertilizer types (N-P-K) and sources of Nitrogen identified.

_____.

11. Overview of fertilizer program including number of applications and total amount of Nitrogen per acre for the season included.

_____.

12. Integrated Pest Management (IPM) Practices identified and described.

_____.

13. Cover Crop: Type: _____
 Rate/Acre: _____
 Seeded By Date: _____

14. Type of Cultivation, i.e., No Till, Clean Cultivation, Herbicide: _____

15. Please indicate whether or not it is your intention to use propane noise cannons or other sound devices to protect crops. If yes, please describe the number and types of devices to be used, their locations, and dates of use.

_____.

**TOWN OF GLASTONBURY
REQUEST FOR PROPOSAL
FARMLAND GROUND LEASE
RPGL- 2015-03**

**ATTACHMENT B
NON-COLLUSION STATEMENT**

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

FARMLAND GROUND LEASE

THIS FARM LAND GROUND LEASE, (hereinafter referred to as the "Lease") made and entered into on the date hereinafter set forth by and between the TOWN OF GLASTONBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter the "Lessor"), and _____ of _____ (hereinafter the "Lessee").

WITNESSETH:

That for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, the Lessor and Lessee hereby agree as follows:

1. Demise of Premises

Lessor does hereby demise and lease to the Lessee, and the Lessee does hereby lease and hire from the Lessor the premises described on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises"). The Leased Premises consist of _____ acres, more or less.

2. Title and Condition

Lessor warrants to the Lessee that it is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease. The Lessor also covenants with the Lessee that the Lessee, upon paying the rent in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Leased Premises for the specified term, as described in Paragraph 4.

3. Use and Occupancy of Premises

Lessee may use and occupy the Leased Premises for agricultural purposes only.

Lessee agrees that he will permit the Lessor to enter the land at any reasonable time for inspection for any purpose including, but not limited to, the conducting soil tests and to the making of surveys to ensure compliance with erosion control requirements, environmental regulations and any grazing requirements.

The Lessee shall, at the end of each growing season, leave the Leased Premises in good productivity condition and seed the Leased Premises with a cover crop.

4. Term and Options to Extend or Renew

a) The Effective Date of this lease shall be _____.

b) The term of this Lease shall be until _____.

Notwithstanding any other provision of this lease, Lessor shall have the right to terminate this Lease at any time for its sole convenience upon thirty (30) days prior written notice to Lessee without any liability therefore. Notwithstanding this right, Lessor will attempt to accommodate Lessee, if possible, in the harvest of any growing crop.

Lessee shall vacate the Leased Premises upon the expiration or termination of the term unless the Lessor and Lessee renew this Lease, execute a new lease concerning the Leased Premises or agree in writing to an extension of the term.

FARM LAND GROUND LEASE

5. Rent

Rent (the "Rent") for the term of this Lease shall be at the rate of _____ per acre for each twelve (12) month period in the term, payable in advance on the first day of _____ each year. All payments are to be made in cash or by check payable to Lessor's order.

At the time that the first payment of Rent is due, Lessee shall furnish to Lessor:

- a) A plan showing how the Lessee will control erosion with respect to the Leased Premises and conform to inland wetland regulations.
- b) A statement indicating which pesticides, herbicides and/or fertilizers will be used and how often. This statement must be approved in writing by the Conservation Officer of the Town of Glastonbury before the Lessee may apply any such materials to the Leased Premises.
- c) A sum in the amount of twenty dollars (\$20) per acre. This amount may be used by the Lessor to cover the costs of erosion control, seeding the Premises with a cover crop or applying a necessary fertilizer, insecticide or herbicide to the Premises if the Lessee fails to satisfy any of the conditions hereunder and the Lessor, in its sole discretion, deems it advisable to take any such action. This remedy is not exclusive and is in addition to any and all of Lessor's other remedies hereunder and at law or in equity.

This sum shall be returned to the Lessee at the expiration of the term of this Lease and all extensions if the Lessee has complied with all of the provisions hereunder.

6. Taxes

Lessor shall pay all real estate taxes and all other taxes, charges and assessments which may be assessed on the Leased Premises.

7. Compliance with Law

Lessee shall, during the term hereof, comply with and shall cause the Leased Premises to comply with all local, state and federal laws and regulations and restrictions.

8. Liens

Unless otherwise provided herein, Lessee shall keep the leasehold estate free and clear of liens and encumbrances.

9. Termination

This Lease may be terminated at any time by mutual consent of the Lessor and Lessee.

10. Condemnation

If all or a part of the Leased Premises are taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise, the Lease shall terminate as of the date when title to the Leased Premises is acquired by the condemning authority.

FARM LAND GROUND LEASE

If the Lease is so terminated pursuant to this Paragraph, Lessee shall not be entitled to any damages or compensation of any kind whatsoever which may occur as a result of said taking.

11. Indemnity and Insurance

The Lessee shall indemnify, defend and hold harmless the Lessor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Lessee's use of the premises or conduct of business therein including any damage caused by livestock put upon the Leased Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Lessor, its employees, agents or contractors) by or on behalf of the Lessee in or about the premises, including during the period of time, if any, prior to the term commencement date, that the Lessee may have been given access to the premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Lessee in the performance of the Lessee's obligations under this Lease, or (d) any act, omission or negligence of the Lessee or its agents, contractors, employees, subtenants, licensees or invitees. The Lessee shall name the **Town and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies.

In case any action or proceeding is brought against the Lessor by reason of anyone or more thereof, the Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Lessor shall so request, at the Lessee's expense, by counsel reasonably satisfactory to the Lessor.

Lessee shall, at Lessee's expense, obtain and keep in force at all times during the term of this Lease, the following insurance coverage with an insurance carrier that is approved by the State of Connecticut with a minimum (A-) Best rating acceptable to Lessor:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
- A Waiver of Subrogation shall be provided

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage
Each Occurrence \$1,000,000
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided

FARM LAND GROUND LEASE

Coverage should insure the Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Leased Premises. The limit of said insurance shall not, however, limit the liability of Lessee hereunder.

Lessee may carry such insurance under a blanket policy provided an endorsement naming Lessor as an additional insured is attached thereto.

Certificates of insurance acceptable to the Lessor shall be delivered to the Lessor within ten (10) days of the execution of this Lease. Tenant agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of any policy. Should any policy be cancelled or reduced before the expiration date, written notice must be given to the Town 30 days prior to cancellation or reduction.

12. Sub-letting: Successors and Assigns

Lessee may not sublet the Leased Premises or mortgage, sell, assign or transfer his rights pursuant to this Lease, without the written consent of Lessor.

13. Conditions of Default

- a) Any of the following occurrences or acts shall constitute an Event of Default:
 - 1.) Failure to make any rental payment when due.
 - 2.) Failure to keep and perform any of Lessee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Lessor to Lessee specifying the nature of the default and demanding cure.
- b) Upon the occurrence of an Event of Default, and during the continuation thereof, Lessor may, at its option, either;
 - 1.) Proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof; or
 - 2.) Give Lessee written notice of Lessor's intention to terminate this Lease on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the Lease shall terminate and all rights of Lessee shall expire, unless before such date all arrearages shall have been fully paid and all other defaults shall have been fully cured. Lessee agrees to vacate the Leased Premises within said fifteen (15) day period.
- c) In the event of the termination as set forth above, Lessor may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems advisable. No termination of this Lease and no re-entry by Lessor shall prevent Lessor from recovering damages for Lessee's breach. No re-entry by Lessor shall be considered a termination of the Lease unless written notice of such intention shall have been given to Lessee.

14. Fences, Crops and Trees

The Lessee agrees that he shall construct and maintain any necessary fences and maintain any existing fences within or adjacent to the Leased Premises.

FARM LAND GROUND LEASE

All crops produced by Lessee on the Leased Premises shall be the property of the Lessee.

The Lessee agrees not to cut or remove any existing trees on the Leased Premises without the written consent of the Lessor.

15. Notice and Demands

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent postage prepaid, by certified mail to:

Lessor:
Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attention: Town Manager

Lessee:

or at such other address as the parties hereto shall designate in writing in manner above provided.

16. Surrender

Lessee agrees to surrender possession of the Leased Premises to Lessor at the termination of this lease.

17. Miscellaneous

The paragraph headings contained in this Lease are for reference purposes only and shall not control or affect its scope of interpretation in any respect. This Lease and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the respective heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____, 2014.

Signed, sealed and delivered in the presence of:

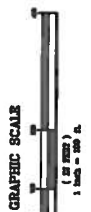
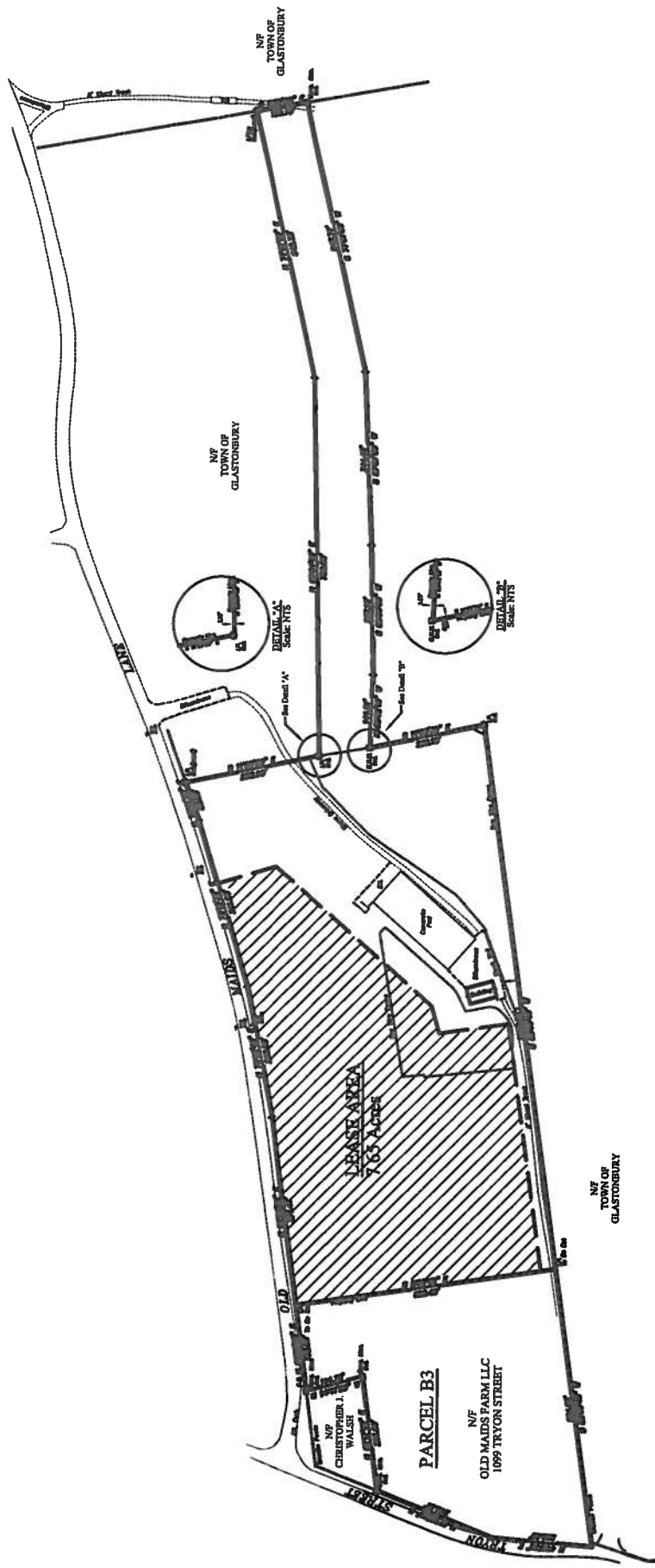
LESSOR:
TOWN OF GLASTONBURY

By: _____
Richard J. Johnson
Town Manager

LESSEE:



LOCATION MAP
SCALE: 1"



NO.	DATE	DESCRIPTION
1	08/15/2017	ISSUED FOR PERMITTING



NO.	DATE	DESCRIPTION
1	08/15/2017	ISSUED FOR PERMITTING

PROJECT NO. 15102, DRAWING NO. 15102-001, SHEET NO. 15102-001-01, DATE: 08/15/2017, 10:00 AM

PLAN DEPICTING
LEASE AREA
BY
TOWN OF GLASTONBURY
396 OLD MAIDS LANE
GLASTONBURY, CONNECTICUT

