

**TOWN OF GUILFORD
BID #9-1920
HAYING AND HARVESTING CROPS PORTION OF NORTHERN
HEIGHTS
TOWN PROPERTY
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**NOTICE
TOWN OF GUILFORD
HARVESTING CROPS PORTION OF NORTHERN HEIGHTS
TOWN PROPERTY
BID #9-1920**

The Town of Guilford in conjunction with the Agricultural Commission requests bids to enter into a license with the Town for the right to harvest crops at a price per acre as more particularly described in the attached bid package, which bids should be submitted in sealed envelopes to the attention of Kevin Magee at Natural Resources Department with **BID #9-1920 AND BID TITLE** listed on outside of envelope by **2 p.m. on Monday, May 4, 2020** in the drop box located outside Town Hall South at 50 Boston Street, Guilford, CT 06437. Bids received after this date and time will be rejected. Proposal packages may be obtained on the Town's website at www.ci.guilford.ct.us or on state's DAS website.

Upon notification of award of bid, the successful bidder shall enter into a license agreement with the Town, in the form attached to the bid documents and shall provide the Town with the required insurance certificate, more particularly described in the bid documents.

Any questions regarding the proposals should be directed to Kevin Magee, Environmental Planner at mageek@ci.guilford.ct.us or at 203-453-8074 with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us and ahernv@ci.guilford.ct.us.

The Town of Guilford reserves the right to reject any or all bids; or to waive defects in same, if it deems such to be in the best interest of the Town.

Matthew T. Hoey III
First Selectman

Notice published on Town website and DAS website: April 21, 2020

**TOWN OF GUILFORD
GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS**

The general rules and conditions outlined below apply to all purchases authorized by the Town of Guilford. The conditions outlined become a formal part of each Invitation to Bid unless otherwise specified. All Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Bidder's own risk.

The terms and conditions outlined in the Invitation to Bid become part of the formal contract following award, unless specified otherwise.

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material, unless otherwise stated in the Invitation to Bid. All appropriate blanks shall be completed. The signer of the bid shall initial any interlineations, alteration or erasure on the specification document. Bidders shall not change the Proposal Form nor make additional stipulations on the specifications document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 The Base Bid is the sum stated in the bid for which the Bidder offers to perform the work or provide merchandise or equipment described in the bid package as the base, to which work or materials may be added or from which work or materials may be deleted from sums stated in alternate bids.
- 1.4 Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
- 1.5 Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
- 1.6 Unit prices will not be considered unless specifically requested in the original bid package. Unit price is defined as an amount proposed by Bidders, stated on the Proposal Form, as a price per unit of measurement for material or services added to or deducted from the base bid by appropriate modification, if estimated quantities of work required by the contract documents are increased or decreased.
- 1.7 Each bid must be legible (no pencil), include the full name, business and e-mail address, and telephone number of the Bidder and be signed in ink by the Bidder.
- 1.8 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.9 A duly authorized representative of a Bidder entity must sign the bid and any applicable bond(s) in the name of such entity. Such representative must attest that he/she is duly authorized to bind such entity or submit a corporate resolution or limited liability/partnership consent evidencing such authority.
- 1.10 Bids received after the time and date established for receiving bids will be rejected.

- 1.11 At bid opening all bids are publicly opened and received. The bids will be considered unverified and subject to further review for acceptance/disqualification. Upon determination of acceptable bids to be considered for award, the Town shall prepare a bid summary by the Town of Guilford, which summary shall be available to all Bidders upon their request.
- 1.12 Estimated quantities may be listed as part of a bid package in order to assist Bidders, but Bidders are reminded that actual quantities ordered may vary from figures listed and the Town will not be held liable for any difference. On “as required” bids, acceptance of this bid will bind the Town to pay for, at unit price only, quantities ordered and delivered. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.
- 1.13 Bidders shall submit catalogues, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work proposed in the bid.

2. BIDDER’S SECURITY

- 2.1 If required by bid specifications, a Bid Security, as a guarantee of good faith, in the amount of ten percent (10%) of the base bid and in the form of a certified check, cashier’s check, or Bidder’s bond, shall be required to be submitted with the bid package for all bids.
- 2.2 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.3 Bid security will be returned to the successful Bidder as follows:
 - 2.3.1 For bids with specified quantities for which the awarded bid package and delivery of award notice constitute the contract; upon the delivery of all equipment or merchandise (and/or performance of services, if applicable), and upon final acceptance by the Town.
 - 2.3.2 For all other contracts; upon receipt by the Town of the executed contract and applicable bonds, if any.
- 2.4 Town shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.4.1 A contract has been executed and bonds have been furnished.
 - 2.4.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.4.3 All bids have been rejected.
- 2.5 Bid security will be forfeited to the Town as full liquidated damages, but not as a penalty, for any of the following reasons:
 - 2.5.1 If the Bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.5.2 If the Bidder fails or refuses to enter into a contract on forms provided by the Town, and/or if the Bidder fails to provide sufficient bonds or insurance within applicable time periods set forth in the bid package.
- 2.6 The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed. The bond must be signed by an official of the surety company and corporate seal must be affixed over his/her signature. Signatures of two witnesses for both the principal and surety must appear on the bond, a required by law. A power of attorney for the official signing the bond for the surety company must be submitted with the bond.

3. CLARIFICATION OF SPECIFICATIONS/ADDENDA

- 3.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error, which they may discover upon examination of the specification documents.
- 3.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request to Kevin Magee @mageek@ci.guilford.ct.us with a copy to the Purchasing Department at millmanp@ci.guilford.ct.us and ahernv@ci.guilford.ct.us by Monday, April 27, 2020 at Noon. Failure to request a clarification or interpretation within said time frame shall be deemed a waiver of the right to assert these issues and claims in the future.
- 3.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 3.4 Oral interpretations or changes to the specifications documents made in any other manner, will not be binding on the Town and Bidders will not rely upon such interpretations or changes.
- 3.5 Addenda are written instruments issued by the Town prior to the bid opening date, which modify or interpret the specification document by addition, deletion, clarification or correction.
- 3.6 It is the Bidder's responsibility to check for addenda prior to submitting proposals.
- 3.7 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 3.8 No addenda will be issued later than forty-eight (48) hours prior to the bid opening date, except addenda withdrawing the Invitation to bid or addenda which includes postponement of the bid.
- 3.9 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the Proposal Form.

4. BIDDER REPRESENTATION

- 4.1 Each Bidder by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents, and the bid has been made in accordance therewith.
- 4.2 Each Bidder for services further represents that the Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, furnishing and completion of the services. Bidder acknowledges that it is solely responsible for investigating and satisfying itself as to all actual and existing site conditions.
- 4.3 Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

5. SUBSTITUTIONS

- 5.1 Wherever in the specifications or Bid Proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing standard of

required function, dimension, appearance and quality to be met by any proposed substitution.

- 5.2 No substitution will be considered prior to receipt of bids unless written request for approval has been received by Town at least five (5) business days prior to date of receipt of bids. It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Town that said item is equal to, or better than, the product specified. Bidder shall identify the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The Bidder must indicate any variances by item number from the specification document. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient. Town reserves the right to approve as an equal or to reject as not being equal any article the Bidder proposes to furnish which contains major or minor variations from the specifications requirements. Any deviation from the Town's specifications not previously submitted as required by the above will be grounds for rejection of the material and/or equipment.

6. SAMPLES

- 6.1 When samples are required from Bidders, the samples may be retained by the Town of Guilford until the delivery of contracted items by the awarded Bidder and with respect to the rejected Bidders, upon notification of such rejection. Bidders shall be responsible for delivery and removal of samples, at Bidders' sole cost. All samples are to be marked samples and delivered to Guilford. The package must indicate the name of the Bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient grounds for rejection of the bid.

7. BID AWARD

- 7.1 The signed bid proposal shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon receipt of proper Town authorization from the Board of Selectmen, and delivery by the Town of a notice of award letter to the winning bidder, or if applicable, execution by the Town and Bidder of a separate contract, in the form included in the bid package, or if not included in the bid package, in a form mutually acceptable to both parties. In either case, the terms and provisions of the Town's bid package shall be deemed incorporated into the contract. *Notwithstanding anything to the contrary stated herein, the contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles/services. The Town's extended obligation on those contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year. In the event that funding is not available at the time of award and/or execution of the contract and/or if the Town budget is approved for the fiscal year in which the contract is to be performed after contract execution or time of award but prior to the performance of the contract, the Town reserves the right to cancel the contract.*
- 7.2 Contracts shall be executed by the Bidder and delivered to the Town for counter-execution within five (5) business days of award notification.
- 7.3 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the

bid. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

- 7.4 If two or more Bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such Bidders shall be final. Selection shall be made by drawing lots in public, unless one of the bidders is a resident bidder, in which case preference shall be given to the resident bidder.
- 7.5 The contract will be awarded to the lowest responsible Bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of Guilford to accept it. The Town reserves the right to reject any or all bids. The Town specifically reserves the right to reject the low Bidder.

In determining responsibility the following qualifications in addition to price will be considered.

- a. The ability, capacity and skill of the Bidder to perform required services.
 - b. The ability of the Bidder to perform the contract or provide the service promptly within the time specified.
 - c. The quality of performance of previous contracts or services, including, without limitation, the safety record of the Bidder.
 - d. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or services.
 - e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - f. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - g. The ability of the Bidder to provide future maintenance and service for the use of the material and/or equipment.
- 7.6 The Town reserves the right to reject all bids or any part of a bid or to waive defects in bids if to do so is deemed to be in the best interest of the Town. The Town reserves the right to waive irregularities and technicalities in bids, such as shall best service the requirement and interest of the Town. Clerical errors detected at the bid opening will be corrected and initialed by the Selectman, Bidder and a witness if present.

8. TERMS OF PAYMENT

- 8.1 Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
- 8.2 The Town is exempt from state and local taxes.
- 8.3 A contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles. The Town's extended obligation on these

contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year.

9. PERFORMANCE/LABOR AND MATERIALS BOND

- 9.1 If required by the bid specifications, the successful Bidder shall supply an original performance bond and labor and materials bond in the amount of 100% of the total awarded bid amount within five (5) business days of the award notification. The provisions of Section 2.6 above shall apply to the bonds required by this Section 9.1. The bonds shall remain in effect for one year from the date of delivery of the bonds to the Town. Should the Town elect to renew the terms of the accepted proposal, if applicable, then the bonds shall be extended for the period of such renewal period and the performance bond shall be increased to the full amount of the revised contract price, if applicable.

10. INSURANCE REQUIREMENTS

- 10.1 The successful Bidder shall, at its own expense and cost, obtain and keep in force during the duration of the work/project the insurance set forth below covering the Bidder and its agents, employees and subcontractors and other providers of services and shall name the Town of Guilford and its employees and agents as “Additional Insured” on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability Certificate of Insurance.
- 10.2 Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-. In addition, all Carriers are subject to approval by the Town of Guilford.
- 10.3 The Town reserves the right to require additional coverages than those listed below, including, without limitation, Builder’s Risk insurance for construction projects and Owner’s Protective Liability, if desirable.
- 10.4 The required coverages are as follows:
- a. **Commercial General Liability** (on an occurrence basis): (i) including premises & operations, products and completed operations, personal and advertising injury, contractual liability and independent contractors, (ii) limits of liability for bodily injury and property damage each occurrence \$1,000,000, aggregate \$1,000,000 (to be applied separately to each job), and (iii) waiver of subrogation shall be provided.
 - b. **Automobile Insurance:** (i) including all owned, hired, borrowed and non-owned vehicles and (ii) limit of liability for bodily injury and property damage per accident \$1,000,000.

The Bidder shall provide a Certificate of Insurance to the Town within five (5) business days after receipt of notice of award. The Certificate shall specify that the Town of Guilford shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. Notwithstanding the forgoing, in the event that any State laws or regulations require additional coverage and/or higher coverage amounts, State laws and regulations shall control.

11. WARRANTIES AND MAINTENANCE

- 11.1 Copies of manufacturer's warranties and maintenance policies and associated costs shall accompany the bid proposal for items being bid.
- 11.2 At a minimum the Bidder shall warrant that any defective components discovered within a one year period after the date of installation/delivery shall be replaced at no expense to the Town, unless otherwise specified. Bidder shall pay the cost of all shipping with regard to such defective parts (both return and purchase of replacement parts.)

12. INDEMNIFICATION

- 12.1 The Bidder shall indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the performance of the contract, or any negligent or willful act or omission of the Bidder, its subcontractors, employees or agents, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to any type of pollution and/or environmental impairment or release into or upon land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under 12.1 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder, its subcontractors, agents or employees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the contract.

13. MISCELLANEOUS CONTRACT TERMS

- 13.1 **Delivery.** Bidder shall state on its Proposal Form the date upon which it can make delivery of all equipment or merchandise. Time is of the essence. All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. at the location specified by the Town. The Town reserves the right to cancel orders or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form. Such failure to deliver shall authorize the Town to purchase replacement articles of comparable grade from third party supplier(s). On all such purchases, Bidder shall reimburse the Town, within a reasonable time as specified by the Town, for any expenses incurred in excess of contract prices or the Town may deduct such amount from amounts owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. If in the best interest of the Town, the Town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Town.
- 13.2 **Termination of Contract.** Contracts shall remain in force for the period within which the Bidder must perform as set forth in the proposal, unless (i) there have been satisfactory deliveries prior to expiration; or (ii) an extension has been agreed upon as evidenced by a contract extension executed by Bidder and the Town.
- 13.3 **Assignment.** Bidder shall not assign or transfer this contract or its obligations hereunder without the consent of the Town, which consent may be withheld in the Town's sole discretion.

- 13.4 **Default.** The contract may be terminated by the Town by written notice of default to the contractor upon non-performance or breach of the contract terms. The awarded Bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from Bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the Contractor until resolution of the dispute.

14. **COMPLIANCE WITH LAWS**

- 14.1 The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

a. **Non-Discrimination and Affirmative Action.** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), will be incorporated by contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and

affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

- b. **Executive Orders.** The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- c. **Connecticut's Prevailing Wage Law Provision.** If applicable, the contractor must be in full compliance with Connecticut General Statutes Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
- d. **Occupational Safety and Health Administration Requirements.** According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

TOWN OF GUILFORD
AGRICULTURAL LAND
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is entered into as of May____, **2020** by and between the **TOWN OF GUILFORD** (“Town”), a municipal corporation organized under the laws of the State of Connecticut, as Licensor, with an address of Guilford Town Hall, 31 Park Street, Guilford, Connecticut 06437 and _____ (“Licensee”), with an address of

WITNESSETH

WHEREAS, the parties share a mutual interest in the health and productivity of the agricultural land described below, and the desire to maintain the land in production and protection from conversion to non-farm uses, and enabling natural resource stewardship of the land; and

WHEREAS, the Town desires to grant the Licensee the right to use a portion of the land described below to harvest crops for the term stated below.

IN CONSIDERATION, of the mutual promises herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Licensed Area.

The Town hereby grants Licensee permission to grow and harvest hay and other crops on a portion of the Town’s land containing approximately 90 acres of which approximately 35 acres is harvestable, as depicted on Assessor’s Map 129 as Lots 2, and more fully described on the legal description attached hereto as **Exhibit A** (“Land”). The Land is generally known as Northern Heights. The portion of the Land on which the Licensee may conduct the harvesting activities (35 acres) as well as maintaining the remaining area which is not harvestable (15 acres) is outlined on the map attached hereto as **Exhibit B**, and contains approximately 50 acres, (“Licensed Area”). The Licensee accepts the Licensed Area and the Land in its “as is” condition and acknowledges that it is subject to all matters of title which are of record or otherwise. The Licensee of the grazing area has the right to travel over a 16’ access way adjacent to Lot 18, 19, 20, 21, 22, and 23 to the grazing area as shown on **Exhibit B**.

2. Term/License Agreement.

The term of this License shall commence on May____, 2020 and expires on December 31, 2025 unless sooner terminated as stated herein. The Town may terminate this License upon thirty (30) days prior written notice, in the event of a default by Licensee pursuant to Paragraph 11 hereunder. Notwithstanding the forgoing, either party may terminate this License at any time throughout the term without cause upon 180 days prior written notice to the other.

3. License Fee.

The Licensee agrees to pay an annual license fee to the Town in the amount of _____ (\$_____) per acre for the calendar year 2020 and _____ (\$_____) per acre for the calendar years 2021 through 2025. The License Fee shall be payable annually in two equal installments in the amount of \$_____. The first installment shall be due within thirty (30) days of the date herein and by first day of May of each sequential year. The second installment shall be due on the first day of November of each year. Notwithstanding the foregoing, the parties may agree by a written amendment to the License Agreement to waive all or a portion of the license fee in exchange for services performed by the Licensee on the Land. If the Licensee fails to pay any License Fee within thirty (30) days after the date the same is due, the Licensee shall pay interest on the amount due from its due date until paid at five percent (5%) per annum.

4. Agricultural Operations.

The Licensee will be required to perform the following activities with respect to the Licensed Area:

- a) The primary crop is hay; other crops may be planted with a location and Best Management Plan approved by the Agricultural Commission.
- b) To mow and harvest crops at least twice a year. If thatch is left in the fall, a second mowing is required.
- c) If a crop other than hay is harvested a cover crop shall be planted at the end of the season. At the end of the contract period cropland shall be converted back to hay grasses.
- d) To complete annual soil testing and apply fertilizer and lime as needed in order to maintain a proper pH balance.
- e) To mow brush and grass around the edges of the Licensed Area and around obstructions at least once a year, even if not harvested.
- f) to take proper care of all trees, periodically trim branches and trees, and to prevent injury to the same along the edges of the Licensed Area and around obstructions, after consultation with and permission by the Tree Warden of the Town
- g) To prevent all unnecessary waste, or loss or damage to the Land.
- h) to properly dispose of trash and waste
- i) to provide all supplies, equipment and labor necessary to remove the hay from the Licensed Area in an efficient and timely manner to maintain the Land's open space characteristics.
- j) to secure the entrance to the Licensed Area in order to discourage vehicular trespass, including, without limitation, closing and locking any gates
- k) to allow members of the general public reasonable access to the Land and the Licensed Area for the purposes of bird watching or hiking along the general perimeter of the Licensed Area.
- l) To comply with local, state and federal laws and regulations pertaining to transporting, storing, handling and applying all fertilizers and similar substances. Any application of fertilizer shall be horticultural grade complete formula fertilizers or manures. Material Safety Data Sheets shall be made available upon request of the Town and copies of same shall be submitted to the Town Environmental Planner.

- m) To preserve established watercourses, wetlands or ditches and to refrain from any operation that will injure them and to comply with the Town's Wetlands Regulations, if applicable.
- n) to comply with generally accepted agricultural practices and with all local, state and federal laws and regulations which are applicable to the Licensee's operations on the Licensed Area, including, without limitation, The Connecticut Right to Farm Law (CGS Section 19a-341; The Connecticut Department of Environmental Protection's Manual of Best Management Practices for Agriculture; The Public Health Code; and Water Pollution Control Regulations (CSG Section 22a-430).

5. Prohibited Uses.

The Licensee shall not engage in any of the following activities on the Licensed Area, except with the prior written consent of the Town:

- a) Storage of pesticides or herbicides;
- b) Erection or removal of temporary or permanent structures, signs or improvements, including fencing.
- c) Removal of trees.
- d) Burning brush.
- e) Storage of vehicles or farm equipment, except farm equipment may be temporarily stored during the process of harvesting.
- f) Grazing in Licensed Area.
- g) Application of sludges.
- h) Repair, cleaning or maintenance of vehicles or farm equipment except emergency repair.
- i) Permit or invite other persons to use any part of the Licensed Area.
- j) Removal of minerals or soil from the Licensed Area.
- k) Refueling of equipment, except at entrance gate/ driveway.
- l) No operation of motorized vehicles including the operation of All Terrain Vehicles for recreational purposes except for those vehicles engaging in agricultural operations.
- m) No hunting

6. Reporting Requirements.

By November 1, of each year the Licensee shall provide to the Environmental Planner a report of the Licensee, which shall include the dates that the fields were harvested, the crop harvested, the yield per year, the results of soil Ph test, and the quantity of lime and fertilizer applied.

7. Insurance.

The Licensee shall maintain throughout the term, at its expense, (i) a commercial general liability policy, on an occurrence basis, with limits of liability for bodily injury and property damage insuring against liability for bodily injury and property damage, including contractual liability, in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate, which policy shall name the Town as additional Insured," and (ii) automobile insurance , including all owned, hired, borrowed and non-owned vehicles with a limitation of liability for bodily injury and property damage per accident of \$1,000,000. Insurance shall be with a

carrier licensed with the State of Connecticut and having a minimum Best's Rating of A-. In addition all carriers are subject to the approval of the Town. The Town reserves the right to require an additional Certificate of Insurance evidencing such coverage. The Certificate shall specify that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal, list the Town as Additional Insured, and state that the insurer waives the right of subrogation;

8. Indemnification.

The Licensee shall indemnify and hold harmless the Town, its agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the License, or any negligent or willful act or omission of the Licensee, its contractors, employees, agents or invitees, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to environmental conditions or releases arising out of the use of hazardous materials brought onto or released into the Licensed Area or water, as such terms are generally understood under federal and state laws and regulations. The indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Licensee, its contractors, employees, agents or invitees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the License.

9. Environmental Notice/Remediation.

The Licensee shall immediately notify the Town's Environmental Planner of any release of hazardous materials, including, without limitation, any petroleum products onto the Land or water occurring during the term of this License. With respect to any such release caused by the Licensee, its contractors, employees, agents or invitees, the Licensee shall be responsible, at its sole cost, for all investigations, studies, cleanup, corrective action or response or remedial action required by any local, state or federal government agency authorized to regulate environmental matters. Any such activities shall be subject to consent by the Town. All such activities shall be performed by a reputable environmental company licensed to perform such activities in the State of Connecticut and acceptable to the Town.

10. Inspection Rights.

The Town shall have the right to inspect the Licensed Area in a reasonable manner in order to review Licensee's performance under this License and to inspect the condition of the land.

11. Default.

Each of the following events shall constitute a default under this License by Licensee: (i) a nonpayment of the license fee within thirty (30) days of the due date; or (ii) failure to perform any of the non-monetary obligations of this License within thirty (30) days of receipt of a notice of default from the Town, except in the event of an emergency, in which case such cure period shall be such shorter period of time as is reasonable given the nature of the default. In the event of a default by Licensee under this License, the Town may terminate this License by written notice to the Licensee. Such termination right shall be in

addition to any rights and remedies to which the Town is otherwise entitled under law and equity.

12. Assignment.

The Licensee shall not assign or transfer or grant any rights under this License to another party without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.

13. Surrender.

Upon the termination of this License, the Licensee shall surrender the Licensed Area in the same condition as received, reasonable wear and tear excepted, and the Licensee shall remove all equipment and property from the Licensed Area, and repair any damage caused by such removal.

14. Notice.

All notices, consents or approvals required or permitted to be given hereunder shall be deemed given when hand-delivered or sent certified mail, return receipt requested and addressed as follows: to the Town, to the attention of the First Selectman at the address first written above and to the Licensee, at the address first written above.

15. Miscellaneous.

- a) Binding Effect. This License shall be binding upon the parties' respective successors, heirs and permitted assigns.
- b) Governing Law. This License shall be governed by the laws of the State of Connecticut.
- c) Modification. No modification to this License shall be effective unless it is in writing and signed by both the Licensee and the Town.
- d) Waiver. No delay or failure by either party to exercise any right under this License and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- e) Severability. If any part of this License is invalid or unenforceable, the balance of this License shall remain effective, absent such provision.
- f) Entire Agreement. This License and the attachments hereto represent the entire agreement between the parties and supersede any prior agreements between the parties regarding the Licensed Area.

The parties have executed this License as of the date first written above.

LICENSOR

TOWN OF GUILFORD

By: _____
Name: Matthew T. Hoey, III
Its: First Selectman

LICENSEE

Name:

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
MAP OF LICENSED AREA

EXHIBIT C
COVENANT AND AGREEMENT

TOWN OF GUILFORD
NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF BIDDERS
Code of Ethics Amended November 29, 2018

FOR BID: #9-1920 – HAYING AND HARVESTING CROPS PORTION OF NORTHERN HEIGHTS

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;

3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and

4. he/she has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____
this _____ day of _____, 20_____.

Notary Public My Commission Expires _____ Date

B I D P R O P O S A L F O R M

**Board of Selectmen
Town of Guilford
50 Boston Street
Guilford, CT 06437
Attention: Kevin Magee, Environmental Planner**

**BID #9-1920
HAYING AND
HARVESTING
Northern Heights
Monday, May 4, 2020**

BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

To the Board of Selectmen:

We submit for your consideration our bid for Crop Harvesting.

Crops to be harvested: _____

Bid Price per Acre _____ X 35 Acre = Total Yearly Bid Price _____

Qualifications

Number of years harvesting: _____

Crops harvested: _____

Type of equipment available for harvesting:

1. _____

2. _____

3. _____

4. _____

5. _____

Properties Currently/Previously Harvested:

Property Owner: _____
Contact Name: _____
Address: _____
Telephone No.: _____
Years Harvested: _____

Property Owner: _____
Contact Name: _____
Address: _____
Telephone No.: _____
Years Harvested: _____

Property Owner: _____
Contact Name: _____
Address: _____
Telephone No.: _____
Years Harvested: _____

References:

Name: _____
Address: _____
Telephone No.: _____
Relation: _____

Name: _____
Address: _____
Telephone No.: _____
Relation: _____

Name: _____
Address: _____
Telephone No.: _____
Relation: _____

The undersigned hereby submits the above bid to the Town of Guilford.

Name: _____
Print Name: _____