# **TOWN OF SIMSBURY**

# DEPARTMENT OF PUBLIC WORKS 66 TOWN FOREST ROAD WEST SIMSBURY, CT 06092

#### REQUEST FOR PROPOSAL

#### FOR

# LEASE OF THE TOWN FARM, 73 WOLCOTT ROAD, SIMSBURY, CT 06070

The Town of Simsbury is requesting proposals for LEASE OF THE TOWN FARM, 73 WOLCOTT ROAD, SIMSBURY, CT. The purpose of this lease arrangement is to find a qualified entity to operate farm and provide the best overall benefit to the Town of Simsbury through the use and management of the farm.

The Town of Simsbury reserves the right to accept or reject, without prejudice, any or all proposals, or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of Town of Simsbury.

Questions regarding this RFP should be directed to Thomas J. Roy, PE – Director of Public Works/Town Engineer, via email at pubworks@simsbury-ct.gov. To receive consideration, all questions must be submitted by the close of business on September 29, 2023. A response to all salient questions will be provided via addendum that will be posted on the Town's website under the Finance page's RFQs and RFPs prior to the close of business on October 2, 2023.

Interested and qualified consultants are to submit three (3) copies and one flash drive of their proposal in a sealed envelope, clearly marked "RFP LEASE OF THE TOWN FARM, 73 WOLCOTT ROAD, SIMSBURY, CT," and addressed to Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070. Proposals will be accepted until 10:00 AM on October 5, 2023. No Statement of Qualifications will be accepted after the date and time specified. No fax or email submissions will be accepted

# **TOWN OF SIMSBURY**



# DEPARTMENT OF PUBLIC WORKS 66 TOWN FOREST ROAD WEST SIMSBURY, CONNECTICUT 06092

# **REQUEST FOR PROPOSALS**

### LEASE OF THE TOWN FARM, 73 WOLCOTT ROAD, SIMSBURY, CT 06070

#### **Submission Deadline:**

Thursday, October 5, 2023

#### **Submission Contact and Address:**

Amy Meriwether Director of Finance 933 Hopmeadow Street Simsbury, CT 06070

#### **Purpose:**

The purpose of this RFP is to establish an agreement with a qualified entity with appropriate experience and resources to operate and manage The Town Farm, a Town-owned agricultural property located at 73 Wolcott Road, Simsbury, CT 06070. The Town will select the qualified entity that will provide the best overall benefit to the Town of Simsbury through the use and management of the farm.

# REQUEST FOR PROPOSALS (RFP) LEASE OF THE TOWN FARM, 73 WOLCOTT ROAD, SIMSBURY, CT 06070

#### 1. Introduction and Background:

The Town of Simsbury (hereafter referred to as "the Town") is seeking proposals from qualified entities to operate and manage The Town Farm, a Town-owned agricultural property located at 73 Wolcott Road, Simsbury. The farm spans approximately 48 acres and features several buildings, including a farmhouse (for offices and storage), a classroom with a commercial kitchen, a cow barn, a 6-bay storage garage, 4 hoop houses, a chicken coop, goat barn/pen, greenhouse, pavilion, and a solar array.

The goal of this RFP is to identify a partner that will provide the best overall benefit to the Town of Simsbury through the use and management of the farm. Simsbury values the benefits of engaging the community with this farm through education and outreach activities, CSA programs, farm-to-table dinners, hosting incubator farmers, food donations to the Simsbury Food Pantry and other local charitable organizations, or similar activities.

The entity selected as providing the best overall benefit to the Town will have the opportunity to enter into a five-year lease arrangement with the Town with the option of two five-year lease extensions.

Currently, the Town has a Memorandum of Understanding with the Department of Agriculture for the operation of the farm, and we have three farmer growing crops on the land. In the past, The Town Farm was operated as the Community Farm by the Gifts of Love, a charitable organization located in Avon.

#### 2. Scope of Work:

The selected entity (hereafter referred to as "the Operator") will be responsible for the day-to-day operations, management, maintenance and development of The Town Farm. The Operator will work to maximize the farm's potential and provide meaningful benefits to the community in line with the Operator's Plan of Use. The Operator will be responsible for providing an annual report to the Board of Selectmen on how the farm has provided food to those in need and met the goals and objectives of their Plan of Use. All reporting necessary to keep appropriate organic farming certifications will be the responsibility of the Operator. In the event the Operator is seeking to apply for grants that require the owner's participation, the Town will provide support, as appropriate, and as approved by the Board of Selectmen. The Town's expectation is that the Operator will follow their plan of use and provide adequate reporting to the Town to allow for a transparent operation.

In addition to the daily operation of the farm, general maintenance and upkeep of the property will be the responsibility of the Operator, including, but not limited to: mowing, snow removal, appliance repairs, HVAC servicing, routine facility maintenance (minor repairs to the buildings and grounds). The expectation is that the farm will be kept neat, clean, and orderly at all times. Examples of work to be completed by the Town include: exterior painting, roof replacements, HVAC replacements (excluding coolers), door and window replacements, etc. All utility costs will be borne by the Operator (electrical costs will be offset by the on-site solar array).

#### 3. Proposal Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

- 1. **Experience and Qualifications:** The Operator's experience in farming, agricultural education, community engagement, and relevant certifications.
- 2. **Benefit to the Town:** The extent to which the proposal aligns with the Town's goals and demonstrates a positive impact on the community.
  - Engaging with the community through open farm days, events, CSAs, camps, education and teaching, and other activities that promote agricultural education and awareness.
  - Offering training opportunities for new farmers--with a specific emphasis on minority and underrepresented individuals--to promote diversity and inclusion in farming practices.
  - Providing fresh food to the Simsbury Food Pantry and other local charitable organizations.
- 3. **Educational Programs:** The quality and diversity of proposed educational programs and their potential to engage residents of all ages.
- 4. **Sustainability and Organic Farming:** The Operator's plans for sustainable farming practices and organic cultivation methods.
- 5. **Collaboration:** Demonstrated ability to collaborate with local organizations, including the Simsbury Food Pantry and other community partners.
- 6. **Inclusivity:** The Operator's strategies for promoting diversity and inclusivity, including socially-and economically-disadvantaged persons.
- 7. **Operational Plan:** A detailed narrative explaining how the Operator will administer the farm, including: the proposed crop plan; farming methods; community outreach/engagement, including camps, training, and educational sessions; and any other activities that will occur on the farm.
- 8. **Financial Proposal:** Clarity and reasonableness of the financial terms, including lease payments and investment in the property.

#### 4. Key Event Dates:

- RFP Release Date: Tuesday, September 12, 2023
- Pre-proposal Meeting (on site): Monday, September 18, 2023 at 9:30am
- Submission Deadline: Thursday, October 5, 2023 at 10:00 AM
- Target Possession Date: January 2024

#### **5. Proposal Submission Instructions:**

Interested and qualified consultants are to submit three (3) copies and one flash drive of their proposals in a sealed envelope, clearly marked "RFP LEASE OF THE TOWN FARM, 73 WOLCOTT ROAD, SIMSBURY, CT 06790," and addressed to Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070. **Proposals will be accepted until 10:00 AM on October 5, 2023**. No Proposals will be accepted after the date and time specified. No fax or email submissions will be accepted.

All interested parties are encouraged to inspect and walk the site during our pre-proposal meeting. Parties shall not access the site at other times without receiving prior approval from the Town. Parties are encouraged to inform themselves fully on the nature and conditions of the site.

#### 6. Questions:

Any questions about this project should be directed to: Mr. Thomas J. Roy, PE, Director of Public Works/Town Engineer via email at pubworks@simsbury-ct.gov or by mail to: Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. To receive consideration, such questions must be received at least 14 calendar days before the proposal due date. No oral interpretations shall be made to any respondent as to the meaning of any proposal documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective proposers. Such addenda will become part of this Request for Proposal and the resulting contract. At least three (3) days prior to the receipt of proposals, the Town will post a copy of any addenda to its website, located at: <a href="http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp">http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp</a>. It shall be the responsibility of each Proposer to determine whether addenda have been issued and, if so, to download copies directly from the Town's website.

#### 7. Insurance Requirements:

The Contractor must carry the following types of insurance under which the Town is named as an additional insured on a primary and non-contributory basis, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

A. Workman's Compensation, as required by Connecticut State Statute.

Employer's Liability: at least \$100,000 per employee/ \$100,000 per incident, and \$500,000 per policy.

Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in	
a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

B. Automobile (including owned, hired, non-owned) and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:

Injury to more than one person in a single
a single accident:

Property damage in one accident:

Property damage in all accidents:

\$1,000,000
\$1,000,000

## C. Builders Risk including Fire and Extended coverage:

In an amount equal to the value of construction completed plus materials delivered to the site.

Insurance under B, and C above must provide for a 30-day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for at least twenty-four (24) months after acceptance of the project by the Town.

A waiver of subrogation is required in favor of the Town of Simsbury on all insurance policies, including workers' compensation.

Subcontractors must carry A, B and C in at least the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

NOTE: Coverage under "B" shall include XCU coverage as necessary. Collapse and Underground shall be provided for ALL Contracts. Explosion will be provided if specified, or prior to any blasting being performed under the Contract.

Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Simsbury from and against all claims, bodily injury and property damage, judgments and expenses, including attorney fees that arise from and are alleged to arise from the performance of this Agreement. This provision shall survive termination of this Agreement.

#### 8. Term of Lease:

The length of the lease shall be for a 5-year period, with the option to extend for two additional 5-year periods by mutual agreement.

The payment terms shall be specified in the proposal response. Provided the Operator offers a significant value to the Town of Simsbury, the Town has historically accepted a \$1/year payment for the lease of this property.

#### 9. Submittals Requirements:

The proposal must include:

- 1. Letter of Interest: An overview of the proposal and its key benefits to the Town.
- 2. Operator's Background: Details of the entity's experience, qualifications, and previous relevant projects.
- 3. Operator's Plan of Use: A detailed description of the educational programs, community engagement initiatives, and agricultural activities that will be conducted on the farm, including crops to be grown and farming methods.
- 4. Sustainability Plan: Outline of sustainable and organic farming practices and land management strategies.
- 5. Collaboration Approach: Explanation of how the Operator intends to collaborate with the Town, Simsbury Food Pantry, and other local and state organizations.
- 6. Inclusivity Strategy: Details of how diversity and inclusivity will be promoted in farming practices and training programs.
- 7. Financial Proposal: Clear and comprehensive financial terms, including proposed lease payments, investment plans, and any anticipated grants, state or federal aid.
- 8. Town of Simsbury Code of Ethics and Conflict of Interest Form (attached)

#### 10. Selection Process:

A selection committee will review all submitted proposals and may conduct interviews or request additional information from prospective Operators. The committee will recommend a preferred Operator to the Board of Selectmen for final approval. The recommendation will be based on evaluation criteria listed in this RFP and selecting the Operator that will provide the best benefit to the Town of Simsbury. The goal is to finalize the selection process and take possession of The Town Farm by January 2024.

We look forward to receiving your proposals and partnering with an entity that will contribute positively to the Town of Simsbury and its residents through the operation and management of The Town Farm.

Sincerely.

Thomas J. Roy, PE

Director of Public Works/Town Engineer

#### Attachments:

- A. Conflict of Interest Form
- B. Map of The Town Farm and Farm Facilities
- C. Photos

**END** 

#### TOWN OF SIMSBURY

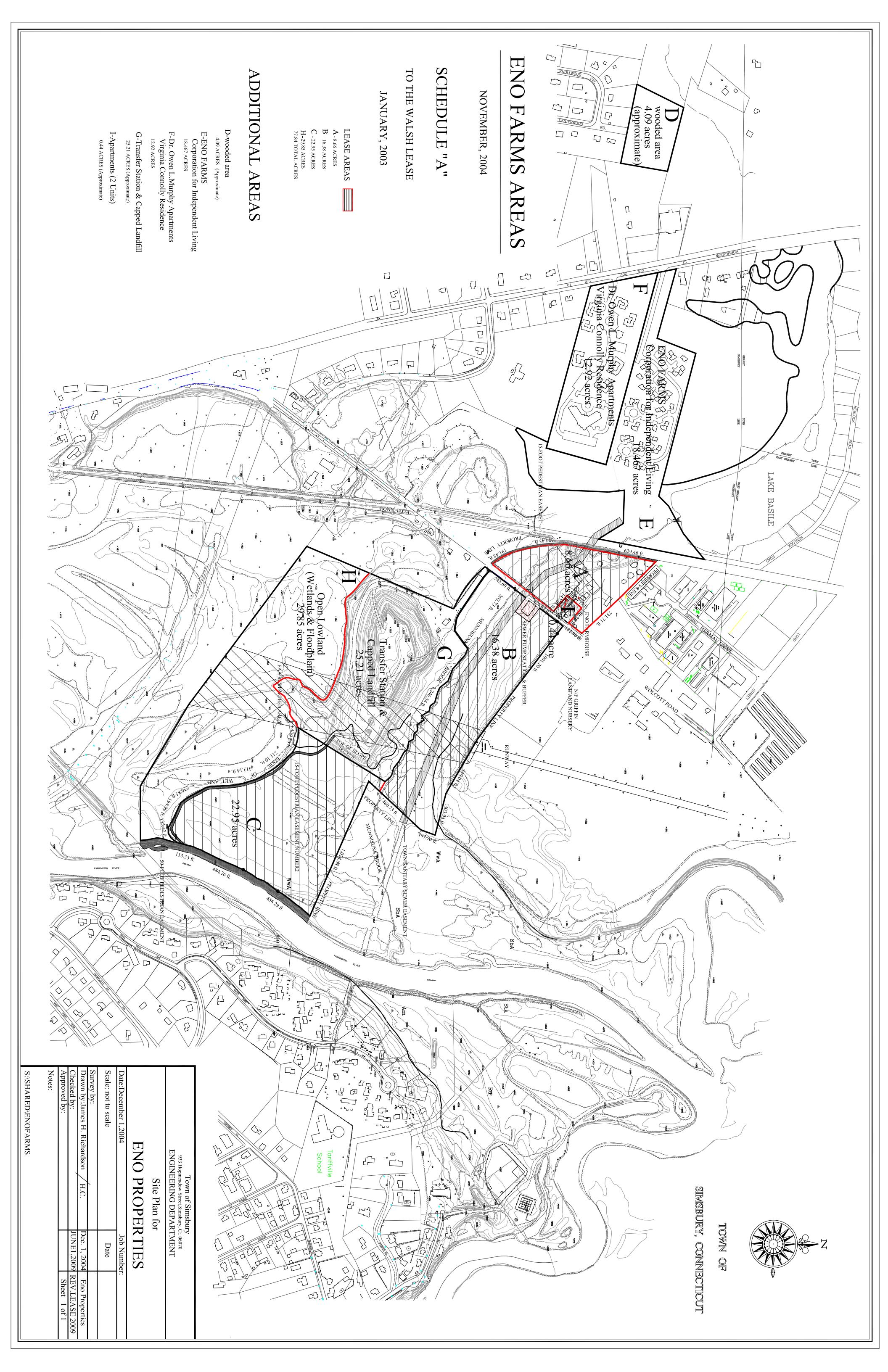
## Acknowledgement Form and **Charter Section 1103 Code of** the Town of Simsbury

#### ACKNOWLEDGEMENT FORM

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception
CONFLICTS OF INTEREST SECTION 1103
NFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose to interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. It disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent the town or of any board or commission shall disqualify such elected or appointed official or such member of a first of commission or such town employee from participation in the awarding, assignment or discussion of said stract, transaction or decision. Violation by any such official, board or commission member or employee of the visions of this section shall be grounds for his/her removal.
nature
me (Please Print)
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A copy of the Town Code is available from the Office of the Town Clerk or is available on line at <a href="http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf">http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf</a>
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CONCRETE SIDEWALK REPLACEMENT HOPMEADOW STREET 2023





Pavilion and brick oven



Pavilion and seating area



Classroom Building



Cow Barn and Bathrooms

Classroom





Classroom

Goat Barn





Commercial Kitchen in Classroom Building



Garage



Amos Eno Farm House