

# Request for Proposal

## Disposal of Property via Lease: Farmland Lease and Leaf Disposal Services



Town of Longmeadow  
Massachusetts

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**TOWN OF LONGMEADOW**  
Request for Proposal  
*for*  
Disposal of Property via Lease:  
Farmland Lease and Leaf Disposal Services

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## LEGAL NOTICE:

### Request for Proposal(RFP):

#### Disposition of Property via Lease: Farmland Lease and Leaf Disposal Services

The Town of Longmeadow, Massachusetts is accepting sealed proposals for the lease of approximately 166+/- acres of town owned farmland located off of West Road, Anthony Road and Birnie Road in Longmeadow Massachusetts. The lease will be for the farming of cropland for the production of a farmer owned crop production. The lease also requires the farmer to facilitate the tilling of town wide gathered fall leaves to compost them into the fields which is part of the Town's fall leaf disposal recycling program. The contract will be a one-year contract with up to two additional annual renewals. Annual renewal options will be at the sole discretion of the Town. Based on Town of Longmeadow property assessor cards the property is located at: Map ID 492/97/192, Map ID 738/155/74/A, Map ID 492/102/192,147, Map ID 738/145/74/A, Map ID 492/104/192, Map ID 738/146/74/A, Map ID 492/99/192, Map ID 492/96/192, Map ID 492/95/192 and Vision ID parcel labeled 'Null' located at the far southern plot of farmland where West Road meets Birnie Road.

Proposal packets are available from the Town of Longmeadow Purchasing Department, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 ([cthompson@longmeadow.org](mailto:cthompson@longmeadow.org) P: 413-565-4185). Proposal documents including all addenda will also be posted online and may be accessed online through the Purchasing Department page of the Longmeadow website: [www.longmeadow.org](http://www.longmeadow.org). Proposers that download documents online are encouraged to register with the Purchasing Department. Others are required to monitor the website prior to the proposal deadline for additional information and issued addenda. Failure to acknowledge addenda may result in a proposal rejection.

Sealed proposals will be accepted at the Longmeadow Purchasing Department until the proposal deadline of **Friday, March 19, 2021 at 2:00pm**. Late proposals will be rejected. Beginning at 2:30pm on the day of the proposal deadline a remote public opening of proposals received will take place through zoom.com. To access the Zoom meeting by phone call: 646-558-8656, Meeting ID: 92317011314, Passcode: 996865. The link to access the remote zoom meeting is: <https://zoom.us/j/92317011314?pwd=dIRsQUIvZWRzc1pGQkiUZGtWeW05QT09> . The Zoom meeting will be recorded.

The Town of Longmeadow, acting through the Town Manager, the Awarding Authority reserves the right to reject any or all proposals, waive minor informalities, and to award a lease contract in the best interest of the Town.

## I. Introduction

The Town of Longmeadow, Massachusetts is accepting sealed proposals pursuant to the Massachusetts General Law, Chapter 30B, section 16 for the lease of approximately 166 +/- acres of town owned farmland located off of West Road, Anthony Road and Birnie Road in Longmeadow, Massachusetts. The lease will be for the farming of cropland for a farmer owned crop production. The lease also requires the farmer to facilitate the tilling of town wide gathered fall leaves to compost them into the fields which is part of the Town's fall leaf disposal recycling program. The contract will be a one-year contract with up to two additional annual renewal options. Annual contract renewals will be at the sole discretion of the Town.

The property for lease is owned by the Town of Longmeadow. Maps of the parcels where farming is required is provided located in Exhibit A. The Town is also soliciting pricing for mowing of the Birnie Road Landfill, see Exhibit B for location.

The Town of Longmeadow acting through the Town Manager, the Awarding Authority reserves the right to reject any and all proposals, waive minor informalities and to award the contract in the best interest of the Town.

## II. Request for Proposal Instructions

### Proposal Instruction

The requirements set forth in these "RFP Instructions" shall become an integral part of a subsequent contractual arrangement.

### Receipt of Proposals

Sealed proposals will be accepted at the Longmeadow Purchasing Department until the proposal deadline of **Friday, March 19, 2021 at 2:00pm**. Late proposals will be rejected. Following the proposal deadline, beginning at 2:30pm on the day of the proposal deadline, the opening of all proposals received will be facilitated through zoom.com making available the proposers contact information and pricing. The zoom link and access information is available in the legal notice.

### Marking of Envelopes

Deliver proposals no later than the proposal deadline, **Friday, March 19, 2021 at 2:00pm** to:

Town of Longmeadow  
Purchasing Department  
Attn: Chad Thompson  
735 Longmeadow Street, Suite 101  
Longmeadow, MA 01106

Postmarks will not be considered. It is the sole responsibility of the proposer to be sure that the proposal arrives on time. **Deliver sealed proposals through the lower stairwell door located at the parking lot side of the building (735 Longmeadow Street), other doors may be locked.**

- Proposals should be clearly marked “**RFP-Farmland Lease and Leaf Disposal Services**”  
 . The proposer’s **Name & Address** should also be on the envelope.

**Within the delivered envelope shall be the completed ‘Proposal Submission Forms’ :**

**Proposal Submission Forms (Pages 1 through 5):**

Include one (1) copy of the Proposal Submission Forms.. The Proposal Submission Forms should include the following:

- Certificate of Non-Collusion
- Statement of Tax Compliance
- Acknowledgement of Addenda Issued
- Disclosure of Beneficial Interests in Real Property Transaction
- Evaluation and Reference Form
  - Farm Equipment
  - Cropland farmed property location(s)
- Lease Price Proposal page
- RFP Price Proposal Submission Forms

**III. Request for Proposal Conditions**

**Interpretation of Contract Documents**

All interpretations and supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be emailed or faxed to all proposers on record as having requested the RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligation under his submission. All addenda as issued shall become part of the contract documents. Any addenda will be available from the Purchasing Department of the Town of Longmeadow, Attn: Chad Thompson-Procurement Manager, 735 Longmeadow Street, Suite 101, Longmeadow, MA 01106 (Phone 413-565-4185, [cthompson@longmeadow.org](mailto:cthompson@longmeadow.org)) Proposal documents including all addenda will also be posted online and may be accessed online at the Purchasing Department webpage found through Longmeadow website: [www.longmeadow.org](http://www.longmeadow.org) . Select ‘Department’ from the toolbar, then select ‘Purchasing’, then select ‘Bid & RFP Finder’ to view documents. Proposers that download documents online are encouraged to register with the Purchasing Department. Others are required to monitor the website prior to the bid deadline for additional information and issued addenda. Failure to acknowledge addenda may result in a proposal rejection. Any issued addenda will be posted to the website no later than two days before the actual proposal deadline.

**Modification of Proposals:**

A proposer may correct or modify a proposal by written notice received by the awarding authority prior to the submission deadline. Modifications must be submitted in a sealed envelope clearly labeled “MODIFICATIONS TO RFP- Farmland Lease and Leaf Disposal Services”. The name and address of the proposer should also be documented on the envelope.

After the submission deadline, a proposer may not change any provision of the proposal. Minor informalities will be waived or the proposer will be allowed to correct them. If there is a mistake and the intent is clearly evident on the face of the document the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw

the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the document, but the intended correct proposal is not similarly evident.

#### Withdrawal of Proposals

Proposals may be withdrawn prior to the time of receipt of proposals, only on written request to the awarding authority. No proposer shall withdraw his proposal within a period of ninety (90) days after the date set for the receipt of proposals.

#### Unexpected Closures

If at the time of the scheduled receipt deadline, the Longmeadow Community House (735 Longmeadow Street) is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, etc. the receipt of proposals will be postponed to the next normal business day at 2:00pm with the zoom proposal bid opening occurring at 2:30pm on the same day.

#### Good Faith, Fraud, and Collusion

The proposer hereby certifies that no officer, agent or employee of the Town of Longmeadow has a special interest in the RFP; that the proposer is competing solely on it's own behalf without connection with, or obligation to, any undisclosed person or firm; that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same work (See Certificate of Non- Collusion form which must be completed and returned with proposal).

#### Contract Term:

The contract term will be for one year with up to two annual renewals at the sole discretion of the Town of Longmeadow. To be more specific the initial/first term of the contract will be from approximately April 1, 2021 through December 31, 2021. The remaining renewal option terms will be from January 1, 2022 through December 31, 2022 for the first renewal option term; and January 1, 2023 through December 31, 2023 for the second renewal option term.

#### Price Proposal:

Utilize the 'RFP Lease Price Proposal' form supplied with the Proposal Submission Forms. Alternate supplied pricing formats will not be allowed. Complete the Price Proposal Submission Forms as provided. The proposal pricing consists of a Base Bid for the lease of farmland and leaf disposal services, and Bid Alternate No.1 for mowing services of the capped Birnie Road landfill.

#### M.G.L. 30B Exemption:

The Town may utilize the exemption of M.G.L. Chapter 30B, 1(b)(30) for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials.

#### Contract Award:

Proposals received will be evaluated by a Review Committee. Proposals will be evaluated first to determine if a proposal meets the RFP Minimum Requirements. Those that do meet or exceed all Minimum Requirements will then be evaluated based on Comparative Criteria. Proposals that do not meet all Minimum Requirements will be rejected. The Town reserves the right to check references, to investigate, validate, and confirm proposal content, and to contact the proposer if additional clarification is needed.

The contract will be awarded based on the most advantageous proposal from the proposer that is responsive and responsible taking into consideration price and the evaluation criteria as evaluated by the Town's Review Committee. The award may or may not be the proposer that has the most advantageous price proposal. Since this RFP involves a lease and services provided to the Town, advantageous pricing is considered a Total Bid Price that results in the greatest revenue payable to the Town, or in the event there is no revenue an advantageous price proposal is then one that results in the smallest expense

to the Town. At the sole discretion of the Town, the contract award will be for either the Base Bid only, or the Base Bid with Bid Alternate No.1.

### Insurance Requirements

The successful bidder shall procure, pay for and maintain insurance in the amount and with a company acceptable to the Town, which will protect both the TOWN and the CONTRACTOR from all claims under workmen's compensation and amendments thereto, and from any other claim for damage or personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any other person directly or indirectly employed by either.

Workmen's Compensation Insurance: The Contractor shall take out and maintain during the life of this contract workmen's compensation insurance for all his employees employed in the course of performing services under this contract awarded pursuant to these specifications. In case any class of employees engaged in hazardous work under the Workmen's Compensation statute the Contractor shall provide adequate coverage for the protection of his employees not otherwise protected. Copies of all insurance certificates required under this section shall be provided by the Contractor to the Town prior to the commencement of work on such a contract awarded pursuant to these specifications.

Indemnity Clause: Liability insurance will be required of the successful bidder, in which the successful bidder will hold harmless the Town of Longmeadow and its agents from all claims, legal or equitable, including court costs and reasonable attorney's fees arising out of the Contractor's operation of his collection of refuse.

Insurance: The Contractor shall carry and maintain until completion of the contract, insurance as specified below and in such form as shall protect his performing work covered by this contract, or the Town of Longmeadow and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property which may arise from operations under this contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with, operations under this contract. Except as otherwise states, the amounts of such insurance shall be for each policy not less than:

(a) For liability for bodily injury, including accidental death, \$1,000,000 for any one person and \$1,000,000 on account of one (1) occurrence and \$1,000,000 aggregate limit.

(b) For liability for property damage \$1,000,000 on account of any one (1) occurrence and \$1,000,000 aggregate limit.

The following types of insurance also shall be provided:

Workmen's Compensation Insurance as required by the General Laws of the Commonwealth of Massachusetts.

Bodily Injury Premise-Operation, Contractor's Protective and Complete Operations Public Liability

Insurance, in the amounts required in (a) above.

Property Damage Premise-Operations, Contractor's Protective and Completed Operations Public Liability Insurance, in the amounts required in (b) above.

Bodily Injury Liability Insurance covering the operation of all motor vehicles owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work under this contract in the amount of \$1,000,000 per person: \$1,000,000 per occurrence.

Property Damage Liability Insurance covering the operation of all motor vehicles owned by the Contractor and vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work under this contract in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate.

Contractual Liability Insurance covering the liability assumed by the Contractor in the amount required under (a) and (b) above.

All policies shall, where applicable, be written on an "occurrence basis." All policies shall be so written that the Superintendent of Public Works of the Town of Longmeadow will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided but, shall specifically refer to these specifications and shall state that such insurance is as required by these specifications. Insurance Certificate must be renewed and presented to the Superintendent of Public Works.

work contemplated by this contract. The Contractor agrees to hold the Town and its officers, employees, agents and servants harmless from any claims so made and to indemnify the Town, its officers, employees, agents and servants from all claims, legal or equitable, including court costs and reasonable attorney's fees, arising out of the operation of this contract.

General & Special Provisions:

- The Town reserves the right to cancel this Request for Proposals, or to accept or reject any and all proposals, waive informalities, and to award the lease in the best interest of the Town.
- All proposals received become the property of the Town of Longmeadow.
- The Contractor/Lessee selected shall be expected to comply with all applicable federal and state laws in the exercise of its rights under the lease.
- The consideration of all proposals and subsequent selection of a successful proposer shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
- The successful firm shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (See Gen. Laws c. 151B).



- The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and sub-contracts that the successful firm may award as a result of the lease.
- Proposals must be unconditional.

#### IV. Property Site

The Town of Longmeadow owned farmland available for lease is located on the following parcels which are attached as **Exhibit A- Property Maps & Assessor Cards**. The farmland is located off of West Road, Anthony Road, and Birnie Road. The property for lease includes the following parcels, and outlined in **red line** on the assessor maps:

Vision ID 98, Map ID 492/97/192

Vision ID 6134, Map ID 738/155/74/A

Vision ID 103, Map ID 492/102/192

Vision ID 147, Map ID 738/145/74/A

Vision ID 105, Map ID 492/104/192

Vision ID 148, Map ID 738/146/74/A

Vision ID 100, Map ID 492/99/192

Vision ID 97, Map ID 492/96/192

Vision ID 96, Map ID 492/95/192

Vision ID parcel labeled 'Null' located at the far southern plot of farmland where West Road meets Birnie Road.

It is recommended that the proposer inspect the farmland available for lease prior to submitting a proposal. The lease is for approximately 166 +/- acres of farmland; however, it is the actual Town of Longmeadow owned cropland that is shown on the parcel maps and property cards supplied with this request for proposal document. Prior to submitting a proposal, the proposer will have assessed the actual farmland area that is available for lease, its size, qualities and conditions. The quality of crops grown during the lease will have no bearing on lease requirements. The bidder shall determine what portion of the acreage is not farmable and adjust bid price to account these areas. No deductions or adjustments to the contract will be made for areas found to be unsuitable for farming for any reason.

Crops shall be planted only in the pre-existing footprint of where crops were previously planted on town owned farmland.

**NOTE: Some farmland located off of West Road and Anthony Road is privately owned.** Only Town of Longmeadow owned farmland is available for lease. The Contractor/Lessee only will be solely responsible for any intrusion or damages resulting from farming in error any land that is privately owned. **Do inspect the property cards attached for a clear understanding of which land is Town owned farmland that is part of the lease.**

## **V. Farmland Lease Specifications and Scope of Services**

### **FARMING REQUIREMENTS**

Farm approximately 166 +/- acres of pre-existing tilled cropland located on West Road, Anthony Road and Birnie Road in the Town of Longmeadow including disposal of leaves by tilling them into the land in the fall. All farming and disposal services shall be in conformance to the requirements of the Longmeadow Conservation Committee, the Town of Longmeadow, Massachusetts Longmeadow Department of Public Work and any applicable regulating agency.

Leaf spreading activities by Contractor will commence in October of each year, so it is essential that all farming be completed by the October 15 of each annual contract term. The site must be cleared of all crops and any materials or equipment brought to the site by the farmer. The contract will require the farmer to provide all necessary machinery, tools, apparatus and other means of performing work, and services as specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Department of Public Works and the Longmeadow Conservation Committee.

Between October 15<sup>th</sup> and December 31<sup>st</sup> of each annual contract term the Town of Longmeadow will have full joint access to the farmland with full instruction to the farmer on leaf disposal tilling services the farmer is required to provide under this contract. It is the farmer's full responsibility to provide the fall leaf tilling services required.

### **TOWN ACCESS TO FARMLAND FOR FALL LEAF DISPOSAL SERVICES:**

During the fall season (October 15<sup>th</sup>- December 31<sup>st</sup> of each contract year), the Town of Longmeadow Department of Public Works will always have joint access to the farmland property with entry at will, deliver of fall leaf bags, coordination with the farmer onsite so the farmer can perform the required leaf disposal tilling services. The Town has no intent on tilling leaves as it is the Farmer's responsibility with the contract obligation, however, the Town does have the right to implement leaf-tilling privileges during the fall season through alternate sources in the event fall tilling service are not completed as the DPW schedule requires, or as a result of farm lease contract default. In the event of contract default by the farmer to not fulfill leaf disposal service requirements, the farmer will be liable to the Town to reimburse the Town for expenses incurred by the Town in the event the Town is required to make alternate arrangements to complete the leaf disposal and tilling services. During the fall season, after October 15<sup>th</sup> of each year, the DPW's intent regarding farmland and access to farming operations of tilling the land will take precedent over the farmer's personal intent for the use of the land.

### **FARMING LEASE SPECIFICATIONS:**

The Contractor (Lessee) shall farm the land in a manner congruent with proper use of Conservation land and shall use the premises only for the purpose of farming and may irrigate, cultivate and plant for that purpose in accordance with generally accepted farming practices. Plans for clearing, cutting or digging of drainage ditches must be approved by the DPW Director and must comply with any specific requirements of the Conservation Commission. Because this area is within a 100 year flood plain, State Laws require that no filling may be done unless compensating water storage capacity has been approved by the Conservation Commission.

The Contractor shall maintain and improve the fertility of land under its custody and control, to keep the land open for recreational use, to encourage wildlife habitats, to preserve open spaces and vistas as important to the character of the area, and to promote agriculture. The contractor shall therefore agree to practice farming in a manner consistent with these desires of the Conservation Commission.

The land subject to this contract is used by the Town of Longmeadow beginning October 15 during each year as a special disposal area for town leaves collected by the Town, local landscapers and homeowners. The contractor shall therefore agree that the farmland shall be cleared of all crops by October 15 during the term of the contract. The contractor shall return the farmland to the condition existing prior to the planting and cultivation of crops by October 15, removing from the farmland all evidence of the contractor's farming operations and any related debris or refuse. The Contractor will plant a cover crop of winter rye (or crop pre-approved in writing by the DPW Director and Conservation Commission) which must be sown by October 30th. The cover crop is to be sown on all parcels north of Emerson Road, and on any part of the Farmland that is not being used as part of the Town's leaf disposal program for that year.

Use of pesticides, herbicides, fertilizers or other soil additives must not threaten ground water quality or runoff into the Connecticut River. Contractor agrees to use only Department of Environmental Protection and Massachusetts Pesticide Control Board approved chemicals for the recommended applications, using an integrated pest management operation requiring intensive field scouting and application only according to need. Contractor will submit a copy of Massachusetts pesticide application license to the DPW Director and Conservation Commission prior start of any land applications.

The use by the contractor of pesticides, herbicides, fertilizers or other soil additives must be approved in advance by the DPW Director and the Longmeadow Conservation Commission and must not threaten groundwater quality or runoff into the Connecticut River. To the maximum extent practicable, organic materials and methods shall be employed by the contractor.

All containers of pesticides, herbicides, fertilizers and other soil additives, whether full or empty, shall be removed from the premises daily and disposed of in a legal manner or locked in a trailer for storage providing the trailer and containers stored therein are waterproof.

The contractor shall not commence farming operations earlier than 6:00 a.m. on any day during the term of the contract. The contractor shall cease farming operations as and when it becomes dark during each day during the term of the contract.

The contractor shall maintain the site in a clean and orderly manner and shall be responsible for removing and disposing of materials illegally dumped on the property. If the contractor desires to use any portion of the Farmland for marshaling equipment, refueling, packaging and/or storage, the prior approval of the Longmeadow Conservation Commission must be obtained with respect to any such use of the Farmland, and any such use of the Farmland shall be subject to the requirement that the Farmland is maintained daily in an orderly state, and no windblown debris consisting of paper, plastic bags or other materials will be tolerated. There will be two annual inspections of the property. These inspections are to confirm that the Farmland has been maintained according to the terms of this bid. The inspections will be conducted by the Contractor and by a representative of the Longmeadow Conservation Commission. One inspection will be completed in the fall, before the Town's leaf spreading program is commenced. The second inspection will be completed in the spring to confirm that the Farmland is in a "clean and orderly manner" before the planting season begins.

The contractor shall not erect any permanent structures on the Farmland. The contractor shall not store materials or equipment on the Farmland except during growing seasons with the prior approval of the Superintendent as provided above. Any storage of processing or packaging equipment and materials must be temporary and the appearance of any portion of the Farmland used for any such storage shall be acceptable to the Longmeadow Conservation Commission.

Waste vegetables must be plowed under or carried out of the Farmland and disposed of by the contractor in accordance with applicable governmental requirements, leaving the Farmland in its natural state as provided above.

The contractor shall maintain soil ph and productivity, utilizing appropriate crop rotation, cover crops, corn stubble or other appropriate means to minimize soil erosion.

Any water used by contractor for irrigation of farmlands shall require approval of the Conservation Commission and meet any requirements they shall impose. If the Contractor chooses to irrigate the Farmland, all water used for irrigation purposes must be taken only from the Connecticut River. Irrigation water must not be pumped between the hours of 11:00 P.M. and 6:00 A.M. Irrigation withdrawals must be limited to less than an annual average of 100,000 gallons per day or 9,000,000 gallons in any three month period. When a decision is made to begin irrigation withdrawals, the Conservation Commission shall be notified in writing. Throughout the duration of irrigation, a weekly report shall be submitted to the Conservation Commission listing the capacity of the pump used, and the total number of hours the pump is operated or, in the alternative, the actual number of gallons of water withdrawn. There may be a fees associated with water access.

The contractor shall acknowledge that the Conservation Commission has regulations governing the conduct of the public on land subject to management by the Conservation Commission. Members of the public have access to conservation land, and use it for various recreational purposes. Damage to crops and pilferage is discouraged by periodic patrolling by police, but cannot be guaranteed by the Conservation Commission or the Town. Neither the Town nor the Conservation Commission shall be held liable for any damage to crops or pilferage. The contractor shall indemnify the Conservation Commission and the Town for any loss or damage incurred by the Conservation Commission or the Town on account of the contract or any activities carried out by the contractor pursuant to the contract.

The contractor shall waive any claim which the contractor may have during the term of the agreement for loss or damage suffered by the contractor as a result of or arising out of the contract.

Plowing, harrowing and other cultivation practices shall not encroach on the public way in any respect.

The contractor shall not be permitted to assign or otherwise transfer any of its rights pursuant to the contract, without the prior approval of the Town, in its sole discretion.

#### **LEAF DISPOSAL SERVICES:**

The work to be performed with this contract includes disposal of town leaves on a site as provided by the town in accordance with these specifications and in compliance with requirements of the Longmeadow Conservation Commission Order of Conditions (DEP File No. NOI 205-312), a copy of which is attached to these specifications. Reference the sample '2019 Leaf Program' sheet which provides information regarding the leaf disposal program for residents.

#### **COLLECTION OF LEAVES FACILITATED BY DPW STAFF:**

The site, located on West Road in the Town of Longmeadow, will be available to receive leaves from all Town of Longmeadow trucks and any trucks contracted by the town with leaves collected as part of the Longmeadow collection effort. Additionally, residents and landscapers with approved permits issued by the Longmeadow Building Department will be authorized to drop off for disposal of leaves at the site. Permits and approvals for use of the site for disposal of leaves in accordance with these specifications are obtained through the Town of Longmeadow.

The town will provide personnel for collection of permits from Longmeadow town residents and landscapers. The site staffed by DPW staff will be open to receive leaves and leaf bags from 8:00 am until 5:00 pm seven days per week until the town collection is completed. The site will be available as of October 16 each year for the collection of leaves for approximately six to eight weeks.

#### CONTRACTOR/FARMER SERVICES FOR RECEIVING LEAVES AND SPREADING LEAVES:

The Contractor/farmer is responsible for receiving the leaves from the Town in order to spread and till them into the fields in accordance with the Longmeadow Conservation Commission Order of Conditions.

The contractor/farmer will schedule with DPW staff approximately twenty (20) full labor days (between 8am-3pm) for which the Town will provide assistance to the farmer by loading leaves into the farmers spreader with the DPW's loader. The farmer will then disburse and spread the leaves across the fields. The farmer will spread all leaves received at the leaf collection site(s) during the leaf collection season. The farmer will then independently till the fall leaves into the soil. The Contractor/farmer will be responsible for the removal and disposal of all debris such as the remaining leaf bags.

It will be the responsibility of the contractor to furnish all necessary personnel, materials, and equipment required to properly spread and till leaves in accordance with all applicable laws and permits. In addition to any requirements by local or state agencies, the contractor shall maintain the site in a manner such that all users will have proper and safe use of the site and contractor must comply with all directives by the Town regarding safe and proper use of the site.

The Town of Longmeadow will furnish a loader and operator during the hours of 8:00 am and 3:00 pm Monday through Friday at the site.

It is the contractor/farmers responsibility to open and debag all leaf bags prior to the spreading and tilling process.

#### BID ALTERNATE NO.1, BIRNIE ROAD CLOSED LANDFILL ANNUAL MOWING SERVICES:

Reference Exhibit B-Birnie Road Landfill Mowing Map.

Note the yellow highlighted area shows an expansive area of trees, which have mostly been removed. The Birnie Road Landfill has been cleared and capped which includes 24" of added soil, with mulch and hydro seeded grass. The hydro seed grass is a New England Conservation Wildlife Mix (see the Exhibit B for species). The grass area if mowed needs to be mowed three times per year with a mowing schedule of approximately June 1<sup>st</sup>, August 1<sup>st</sup> and October 1<sup>st</sup> of each contract year. Inspect the Birnie Road Landfill to make your own assessment of area for service as the basis of your bid pricing. The area is estimated to be approximately 13 acres +/- Only mowing is allowed on the capped landfill, soil is to remain undisturbed.

## **VI. Proposal Evaluation**

The Town will follow the process described by M.G.L. Chapter 30B for Requests for Proposals for disposition of real property. This process involves evaluating the Non-Price Proposals first and ranking these proposals. The Price Proposals will then be evaluated. The Town reserves the right to choose a proposal from among all the responsive and responsible proposals which is the most advantageous to the Town at the greatest total lease price over the initial three year term.

### **A. Minimum Requirements**

The proposals will be evaluated for minimum criteria listed below. Proposals that do not meet the Minimum Requirements will be rejected.

1. The farming contractor shall demonstrate for multiple years that they own and/or lease cropland that they have farmed that has an accumulative minimum of 50+ acres of cropland within a single crop year (Provide proof of land ownership, and/or copies of farm leases)
2. The farming contractor shall at minimum have five (5) completed years of experience independently farming cropland they own or have leased as a proprietor (Provide verifiable documentation and/or copies of farm leases)
3. The farming contractor shall own or demonstrate reliable access of required tractor(s) and farm equipment essential for farming of 160 acres of cropland. (Complete the equipment list)

### **B. Comparative Evaluation Criteria**

Proposals which meet the minimum criteria will then be evaluated as to which is the most advantageous based on the following comparative criteria.

#### **1. Criterion – Acreage Capacity Experience for Farming Cropland.**

The farming contractor shall demonstrate for multiple years that they own and/or lease cropland that they have farmed that has an accumulative minimum of 50+ acres of cropland farmed within a single crop year (Provide proof of land ownership, and/or copies of farm lease documentation, documentation of the specific property farmed, and verifiable land locations)

##### Highly Advantageous:

Proposer has provided documentation that successfully demonstrates multiple years of cropland farming owned and/or leased that has an accumulative of 100 acres or more of cropland farmed within a single year.

##### Advantageous:

Proposer has provided documentation that successfully demonstrates multiple years of cropland farming owned and/or leased that has an accumulative of between 70 acres of cropland farmed, but less than 100 acres of cropland farmed within a single year.

##### Not Advantageous:

Proposer has provided documentation that successfully demonstrates multiple years of cropland farming owned and/or leased that has an accumulative minimum of 50 acres of cropland farmed, but less than 70 acres of cropland farmed within a single year.

**2. Criterion – Years of Experience Farming Cropland**

Years of experience the farming contractor has independently farming cropland they own or have leased as a proprietor (Provide proof of land ownership, and/or copies of farm lease documentation, documentation of the specific property farmed, and verifiable land locations)

Highly Advantageous:

The farming contractor has more than ten (10) completed years of experience independently farming cropland they own or have leased as a proprietor (Provide verifiable documentation and/or copies of farm leases)

Advantageous:

The farming contractor has between seven (7) completed years but less than ten (10) completed years of experience independently farming cropland they own or have leased as a proprietor (Provide verifiable documentation and/or copies of farm leases)

Not Advantageous:

The farming contractor has between five (5) completed years but less than seven (7) completed years of experience independently farming cropland they own or have leased as a proprietor (Provide verifiable documentation and/or copies of farm leases)

**3. Criterion – Farm Equipment Quality and Access**

The farming contractor shall own or demonstrate reliable access of required tractor(s) and farm equipment essential for farming of 160 acres of cropland. (Complete the equipment list)

Highly Advantageous:

The farming contractor has equipment that is overall in above average condition based on the opinion of the review committee. If a majority of primary equipment is owned it is also Highly Advantageous due to immediate availability access.

Advantageous:

The farming contractor has equipment that is overall in average condition. Based on the opinion of the review committee, or a majority of the primary equipment is short term lease equipment.

Not Advantageous:

The farming contractor has adequate equipment to meet the minimum requirements, but equipment is generally older and potentially could be upgraded based on the opinion of the review committee, or a majority of the primary equipment is short-term lease equipment.

Proposal Criteria Scoring:

Highly Advantageous = 3 Points

Advantageous = 2 Points

Not Advantageous = 1 Point



**VII. PROPOSAL SUBMISSION FORMS (Page 1 of 5)**

**NAME:** \_\_\_\_\_

**Certificate of Non-Collusion (Mandatory)**

The undersigned certified under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization entity, or group of individuals.

\_\_\_\_\_  
Name and Title of Person Signing Proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

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**Statement of Tax Compliance**

\_\_\_\_\_  
Date

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

\_\_\_\_\_  
Countersignature of Individual or  
Corporate Name (mandatory)

\_\_\_\_\_  
By: Corporate Officer (mandatory)

\_\_\_\_\_  
Social Security No. or Federal Identification No.

Approval of a contract or other Agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. Chapter 62C, Section 49A.

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**Acknowledgement of Addenda Issued:**

The Proposer acknowledges the receipt of the following addenda:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Disclosure of Beneficial Interests in Real Property Transaction (This form is Mandatory)**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. Chapter 7, Section 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: \_\_\_\_\_  
(Name of Jurisdiction)

2. Complete legal description of the property:

3. Type of transaction:     Sale                     Lease or rental for \_\_\_\_\_ (term)

4. Seller(s) or Lessor(s): \_\_\_\_\_

Purchaser(s) or Lessee(s): \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.*

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

<u>Name</u>	<u>Title or Position</u>
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in Item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to Item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EVALUATION AND REFERENCE FORM – TO BE COMPLETED**

**FARM EQUIPMENT:**

Provide a complete list of farming equipment, which would be utilized to farm the Longmeadow cropland:

<b><u>Type of Equipment</u></b>	<b><u>Brand/Model</u></b>	<b><u>Model Yr/Age</u></b>	<b><u>Owned or Leased?</u></b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CROPLAND PREVIOUSLY FARMED:**

The contractor shall provide documentation of their experience farming cropland as an owner/operator (employees of a farmer is not an owner/operator). There shall be proposer documentation of land ownership and/or lease of cropland that has been farmed in previous years. Supply documentation about each lease or land owned that has been utilized for cropland farming. **If the documentation supplied is insufficient for verification/validation it may result in the Town not being able to consider/evaluate the documentation where it is lacking.**

For cropland previously farmed, provide the following information regarding each property location:

**CROPLAND FARMED PROPERTY LOCATION 1**

1) General description about the cropland farmed:

\_\_\_\_\_  
\_\_\_\_\_

2) What was planted on the cropland for the last crop season: \_\_\_\_\_

3) Location/Address of cropland farmed. **SUPPLY DOCUMENTATION**  
Supply address, map or assessor card, or documenting of the farmland location. The information supplied should be sufficient so the land can be actually located. **Documentation supplied:** \_\_\_\_\_

4) Total quantity of cropland land acres farmed at the location: \_\_\_\_\_ Acres

5) How many total years has the cropland at this location been farmed by you: \_\_\_\_\_ Years Total  
List which years: \_\_\_\_\_

6) Who is the land owner of the cropland farmed:  
-If the proposer, supply the municipal assessors property card information which documents you as the owner.  
-If leased, provide complete contact information of the owner from whom the land is/was leased  
Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone Number \_\_\_\_\_

1) Leases documents. Supply copies of lease sections that document the information above. Confidential information such as pricing information should be retracted. **Documentation supplied?** \_\_\_\_\_

**CROPLAND FARMED PROPERTY LOCATION 2**

- 2) General description about the cropland farmed:  
\_\_\_\_\_  
\_\_\_\_\_
- 3) What was planted on the cropland for the last crop season: \_\_\_\_\_
- 4) Location/Address of cropland farmed. **SUPPLY DOCUMENTATION**  
Supply address, map or assessor card, or documenting of the farmland location. The information supplied should be sufficient so the land can be actually located. **Documentation supplied?** \_\_\_
- 5) Total quantity of cropland land acres farmed at the location: \_\_\_\_\_Acres
- 6) How many total years has the cropland at this location been farmed by you: \_\_\_\_\_Years Total  
Which years: \_\_\_\_\_
- 7) Who is the land owner of the cropland farmed:  
-If the proposer, supply the municipal assessors property card information which documents you as the owner.  
-If leased, provide complete contact information of the owner from whom the land is/was leased  
Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone Number \_\_\_\_\_
- 8) Leases documents. Supply copies of lease sections that document the information above. Confidential information such as pricing information should be retracted. **Documentation supplied?** \_\_\_

**CROPLAND FARMED PROPERTY LOCATION 3**

General description about the cropland farmed:

- \_\_\_\_\_  
\_\_\_\_\_
- 1) What was planted on the cropland for the last crop season: \_\_\_\_\_
- 2) Location/Address of cropland farmed. **SUPPLY DOCUMENTATION**  
Supply address, map or assessor card, or documenting of the farmland location. The information supplied should be sufficient so the land can be actually located. **Documentation supplied?** \_\_\_
- 3) Total quantity of cropland land acres farmed at the location: \_\_\_\_\_Acres
- 4) How many total years has the cropland at this location been farmed by you: \_\_\_\_\_Years Total  
Which years: \_\_\_\_\_
- 5) Who is the land owner of the cropland farmed:  
-If the proposer, supply the municipal assessors property card information which documents you as the owner.  
-If leased, provide complete contact information of the owner from whom the land is/was leased  
Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone Number \_\_\_\_\_
- 6) Leases documents. Supply copies of lease sections that document the information above. Confidential information such as pricing information should be retracted. **Documentation supplied?** \_\_\_

***(COPY THIS PAGE FORMAT IF ADDITIONAL PROPERTY SHEETS ARE NEEDED)***

**RFP LEASE PRICE PROPOSAL:**

Annual pricing for farmland lease and services. The Pricing below will be the annual pricing that will apply for all three years of the contract including annual contract renewal options (Specifically, a one (1) year contract, with up to two (2) additional annual contract renewals, each at the sole discretion of the Town). Do not provide conditional pricing structures or alternate pricing formats.

**BASE BID:**

A- Lease of farmland \$ \_\_\_\_\_ PER YEAR

Check one option only that applies for the 'Lease of Farmland', Base Bid A:  
\_\_\_\_ Farmer's lease payment payable to Town (add to Base Bid Total), OR  
\_\_\_\_ Town to pay the farming contractor amount above .  
(Amount above will be a deduction from the Base Bid Total)

B- Leaf disposal Services \$ \_\_\_\_\_ PER YEAR

Town to pay the farming contractor (deduct from Total Bid Price)

**BASE BID TOTAL:** \$ \_\_\_\_\_ PER YEAR

*(Total of Base Bid, Line A & B)*

**BID ALTERNATE NO.1:**

This alternate is an optional award at the sole discretion of the town.

c- Mowing of Birnie Road landfill

Town to pay the farming contractor (deduct from Total Bid Price)

\$ \_\_\_\_\_ PER YEAR

*(Total of Bid Alt No.1, Line C)*

**TOTAL BID PRICE FOR EACH YEAR OF THE CONTRACT:**

\$ \_\_\_\_\_ PER YEAR

*(Total of the 'Base Bid Total' minus Bid Alternate No.1)*

Date: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_