

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

**TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS
2015-2016-2017-2018**

BID NO: #0042-15

ADVERTISED: THURSDAY, APRIL 9, 2015

BIDS DUE: TUESDAY, APRIL 28, 2015 at 10:00 AM

TO APPEAR IN PAPER: THURSDAY, APRIL 9, 2015

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **TUESDAY, APRIL 28, 2015** and then publicly read aloud for the following:

- 1. FURNISHING OF A MOBILE FOOD/SNACK/BEVERAGE CONCESSION VEHICLE SERVICE AT HOLMDEL PARK, MANASQUAN RESERVOIR, AND SEVEN PRESIDENTS OCEANFRONT PARK (BID #0041-15)**

- 2. TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS 2015-2016-2017-2018 (BID #0042-15)**

Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Do Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), "The Public Works Contractor Registration Act" (P.L.1999, s.238, as amended by P.L.2003, c.91), and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

All inquiries are to be directed to the Purchasing Department at (732) 842-4000.

By order of the Board of Recreation Commissioners of the County of Monmouth.

Fred J. Rummel, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by a party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
NON-CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:**

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE FD 504 202 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BRC(05-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

**ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S
CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED
DOCUMENTS LISTED ON THE CHECKLIST**

**The successful vendor(s) must submit the AA302 Certificate to the Division of Public
Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.**

GENERAL SPECIFICATIONS

INTENT:

It is the intent of this specification to describe and govern the **TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS 2015-2016-2017-2018 (BID #0042-15)** hereafter, referred to as the items.

SCOPE:

The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.

GENERAL:

The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.

EQUAL/TIE BIDS:

In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.

PRICE DISCREPANCY:

If there is a discrepancy between the extended price and the unit price, the unit price shall prevail and the agency retains the right to recompute the extended price.

The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.

GUARANTEE:

The bidder shall guarantee that the items and all its parts shall comply with this specification.

PRODUCT:

Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.

QUANTITY:

Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.

PROPOSAL

FORM:

Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

SAMPLE ONLY - PAGE #1

CONTRACT

This AGREEMENT, made and entered into this day of A. D. Two Thousand and - and between the MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body corporate and politic of the State of New Jersey, party of the first: part; AND

party of the second part.

WITNESSETH: That in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, the party of the second part hereby covenants and agrees to furnish and deliver to the Monmouth County Board of Recreation Commissioners, in strict and entire conformity with the specifications hereto annexed, which are made a part of the Agreement as fully with the same effect as if the same had been set forth at length in the body of this Agreement.

The party of the second part agrees to make payment of all proper charges and labor and materials required in the aforementioned work, and indemnify and save harmless the party of the first part, its officers, agents and servants and each and every name and description, including royalty fees and claims for the use of patented materials or payments and from all damages to which the said party of the first part or any of its officers, agents and servants may be put by reason or injury to the person or property of others resulting from carelessness in the performance of said work, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work, or through any act or omission on the part of the said party of the second part, or his agent or agents.

It is also agreed and understood that the acceptance of the final payment by the contractor shall be understood as a release in full of all claims against, out of, or by reason of the work done and materials furnished under this contract.

If proposals received for this contract include unit prices, the party of the first part reserves the right to increase or decrease any or all quantities in each item at the unit price bid.

IN CONSIDERATION OF the premises, the party of the first part agrees to pay the party of the second part for the said furnishing and delivery of

SAMPLE ONLY - PAGE #2

the same payable at the time and in the manner set forth in the specifications and proposal in connection with the same, which are a part of this contract, the same as though specifically set forth herein and attached hereto and made a part hereof is a true copy of the advertisement for bids.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed by the Chairman and attested by its Secretary, with it's corporate seal hereto affixed, on *this* day and year first above written. The party of the second part Is required to tactfully execute and carry out all requirements of the Affirmative Actions of P.L. 1975 c. 127.

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

BY: _____
Fred J. Rummel, Chairman

BY: _____

ATTEST:

ATTEST:

James J. Truncer
Secretary-Director

DATE: _____

DATE: _____

SPECIFICATIONS FOR *TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS 2015-2016-2017-2018* AT PERRINEVILLE LAKE PARK FROM THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY.

SCOPE:

The Temporary Use and Occupancy of Board of Recreation Commissioners' land for agricultural use at the following locations, with approximate acreage:

Crosswicks Creek Greenway Field #1, Upper Freehold, NJ ----- 39.3 acres

Acreage is indicated on attached map and is approximate. Bids are made on locations, not on acreage. (See Method of Award.)

INSURANCE:

The Farmer shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[®]) of same, naming the Monmouth County Park System as the Certificate holder.

A Worker's Compensation and Employer's Liability—covering all of the Farmer's employees engaged in the performance of agricultural use in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B General Liability: Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Farmer shall maintain completed operations insurance for at least two years after final payment.

C Comprehensive Automobile Liability: Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D County Additional Insured: The County of Monmouth must be named as additional insured on all policies except the Worker's Compensation policy.

TERMINOLOGY:

For the purpose of these specifications, the Monmouth County Board of Recreation Commissioners, acting on behalf of the County of Monmouth, will be designated as the **Board**, the successful bidder will be designated as the **Farmer**, and the agreement between the Board and the Farmer to use land for agriculture will be known as the **Temporary Use and Occupancy Agreement** (hereinafter referred to as the **U&O**).

ON-SITE MEETING:

After the U&O has been awarded, an on-site meeting between the park area’s manager and the Farmer will be required before any work can begin.

TAXES:

The Farmer shall pay all taxes and assessments, confirmed or unconfirmed, if any, arising out of the temporary use and occupancy of the property for agriculture, for the duration of the U&O. The Board makes no representations regarding any such taxes or the tax status of the available properties.

MINIMUM BID:

The Board shall establish a minimum annual bid for the location for the first three years of the U&O, with 2% increases required for the last year. The minimum annual bid for each location for the first three years is indicated on each proposal page. Bidders may bid higher than the minimum bid for the first three years, but shall not bid lower than the minimum bid. A bid lower than the minimum bid shall be immediately rejected.

BID AND ESCALATOR:

The lease amount due for each U&O will remain the same for the first three years of the lease, 2015-2016-2017. The lease amount due for the U&O will increase by 2% for the last year of the lease. That is, for 2018, the lease amount due will increase by 2% of the 2017 amount.

Here is an example of how to calculate a bid:

For a hypothetical U&O property, the Board establishes a minimum annual bid of \$950.00 for the first three years of the U&O, with 2% increases required in the fourth year. The Farmer proposes to bid \$1,000.00 for each of the first three years. His bid is above the minimum set by the Board for the first three years, and therefore is acceptable.

In the fourth year, he must bid \$1,020.00, which is the 2% increase over the 2017 amount of \$1,000.00. The Farmer’s total lump sum four-year bid would be \$4,020.00, calculated as follows:

<i><u>Year</u></i>	<i><u>Bid</u></i>
2015	\$1,000.00
2016	\$1,000.00
2017	\$1,000.00
2018	\$1,020.00 (2% increase over 2017)

Total Lump Sum Bid: \$4,020.00

METHOD OF AWARD:

The U&O will be awarded to the bidder offering the **highest four-year total lump sum bid** on the proposal page. Bids for each location shall be made on the total number of available fields specified on the proposal page, not by acreage.

SPECIFICATIONS

A. REQUIREMENTS:

1. The fields available for agricultural use are described in the attached maps for the following:

Crosswicks Creek Greenway Field #1, Upper Freehold, NJ

2. **The U&O shall be for the period beginning when the U&O is entered into by the Farmer and the Board through 31 December 2018.** The U&O land shall be used for no other purpose than the planting, growing, and harvesting of agricultural crops. Payment for the year 2015 shall be made at the time the U&O is entered into. Payment for the years 2016-2017-2018 shall be made on or before 1 January of each year. For payment amount due, see “BID AND ESCALATOR” (p. 2). Payment shall be made in the form of a certified check or official bank check addressed to and payable to the Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, NJ 07738.
3. Failure to make the annual payment within 30 days of the specified payment date shall constitute a breach of the U&O, and as a result, the U&O may be terminated by the Board. The Farmer may not claim a loss of existing crops if the Board terminates the U&O for failure to make payment as specified.
4. If the Farmer defaults in the performance of any of the covenants or agreements in the U&O, the Board may terminate the U&O. If the U&O is so terminated, the Board shall and may reenter the premises, and remove all persons and equipment. The Farmer waives the service of any notice in writing of intention to reenter, as may be provided for by any law or statute.
5. The Board may terminate or adjust the U&O for the Board’s convenience at any time by giving 90 days written notice to the Farmer of intent to terminate or adjust. Upon such termination or adjustment, the Farmer shall yield immediate possession of the affected areas to the Board. The Board shall become owner of all growing crops remaining on the affected premises on the date of termination or adjustment. If termination or adjustment occurs during a growing season, the Board shall be obliged to pay the Farmer the reasonable value thereof. The County Agriculture Agent shall be designated as the arbitrator and make any determination as to value of planted crops. If the termination or adjustment is effective at the end of a growing season, the Farmer must leave the premises with an approved cover crop, if so required by the Board. The Board will refund to the Farmer a pro-rated amount based on the annual payment made by the Farmer, adjusted to the date of termination or adjustment.
6. All U&O land shall be actively farmed. U&O land may not be put into any type of “land bank”, PIK program, set-aside program, or any type of program that pays the Farmer not to farm.
7. The Farmer shall not assign the U&O nor let or sublet the whole or any part of the U&O premises without the written consent of the Board.

8. The Farmer has no authority to give special permission to any individual regarding the use of the U&O land.
9. The Farmer shall not allow the general public to enter the property to harvest or “pick your own,” nor shall the Farmer conduct or allow any on-premises retail sales of any products, whether or not harvested from the property. (See Section C, Item #5.)
10. The park, recreational area, or golf course in which the farmland fields are located will be open and available for use by the general public. It is understood and agreed that the Farmer will not violate the rules and regulation of the Board now existing or hereinafter adopted concerning the visitation and use of the park, recreational area, or golf course by the public.
11. The Farmer agrees to cut no trees, shrubs, or ground cover, and will not make or allow any physical change in the natural conditions of the property without first receiving permission from the Board’s representative during the required on-site meeting prior to beginning work. Such permission will not be unreasonably withheld.
12. The Farmer agrees that Park System personnel may enter into and upon the premises for the purpose of inspecting and the performance of their patrol and maintenance duties of the same and adjoining premises operated by the Board.
13. The Farmer shall have the non-exclusive right to use existing field roads for access to the U&O premises, but there shall be no duty or responsibility on the part of the Board to keep the said roads open or to maintain or keep them in repair. Any and all alterations to be made to the said roads by the Farmer must first be approved by the Board.
14. Access by the Farmer’s vehicles shall be limited to locations designated by the Board. The Farmer shall open, close and secure any gates or barriers upon entering and leaving premises, to prevent unauthorized vehicles from entering property. The Farmer shall at no time block or obstruct gates or access to property to assure access of emergency vehicles at all times.
15. The Farmer shall notify the Board in advance before entering upon the premises when park areas are closed to the public, between dusk and 5:00 a.m.
16. The safe and neat storage of all equipment and supplies related to the farming of the land shall be confined to areas designated by the Board. All equipment and supplies shall be removed from the property during the off-season. Equipment not directly related to the farming practice shall be permanently removed from the property.
17. Portable storage sheds or temporary structures may not be located on the premises.
18. The Farmer shall, at the Farmer’s own expense, pick up and remove daily all litter and debris that are produced as a result of farming.
19. Irrigation from on-site ponds, wells, and streams is prohibited. Irrigation from adjacent streams may be considered if the Farmer:
 - i. Provides a copy of existing current permits to irrigate, or documentation from the agency that controls the water approving the irrigation.
 - ii. Requests permission to irrigate in writing from the Board and receives written approval.

- iii. Buries all pipes, if approval granted, so as not to obstruct Board vehicles on the 30-foot unplowed, unplanted right-of-way around the perimeter of all fields.
20. At the end of each harvest season, the Farmer shall disc under the past year's crop and plant an approved cover crop on all lands farmed. Such cover crop shall be the type meeting current and acceptable agricultural practices, be planted at a minimum of one and a half (1½) bushels per acre, and be an established and actively growing crop before the end of the year. All cover crops shall be sown with a grain drill.
 21. Cover crops must be planted within 14 days after harvest of corn and soybeans, and during the months of September/October should a grain crop have been harvested. In lieu of a cover crop, soy bean or corn stubble may be acceptable if the Farmer requests permission in writing from the Board.
 22. Varmint trapping will be permitted only in those areas where it is deemed by the Board to be necessary in order to prevent an undue hardship on the Farmer. The Farmer shall not engage in varmint trapping without the expressed written consent of the Board. Any authorized trapping must be in compliance with New Jersey Fish and Game Laws.
 23. The use of any type of audible device, such as crow cannons, propane guns, and popguns shall be prohibited. The use of any physical device or barrier, such as balloons, wire, fence, fishing line, and string, intended to discourage nuisance animals must be requested in writing, including a plan or diagram of the proposed device or barrier, in order to be considered by the Board.
 24. The Board opens portions of designated county parks for limited hunting of white-tail deer. This action is taken to reduce the number of deer in the county parks. Farmers are referred to the Board's current **Deer Management Program** for further information. The complete Deer Management Report, including the Deer Management Program, is available on the Board's website at www.monmouthcountyparks.com. Farmers can also request that a copy be mailed to them, in the following ways:
 - a. By telephone: 732-842-4000, ext. 4237
 - b. By electronic mail: wildlife@monmouthcountyparks.com
 - c. By mail: Monmouth County Park System
Attn: Public Information Office
805 Newman Springs Road
Lincroft, NJ 07738

Farmers should be familiar with all the terms of the current Deer Management Program, especially where it may impact farmland activity. The Board may set aside small areas of farmland fields in order to provide hunter access and parking during the hunting season. These areas will be discussed at the time of the on-site meeting once the U&O has been awarded. In a Category 2 park area where all public access is prohibited during hunting, the Park System area manager will work with the Farmer to provide access to the Farmer for harvesting, if there is a conflict.

If the Farmer plans to hunt on U&O land that falls within the boundaries of hunting areas, the Farmer must apply to the Board and receive a Deer Hunting Access Permit in the same manner as is required of the general public, and comply with all the

requirements of the current Deer Management Program.

25. Except as stated in the U&O, the Board shall not be responsible for loss of any crops, equipment, supplies and/or materials under any circumstances.
26. The Board may enter the premises for non-intrusive educational purposes, including instructional and research programs in cooperation with other institutions, e.g., the taking of soil samples, and other observations related to the study of agriculture, management of natural resources, and conservation practices.
27. Arrangement to view properties can be made by contacting the Office of the Superintendent of Parks, 732-842-4000 ext. 4300 or ext. 4220.

B. PERIMETER RIGHT-OF-WAY:

1. The Board shall maintain a **30-foot unplowed and unplanted right-of-way around the perimeter of each U&O field. The Board requires the right-of-way because the primary function of county park land is public recreation.** The right-of-way will provide public access for recreation, as well staff and patrol access for the Board. As long as Farmers can co-exist with the parkland's recreational function, U&O farmland will continue. If Farmers cannot abide by this right-of-way requirement, U&O farmland will be terminated or adjusted by the Board for its convenience.
2. The Board shall maintain a **30-foot unplowed and unplanted buffer on each side of paved trails.** The Board shall also maintain a **buffer around roads, parking lots, paved courts, and other recreational facilities as specified on the area maps.** The Farmer's tractor/equipment shall not ride over these trails, courts, roadways, or parking lots, unless approved in advance by the park manager.
3. The Farmer shall not drive, park, or store any vehicles or equipment on any of the 30-foot perimeter right-of-ways or buffers, which must be provided for continuous public access and use, and shall not be rutted or otherwise allowed to develop hazards caused by the Farmer's vehicles or equipment.
4. When using Round-Up-Ready crops, and for all other applications and activities, the Farmer shall not spray Round-Up or any other materials on the 30-foot right-of-way around each field. This 30-foot right-of-way must stay green and growing.
5. The Farmer shall immediately repair any damage to the perimeter right-of-way caused by the Farmer.

C. PERMITTED CROPS AND USE:

1. Unless otherwise indicated in this section, Farmers shall plant only soybeans, field corn, sweet corn, sunflowers, and grain (oats, wheat, barley, or rye). No other crops will be permitted, except as listed below. Failure to comply with this requirement may be grounds for termination of the U&O for cause.
2. Current Farmers should realize that they may not be awarded the contract the next time the U&O is up for bid, and therefore, no perennial plants shall be planted.

3. On the Crosswicks Creek Greenway Field #1, the Farmer will have the option to plant soybeans, field corn, sweet corn, and grain (oats, wheat, barley, rye) or vegetable crops. No other crops will be permitted.

D. FERTILIZERS, LIME, AND PESTICIDES:

1. Only commercially manufactured fertilizers may be used. Materials such as manure, leaf compost, stall bedding, sewage sludge, and commercially manufactured organic fertilizer are not permitted.
2. Fertilizers and pesticides shall be applied only under the supervision and control of the Farmer. Application shall be in compliance with all federal, state, and local regulations. The Farmer must possess in his or her own name a New Jersey Pesticide Applicator's License, with a minimum of the Core Certification and 1A Certification for agricultural pest control for plants. Awards will only be made to individuals possessing current certifications. Bidders must submit a copy of their current license and certifications with the bid package. Failure to do so will result in immediate rejection of the bid.
3. All pesticide and herbicide applications shall be done with ground-type equipment. There shall be no aerial spraying of any kind.
4. Fertilizers and pesticides shall not be stored overnight on the premises.
5. The Farmer shall notify the park manager at least 24 hours in advance of the intent to apply any fertilizer, lime, pesticide, or herbicide so that recreational groups can be alerted.
6. Misuse of pesticides, herbicides, or other chemicals will not be tolerated, and will entitle Board to immediately terminate the U&O for cause. This termination shall be without any liability for compensation as set forth in these specifications.
7. The Farmer shall not introduce or harbor pests or noxious species, plant or animal, which may spread and/or displace native plants or animals. Management of the U&O land shall follow an integrated pest management approach as advocated by the County Agricultural Agent.
8. At the end of each growing season, the Farmer may be required to provide soil samples for the purpose of determining the pH of the soil. The County Agricultural Agent shall mediate the acceptable pH, and recommend if the Farmer shall be required to apply lime in order to maintain the proper pH.
9. A record of the type and amount of all pesticides and the date of application shall be maintained by the Farmer, and be made immediately available on request by the Board. The Farmer shall copy and complete the attached form – "Seasonal Pesticide Application Record" – and submit it to the Board at the end of each season.

BIDDER'S CHECKLIST

BID #: 0042-15

with bid
(Owner's checkmarks)
INITIALS
↓

Items submitted
(Bidder's
↓

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE BID IS
MANDATORY CAUSE FOR REJECTION**

- | | | |
|--------------|--------------------------------------------------|-------|
| <u> X </u> | Proposal (Original) | _____ |
| <u> X </u> | Statement of Ownership | _____ |
| <u> X </u> | Non-Collusion Affidavit | _____ |
| <u> X </u> | Acknowledgement of Addenda or Revisions (if any) | _____ |

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR
TO AWARD OF CONTRACT**

- | | | |
|--------------|-----------------------------------------------------------------------------------------------------|-------|
| <u> X </u> | Copy of the N.J. Business Registration Certificate for the bidder and any designated subcontractors | _____ |
| <u> X </u> | EEO/Affirmative Action Compliance Notice | _____ |
| <u> X </u> | References / List of previous and/or active relevant work | _____ |
| _____ | Resume(s) | _____ |
| <u> X </u> | Disclosure of Energy Sector Investment Activities in Iran | _____ |

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS

SUBMITTED BY: _____

(Farm Name)

PROPOSAL 1

FOR THE USE AND OCCUPANCY OF FARMLAND AT CROSSIWCKS CREEK GREENWAY FIELD #1 FOR THE GROWING SEASONS OF 2015-2016-2017-2018 FROM THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY.

The undersigned hereby declares that he has carefully examined the advertisement, specifications, and form of the U&O for furnishing the specified items and that he will execute the U&O according to the specifications, terms, and conditions with respect to the following:

Crosswicks Creek Greenway -- Minimum Annual Bid (2015-2017) → \$2,416.00

<i>Item</i>	<i>Annual Bid</i>
#1. Crosswicks Creek Greenway use of field #1	2015: \$ _____
	2016: \$ _____
	2017: \$ _____
	2018: \$ _____ (2017 bid + 2% increase)
TOTAL LUMP SUM BID: (Total of years 2015 through 2018)	\$ _____

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of State of _____
a corporation
an individual
having principle offices at _____

FARM NAME _____

PRINT NAME AND TITLE _____

SIGNATURE _____ DATE _____

ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX # _____

E-MAIL _____

WEB ADDRESS: _____

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

CERTIFIED APPLICATOR REGISTRATION

CERTIFIED APPLICATOR
REGISTRATION NUMBER: _____

NAME (print): _____

ADDRESS: _____

RELATED CATEGORIES: _____

EXPIRATION DATES: _____

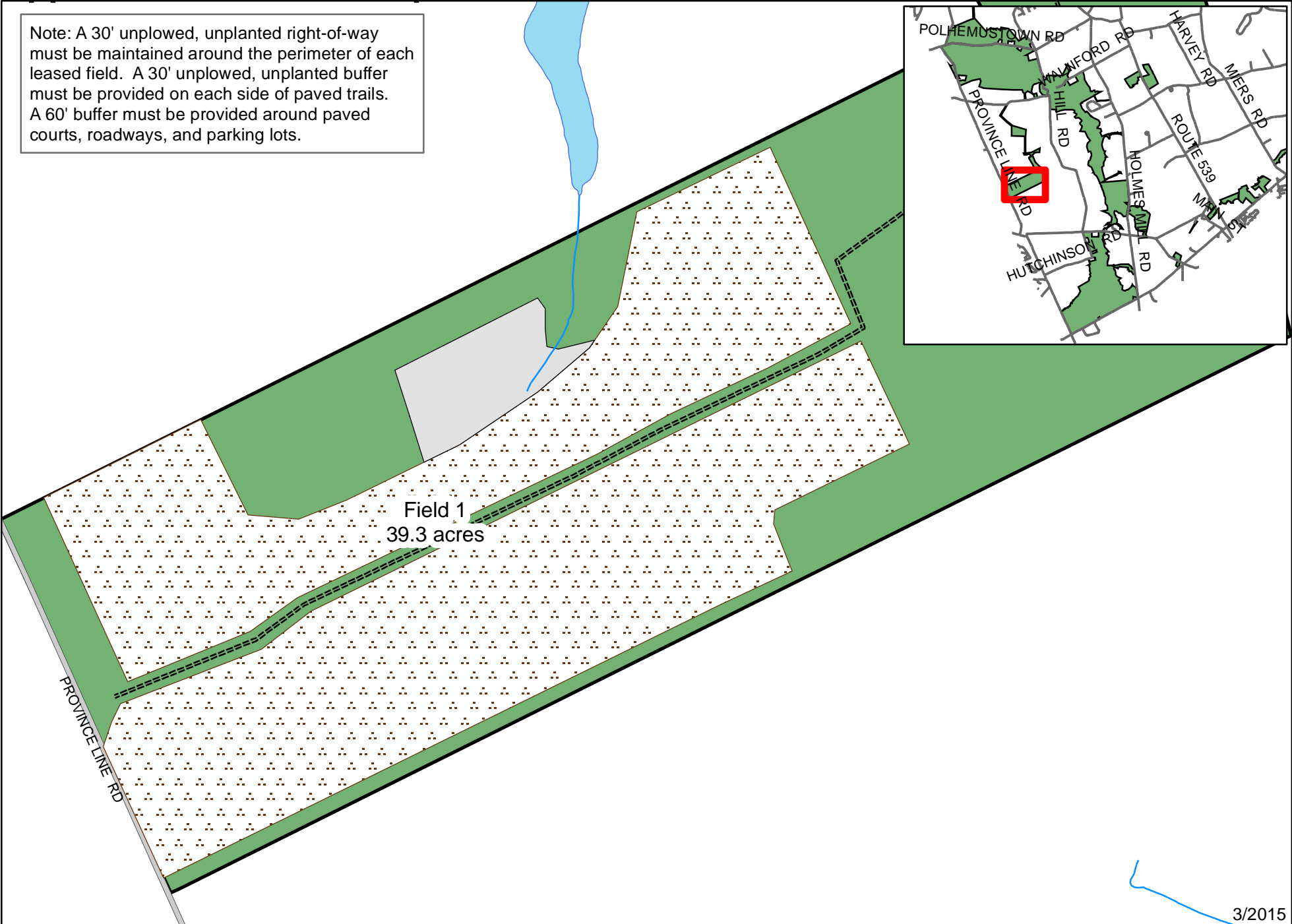
SIGNATURE: _____

DATE _____

NOTE: This form must be completed and submitted with the proposal page in order for the bid to be considered.

Crosswicks Creek Park - Ulrich Upper Freehold Township - Field 1

Note: A 30' unplowed, unplanted right-of-way must be maintained around the perimeter of each leased field. A 30' unplowed, unplanted buffer must be provided on each side of paved trails. A 60' buffer must be provided around paved courts, roadways, and parking lots.



CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A.40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

STATEMENT OF OWNERSHIP

Name of Business: _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Stockholders:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

(Signature)

(Print Name & Title)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

ss:

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder making the Proposal for the above-named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained

By _____
(Name of Contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn to _____

(Also type or print name of affiant under signature)

before me this _____ day
of _____ 20____

Notary Public of My commission expires _____, 20____

OFFICIAL SEAL OR STAMP REQUIRED.

County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: _____ **Bidder / Respondent:** _____

Project Description: _____

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder's / Respondent's parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the "Chapter 25 List" created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31, et seq. N.J.S.A. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.**, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____
PRINT NAME: _____ **TITLE:** _____
DATE: _____