



# Monmouth County Park System

805 NEWMAN SPRINGS ROAD, LINCROFT, NJ 07738  
[www.monmouthcountyparks.com](http://www.monmouthcountyparks.com)

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## NOTICE OF RFP Exempt Services

The Monmouth County Park System is soliciting proposals through a Fair and Open process in accordance with the N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on **TUESDAY, DECEMBER 17, 2013 at 10:00 AM** at the Park System Purchasing Department located at the Monmouth County Park System Headquarters, 805 Newman Springs Road, Lincroft, NJ 07738 at which time and place responses will be opened for:

### (PS #04-14) TEMPORARY USE AND OCCUPANCY OF LAND FOR PASTURELAND USE AT CROSSWICKS CREEK GREENWAY

Specifications and instructions may be obtained at the Purchasing Office or on the Monmouth County Park System website, [www.monmouthcountyparks.com](http://www.monmouthcountyparks.com).

Respondents shall comply with the requirements of Affirmative Action P.L. 1975 C127 (N.J.S.A. 17:27 et seq). Statement of Ownership (N.J.S.A. 52:25 – 24.2) is required with your proposal. A copy of your New Jersey Business Registration is preferred with the proposal but mandatory prior to award of contract.

Stephanie Weise, QPA  
Purchasing Agent



THE NATION'S FIRST ACCREDITED PARK AND RECREATION AGENCY

*Serving the Citizens of Monmouth County Since 1961*  
RECYCLED PAPER

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## 1. Introduction

(PS #04-14)

**The Monmouth County Park System invites you to submit a proposal for Temporary Use and Occupancy of Monmouth County Board of Recreation Commissioners' Land for Pastureland Use at Crosswicks Creek Greenway for the Years 2014-2015-2016-2017-2018 from the Monmouth County Board of Recreation Commissioners, Lincroft, New Jersey**

## 2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Monmouth County Park System, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### 2.1. Proposal Submission Information

**Proposals must be accompanied by the completed "Proposal Checklist," and must be enclosed in a sealed envelope, bearing the project name and the name of address of the respondent on the outside.**

**Submission (On or Before) Date and Time:**

**TUESDAY, DECEMBER 17, 2013 AT 10:00 AM**

**Number of Original Proposals to be submitted:** Two (2) Original Copies

**\*Please Note: Fax copies will not be accepted.**

**Submission Office:**

Stephanie Weise, Purchasing Agent  
Monmouth County Park System Headquarters  
805 Newman Springs Road  
Lincroft, NJ 07738  
(732) 842-4000 Ext. 4330  
(732) 842-4162

Clearly mark the submittal package with the title of this RFP and the responding firm, addressed to the Purchasing Agent.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

## **2.2. Using Department Information**

Please direct all questions in writing, by mail, e-mail, or fax:

**Monmouth County Park System  
805 Newman Springs Road  
Lincroft, NJ 07738  
Attention: Jim Register  
732-842-4000, Ext. 4300  
732-842-3640 (Fax)  
E-mail: jregiste@monmouthcountyparks.com**

## **2.3. Statutory and Other Requirements**

### **2.3.1. Compliance with Laws**

Any contract entered into between the vendor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contract Law. The vendor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The vendor shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.3.2. Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, C. 127 as identified in the document attached.

### **2.3.3. Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Vendors are required to read Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The vendor is obligated to comply with the Act and hold the owner harmless.

### **2.3.4. Statement of Ownership**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or greater interest therein. The vendor shall complete and submit the form of statement that is included in this RFP.

### **2.3.5. N.J. Business Registration Certificate**

*N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

#### **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:**

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

**OR**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BBC(09-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

### 2.3.6. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### 2.3.7. Insurance

For the duration of this agreement, the vendor will procure and maintain insurance, at the vendor's expense, provided by insurance companies authorized to do business in the State of New Jersey, covering all services performed under this Agreement by the Professional or the Professionals subcontractors, as follows:

- (a) General Liability and Property Damage Insurance: The Professional shall maintain General Liability and Property Damage Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering the Professional and the Professional's subcontractors. The policy shall insure against claims for bodily injury, including accidental death, as well as claims for property damage which may arise from the services rendered under this Agreement, whether performed directly by the Professional or by the Professional's subcontractor or by anyone directly or indirectly employed by either.
- (b) Business/Personal Automobile Coverage: The Professional shall maintain Comprehensive Automobile Liability Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering all vehicles used by the Professional in furtherance of this contract, prior to commencement of work under this Agreement.
- (c) (For Professional Services Contract only) Professional Liability (Errors & Omissions) Insurance: The Professional shall maintain Professional Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit covering the Professional and the Professional's sub-contractor.
- (d) Workers' Compensation Insurance: The Professional shall maintain Workers' Compensation Insurance in accordance with the Laws of the State of New Jersey.
- (e) **Prior to award the lowest responsible bidder will provide the Park System with a copy of their Certificate of Liability Insurance in the amounts stated in the specifications. Bidder must supply the Certificate of Liability Insurance within five days of notification by the Agency. Failure to provide such Certificate within this time period will be grounds for rejection of bid. The certificate for Public Liability/Property Damage and Business/Personal Automobile coverage must name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents as additional insured on all policies except the Worker's Compensation policy.**

### **2.3.8. Indemnification**

The vendor hereby agrees to indemnify and hold harmless the Board of Recreation Commissioners and the County of Monmouth, their agents, servants, and employees from and against all loss, damage, claims, actions, liability and expense, in connection with the loss of life, bodily injury, and/or property damage, if occasioned in whole or in part by any negligent act or omission of the professional or the professional's agent's, servants, employees, and subcontractors limited to services performed under the terms and conditions of this contract. This obligation shall include the provision of a defense for the County of Monmouth and the Board at all stages of the claims or judicial process.

### **2.3.9. Alternate Dispute Resolution**

**Non-Binding Mediation:** If a dispute between the County and the Contractor arises during the course of the contract, the parties will participate, in good faith, in non-binding mediation.

Either party may demand such mediation by written notice of the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purposes of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference.

The fifth person on each list will be excluded from further consideration. The chosen mediator shall be the person who is the combined highest-ranking mediator on both preference lists excluding the fifth person on each list. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting the positions before the mediator.

The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, the lack of such an agreement, as may be determined by the mediator.

Each party will bear its own costs of participation in mediation and they will divide the costs of the mediations equally.

If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other part, whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

## **2.4. Addenda**

All addenda will be posted on the Monmouth County Park System website ([www.monmouthcountyparks.com](http://www.monmouthcountyparks.com)). It is the responsibility of the vendor to check the website prior to submission of proposal.

## **2.5. Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

## **2.6. Failure to Enter Contract**

Should the vendor, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another vendor.

## **2.7. Commencement of Work**

The vendor agrees to commence work after receipt of a Purchase Order and upon notice from the using department to proceed.

## **2.8. Termination of Contract**

If, through any cause, the vendor shall fail to fulfill in a timely and proper manner obligations under the Contract if the vendor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the vendor of such termination at least 30 days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the vendor any sum or sums set forth in the Contract.

The vendor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the vendor, the owner may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

## **2.9. Notice of Award**

The successful vendor will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent will then send a Purchase Order and Voucher to the vendor.

**2.10. Prompt Payment of Construction Contracts P.L. 2006, c. 96  
(if applicable)**

When the Professional has performed in accordance with the provisions of the contract, and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received. The invoice shall be deemed approved and certified 20 days after the board receives it unless the board, before the 20 day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

Approved (bills) with a properly prepared, dated and signed voucher will be approved for payment by the Board of Recreation Commissioners at the first public meeting after the 20<sup>th</sup> day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher, invoices will be forwarded to the Board of Chosen Freeholders for their approval. All payments will be released in accordance with the attached payment schedule and will be mailed unless other arrangements have been made with our Accounts Payable Department.

In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

**2.11. Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the vendor for the purpose of assisting the vendor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the owner or permitted by the owner to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000 or MacIntosh System 10.

### 3. Specifications

(PS #04-14)

**SPECIFICATIONS FOR *TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR PASTURELAND USE AT CROSSWICKS CREEK GREENWAY FOR THE YEARS 2014-2015-2016-2017-2018* FROM THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY.**

#### **SCOPE:**

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

Crosswicks Creek Greenway, Upper Freehold, NJ ----- 8 acres

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

#### **INSURANCE:**

The Farmer shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD<sup>®</sup>) 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. The minimum annual bid is indicated on the proposal page. Bidders may bid higher than the minimum bid, but shall not bid lower than the minimum bid. A bid lower than the minimum bid shall be immediately rejected.

**METHOD OF AWARD:**

The U&O will be awarded to the bidder offering the **highest five-year total lump sum bid** on the proposal page. Bids 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 the pasturing of horses are described in the attached map for the following:  
Crosswicks Creek Greenway, 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 pastureland. Payment for the year 2014 shall be made at the time the U&O is entered into. Payment for the years 2015-2016-2017-2018 shall be made on or before 1 January of each year. 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 pasture 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 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 used as pastureland. 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 use.
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 install appropriate pasture fencing, approved by the park area's manager, in the two locations indicated on the attached map, in order to fully enclose Fields 1 and 2, so that horses are contained within the fields and do not leave the leased pastureland. At the termination of the U&O, all fencing becomes the property of the Board.
10. The area outside the pasture fences 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 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 pastureland shall be confined to areas designated by the Board. Equipment not directly related to the pastureland 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 pasture use.

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. 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.
21. 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](http://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](mailto: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.

22. Except as stated in the U&O, the Board shall not be responsible for loss of any livestock, equipment, supplies and/or materials under any circumstances.
23. 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.
24. 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. PERMITTED USE:**

1. The Farmer shall use the property only for the pasturing of horses, and shall comply with the recommendations of Bulletin E296, “Agricultural Management Practices for Commercial Equine Operations” (hereinafter referred to as the **Rutgers AMP**), published by the Rutgers University Cooperative Extension. The bulletin can be downloaded as a PDF by following this computer pathway:
  - a. njaes.rutgers.edu
  - b. click “Cooperative Extension”
  - c. click “Commercial Agriculture”
  - d. click “Equine and Livestock”
  - e. in the “Equine” box, click “Horse Fact Sheets and Bulletins”
  - f. Bulletin E296 is at the top of the list – click to open
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.

## **C. FERTILIZERS, LIME, AND PESTICIDES:**

1. 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.
2. All pesticide and herbicide applications shall be done with ground-type equipment. There shall be no aerial spraying of any kind.
3. Fertilizers and pesticides shall not be stored overnight on the premises.
4. 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.
5. 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.
6. 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.
7. At the end of the U&O, 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, in compliance with the Rutgers AMP.
8. 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, and submit it to the Board at the end of each season.

# PROPOSAL FORMS CHECKLIST (PS #04-14)

	(Owner's checkmarks)	Items submitted with bid (Bidder's <b>INITIALS</b> )
↓	<b>A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS <u>MANDATORY</u> CAUSE FOR REJECTION OF THE PROPOSAL</b>	↓
<u>X</u>	Respondent's Proposal (two copies requested)	_____
<u>X</u>	Statement of Ownership	_____
<u>X</u>	Non-Collusion Affidavit	_____
<b>B. ITEMS PREFERRED WITH THE PROPOSAL, BUT <u>MANDATORY</u> PRIOR TO AWARD OF CONTRACT</b>		
<u>X</u>	Copy of Respondent's N.J. Business Registration Certificate	_____
<u>X</u>	Copy of subcontractors N.J. Business Registration Certificate	_____
<u>X</u>	EEO/Affirmative Action Compliance Notice	_____
_____	Reference/List of previous and/or active relevant work	_____

**THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:**

PRINT OFFICIAL COMPANY NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

# Proposal

(PS #04-14)

Submitted by: \_\_\_\_\_  
(Farm Name)

**TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR PASTURELAND USE AT CROSSWICKS CREEK GREENWAY FOR THE YEARS 2014-2015-2016-2017-2018 FROM THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW JERSEY.**

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY

TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS

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 → \$1,100.00**

<u>Item</u>	<u>Annual Bid</u>	<u>x 5 years</u>	<u>=</u>	<u>5-Year Total Lump Sum Bid</u>
#1 Crosswicks Creek Greenway use of Fields #1 and 2	\$ _____	x 5 years	=	\$ _____

**TAX EXEMPT #69-0220842**

VARIANCE IF ANY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned is a partnership under the laws of the State of \_\_\_\_\_  
a corporation (please circle one)  
an individual  
an LLC  
other (explain: \_\_\_\_\_)

having principle offices at: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

FEDERAL ID # OR SOCIAL SECURITY #: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_

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.**

## ***SEASONAL PESTICIDE APPLICATION RECORD***

(This form must be filled out and submitted to the Park System,  
to the Office of the Superintendent of Parks, Thompson Park Headquarters,  
at the end of each season.)

**PARK AREA:** \_\_\_\_\_

**FARMER:** \_\_\_\_\_

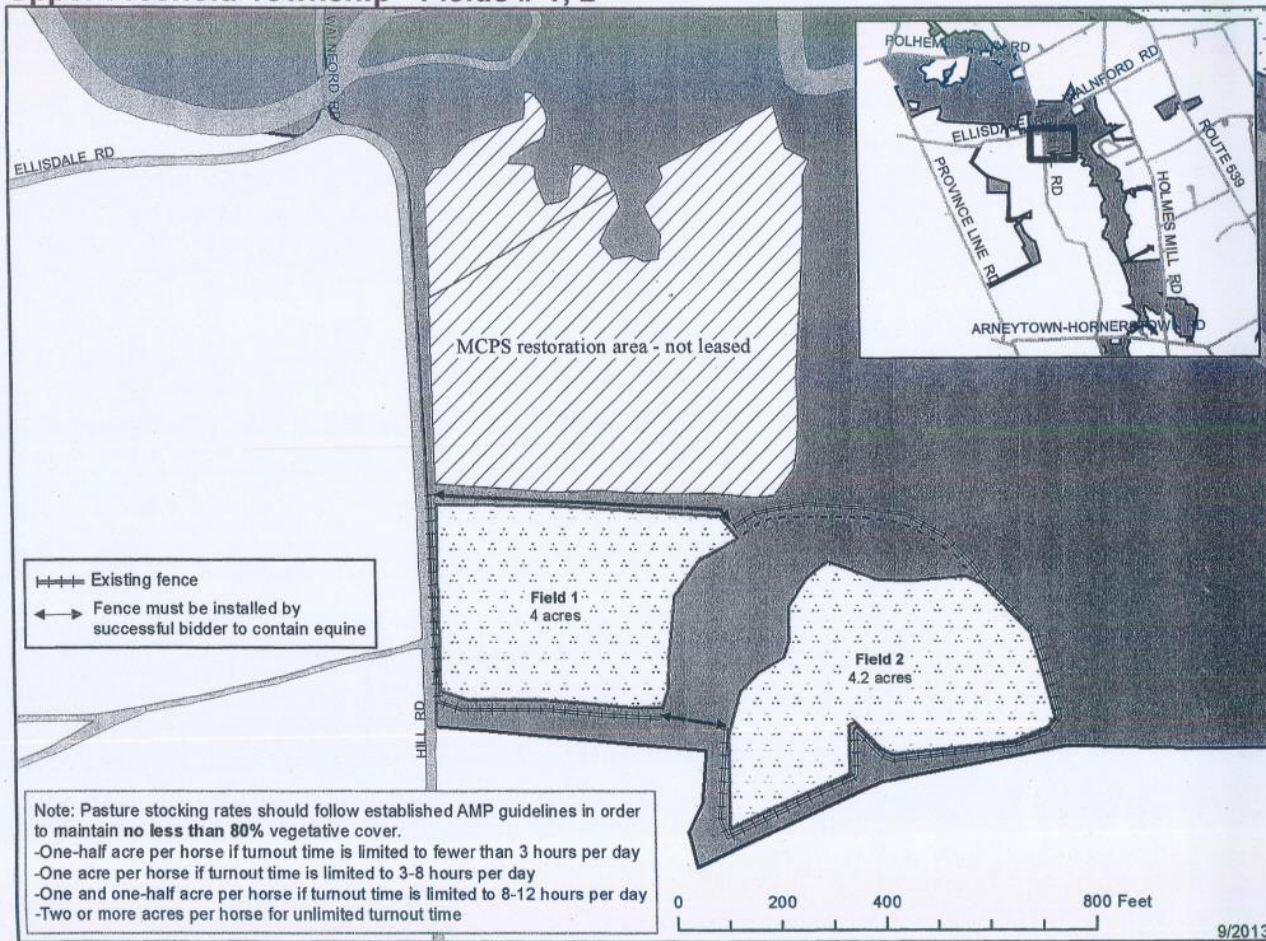
Date/Time of Application	Field #	Pesticide Applied	Rate & Amount	Who Applied	Applicator's License #

Name (print): \_\_\_\_\_

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

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

**Crosswicks Creek Greenway - Hill Rd  
Upper Freehold Township - Fields # 1, 2**



## **CONSULTANTS QUALIFICATION AND REFERENCES**

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

### **References**

1. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_
  
2. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_
  
3. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_
  
4. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

# STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The BIDDER is (check one):

- Individual                       Partnership                       P.A.     P.C.     L.L.C.     L.L.P.
- Corporation                       Joint Venture                       Other (specify): \_\_\_\_\_

I certify that:

- No individual person or entity owns a 10% or greater interest in the Bidder.

**OR**

- The names and addresses of all persons and entities who own a 10% or greater interest in the Bidder or any listed entities are as follows:

	NAMES:	ADDRESSES:
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

- Check here if additional sheets are attached.
- Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the bidder or any listed entities.

NAME OF BIDDER: \_\_\_\_\_

SIGNED BY: X \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** If an entity owns a 10% or greater interest in the Bidder, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
(type or print affiant's name)

of full age, being first duly sworn according to law on my oath depose and say that I am a lawful representative of

\_\_\_\_\_  
(type or print name of Bidder)

the Bidder making the Bid for the above cited project, and that I executed the said Bid with full authority to do so; 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 cited project, and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Monmouth County Board of Recreation Commissioners relies upon the truth of the statements contained in said Bid 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 the Bidder.

*Sworn and Subscribed to*  
*before me this \_\_\_\_\_ day*  
of \_\_\_\_\_ 20 \_\_\_\_ /s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
(Title)

NOTARY PUBLIC OF \_\_\_\_\_  
(state)  
My commission expires \_\_\_\_\_

## 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](http://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](http://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:** \_\_\_\_\_