

**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 2024-2025-2026-2027-2028 AT
CLAYTON PARK, CROSSWICKS CREEK GREENWAY, DEBOIS
CREEK RECREATION AREA, DORBROOK RECREATION AREA,
FRENEAU WOODS PARK, HOMINY HILL GOLF COURSE,
MANASQUAN RIVER GREENWAY, PERRINEVILLE LAKE PARK,
THOMPSON PARK, AND TURKEY SWAMP PARK**

BID NO: #0060-23

ADVERTISED: THURSDAY, JUNE 15, 2023

BIDS DUE: WEDNESDAY, JULY 12, 2023, at 10:00AM

TO APPEAR IN PAPER: THURSDAY, JUNE 15, 2023

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 **Wednesday, July 12, 2023** and then publicly read aloud for the following:

TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS 2024-2025-2026-2027-2028 AT CLAYTON PARK, CROSSWICKS CREEK GREENWAY, DEBOIS CREEK RECREATION AREA, DORBROOK RECREATION AREA, FRENEAU WOODS PARK, HOMINY HILL GOLF COURSE, MANASQUAN RIVER GREENWAY, PERRINEVILLE LAKE PARK, THOMPSON PARK, AND TURKEY SWAMP PARK
(BID #0060-23)

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”** . 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 a sealed envelope 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 may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Public bid openings will take place via Live-Stream on the Monmouth County Park System’s YouTube website. **Bidders shall submit at least one (1) original of each form, with an original signature.**

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), 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 in accordance with N.J.S.A. 40:A-11-13.2, 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.

Kevin Mandeville, Chairman
Andrew J. Spears, Director
Jennifer Kaczala, 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 an 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 number 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 GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, "subcontractor" shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and 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 taxable sales of tangible personal property delivered into this state.

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

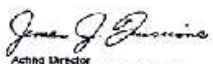
Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

**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 PO BOX 515 TRENTON, N.J. 08646-0255</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>

(Revised 5/2017)

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 2024-2025-2026-2027-2028 AT CLAYTON PARK, CROSSWICKS CREEK GREENWAY, DEBOIS CREEK RECREATION AREA, DORNBROOK RECREATION AREA, FRENEAU WOODS PARK, HOMINY HILL GOLF COURSE, MANASQUAN RIVER GREENWAY, PERRINEVILLE LAKE PARK, THOMPSON PARK, AND TURKEY SWAMP PARK (BID #0060-23) 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.

CONTRACT SAMPLE

THIS TEMPORARY AGRICULTURAL USE AND OCCUPANCY AGREEMENT, hereinafter referred to as the **U&O**, is made the

{Insert Award Date XXnd day of Month, Year}

BETWEEN the Monmouth County Board of Recreation Commissioners, acting on behalf of the County of Monmouth, located at 805 Newman Springs Road, Lincroft, New Jersey 07738, in the Township of Middletown in the County of Monmouth and State of New Jersey, herein designated as the “Board”,

AND

*{Insert Vendor Name
Address
City, State, Zip Code}*

residing at or located in Farmingdale, in the County of Monmouth, State of New Jersey, herein designated as the “Farmer.”

1. The Board does hereby make available to the Farmer and grant to the Farmer, the temporary agricultural use of the following described premises:

MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS’ LAND FOR TEMPORARY AGRICULTURAL USE *{Insert Bid #0000-00}*, *(BID DATE: 0/00/00)* **ITEM: *{Insert Agenda Award Wording exactly, Spell out Dollar Amounts; IN THE TOTAL LUMP SUM FIVE (5) YEAR CONTRACT AMOUNT OF \$_____}***

2. This U&O shall be in effect for a period of *{# of years (X)}* years, beginning *{insert beginning and end month, day, years - 1 January, 20XX and ending 31 December 20XX}*.

3. The Farmer shall pay the Board, as a temporary use and occupancy fee, a total of *{Dollar amount and spell out dollar amount}*

4. Payment shall be made on an annual basis. Payment for the first year *{insert year}* in the amount of *{insert \$ amount}* shall be made at the time the U&O is entered into. Payment for each additional year shall be made on or before 1 January of the year. Payment shall be 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, New Jersey 07738.

5. All of the terms and conditions contained in the bid document, including the attached bid specifications, are made terms and conditions of this U&O and are incorporated herein.

6. The Farmer has examined the premises and has entered into this U&O without any representation of the part of the Board as to the condition of the premises.

7. The Farmer shall take good care of the premises and shall at the end of this U&O leave the premises in good order and condition, except for reasonable wear and tear or other damage not caused by the neglect or fault of the Farmer.

8. In case of the destruction of or damage to the said premises or the surrounding premises, caused by the carelessness, negligence or improper conduct on the part of the Farmer, or the Farmer's, agents, employees, guests, licensees, invitees, sub-tenants, assignees or successors, the Farmer shall repair said damage or replace or restore any destroyed parts of the premises or the surrounding premises, as expeditiously as possible at the Farmer's own cost and expense.

9. The Farmer shall not place or allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Board in writing. In case the Board or the Board's agents, employees or representatives shall deem it necessary to remove any signs in order to paint or make any repairs, alterations, or improvements in or upon the said premises or any part thereof, they may be so removed, but shall be replaced at the Board's expense when the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Board shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

10. This U&O shall not be a lien against the said premises in respect to any present and future mortgages placed upon the premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this agreement, irrespective of the date of recording and the Farmer agrees to execute any instruments without cost, which may be deemed necessary or desirable to further effect the subordination of this agreement to any such mortgage or mortgages. A refusal by the Farmer to execute such instruments shall entitle the Board to cancel this U&O, and the term hereof is hereby expressly limited accordingly.

11. If the land and premises herein, or of which the premises are a part, or any portion, thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Board shall grant an option to purchase and/or shall sell or convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or a portion thereof, then this U&O, at the option of the Board, shall terminate, and the term hereof shall end as of such date as the Board shall fix by notice in writing. Except for payment by the Board to the Farmer for the reasonable value of the Farmer's then growing crop, if any, the Farmer shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as a result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings, and all such rights of the Farmer's are hereby assigned to the Board. The Farmer agrees to execute and deliver any instruments, as may be deemed necessary or required to expedite any condemnation proceedings to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and premises or any part thereof. The Farmer covenants and agrees to vacate the said premises, remove the entire Farmer's personal property therefrom, and deliver a peaceful possession thereof to the Board or to such other party designated by the Board in the aforementioned notice. Failure by the Farmer to

comply with any provisions in this clause shall subject the Farmer to such costs, expenses, damages, and losses as the Board may incur by reason of the Farmer's breach hereof.

12. The Farmer shall bear the risk of loss to the Farmer's crops and equipment, due to any cause other than the Board's negligence or willful misconduct.

13. If the Farmer shall fail or refuse to comply with and perform any conditions and covenants within this U&O, the Board may, if the Board so elects, carry out and perform such conditions and covenants, at the cost and expense of the Farmer, and the said cost and expense shall be payable upon demand, or at the option of the Board shall be added to the temporary use and occupancy fees due immediately thereafter but in no case later than one (1) month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Board may have hereunder by reason of the breach by the Farmer of any of the covenants and conditions in this U&O contained.

14. Any equipment, fixtures, goods, or other property of the Farmer not removed by the Farmer upon the termination of this U&O, or upon any quitting, vacating, or abandoning the premises by the Farmer, or upon the Farmer's eviction, shall be considered as abandoned, and the Board shall have the right to sell or otherwise dispose of the same at the expense of the Farmer, and shall not be accountable to the Farmer for any part of the proceeds of such sale, if any.

15. The Farmer shall be liable for the Board's costs in enforcing the provision of this U&O, including an amount representing reasonable attorney's fees.

16. The various rights, remedies, options and elections of the Board, expressed in this U&O are cumulative and the failure of the Board to enforce strict performance by the Farmer of the conditions and covenants of this U&O or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Board of any installment of user fees after any breach by the Farmer in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Board of any such conditions and covenants, options, elections and remedies, but the same shall continue in full force and effect.

17. The terms, conditions, covenants, and provisions of this U&O shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

18. All notices required under the terms of this U&O shall be given by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown on page one of this U&O, or to such other address as may be designated in writing, which notice or change of address shall be given in the same manner.

19. The Board represents that the Board is the operator of the premises on behalf of the County Of Monmouth and has the right and authority to enter into, execute and deliver this U&O; and does further covenant that the Farmer on paying the user fees and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the U&O

premises for the term aforementioned.

20. This U&O contains the entire U&O between the parties. No representative, agent, or employee of the Board has been authorized to make any representations or premises with references to the within letting or to vary, after or modify the terms hereof.

21. No additions, changes or modifications, renewals, or extensions hereof, shall be binding unless made in writing and signed by the Board and the Farmer.

22. During the term of this U&O, the Farmer shall pay as they become due all real estate taxes assessed against the premises as the result of the use of the premises as farmland.

23. If any mechanics or other liens shall be created or filed against the noted premises by reason of labor performed or materials furnished to the Farmer, the Farmer shall within three (3) days thereafter, at the Farmer's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any notices of intention that may have been filed. Failure to do so shall entitle the Board to resort to such remedies that are provided herein in the case of any default of this lease in addition to such are permitted by law.

24. The Farmer waives all right of recovery against the Board or the Board's agents, employees, or other representatives, for any loss, damages, or injury of any nature whatsoever to property or persons for which the Farmer is insured. The Farmer shall obtain from the Farmer's insurance carriers, and will deliver to the Board, waivers of the subrogation rights under the respective policies.

25. The Farmer understands and agrees that 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.

26. This U&O shall not be construed to establish a landlord-tenant relationship between the parties and does not in any way grant or convey any permanent easement, lease, fee, or other interest in the property.

27. If any historic artifacts or items appearing to be of a historical nature are uncovered or discovered during the course of the Farmer's activities on the Premises, Farmer shall immediately notify the Superintendent of County Parks or the Ranger on duty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused their presents to be signed by their proper officers the day and year first above written.

Signed, sealed, and delivered in the presence of or
Attested by:

Farmer

STATE OF NEW JERSEY

COUNTY OF MONMOUTH }ss:

BE IT REMEMBERED that on _____, before me the subscriber, who personally appeared being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is _____, of _____, the corporation named in the within instrument:

THAT _____, is the Director of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed and said Instrument signed and delivered by said Director as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid.

Attest:

COUNTY OF MONMOUTH

Tamara Brown, Clerk
Monmouth County Board of Chosen Freeholders

Thomas A. Arnone, Freeholder Director
Monmouth County Board of Chosen Freeholders

STATE OF NEW JERSEY:

ACKNOWLEDGEMENT

SS:

COUNTY OF MONMOUTH:

BE IT REMEMBERED that on this _____ day of _____, 2018, before me, the subscriber, personally appeared Tamara Brown, who, being by me duly sworn on his oath, deposes and proves to my satisfaction that she is the Clerk of the Monmouth County Board of Chosen Freeholders, a party named in the within instrument, that Thomas A. Arnone, is the Director of said Board; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Monmouth County Board of Chosen Freeholders; that deponent well knows the seal of said Board; and the seal affixed to said instrument is such Board seal and was thereto affixed, and said instrument signed and delivered by said Director, as and for his voluntary act and deed and as and for the voluntary act and deed of said Board, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me, the date aforesaid.

SPECIFICATIONS FOR *TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS 2024-2025-2026-2027-2028* AT CLAYTON PARK, CROSSWICKS CREEK GREENWAY, DEBOIS CREEK RECREATION AREA, DORBROOK RECREATION AREA, FRENEAU WOODS PARK, HOMINY HILL GOLF COURSE, MANASQUAN RIVER GREENWAY, PERRINEVILLE LAKE PARK, THOMPSON PARK, AND TURKEY SWAMP 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:

Clayton Park, Upper Freehold, NJ -----	56.4 acres
Crosswicks Creek Greenway, Upper Freehold, NJ	
Lower Reach -----	89.3 acres
Crosswicks Creek Greenway, Upper Freehold, NJ	
Middle Reach and Upper Reach -----	148 acres
Crosswicks Creek Greenway 1 -----	37.9 acres
DeBois Creek Recreation Area North, Freehold, NJ ----	76.2 acres
DeBois Creek Recreation Area South, Freehold, NJ ----	24.7 acres
Dorbrook Recreation Area, Colts Neck, NJ -----	33.3 acres
Freneau Woods Park, Aberdeen, NJ -----	9.2 acres
Hominy Hill Golf Course, Colts Neck, NJ -----	24.8 acres
Manasquan River Greenway, Howell, NJ -----	20.8 acres
Perrineville Lake Park West 1-8, Millstone, NJ -----	123.5 acres
Perrineville Lake Park East 1-3, Millstone, NJ -----	71.1 acres
Thompson Park, Lincroft, NJ -----	92.2 acres
Turkey Swamp Park, Freehold, NJ -----	30.8 acres

Acreage is indicated on attached maps 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 each location for the first three years of the U&O, with 2% increases required for each of the last two years. 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, 2024-2025-2026. The lease amount due for each U&O will increase by 2% for each of the last two years of the lease. That is, for 2027, the lease amount due will increase by 2% of the 2026 amount, and for 2028, the lease amount will increase by 2% of the 2027 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 and fifth years. 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 2026 amount of \$1,000.00. In the fifth year, he must bid \$1,040.40, which is the 2% increase over the 2027 amount of \$1,020.00. The Farmer’s total lump sum five-year bid would be \$5,060.40, calculated as follows:

<u><i>Year</i></u>	<u><i>Bid</i></u>
2024	\$1,000.00
2025	\$1,000.00
2026	\$1,000.00
2027	\$1,020.00 (2026 bid + 2% increase)
2028	\$1,040.40 (2027 bid + 2% increase)

Total Lump Sum Bid (2024-2028): \$5,060.40

In the event the Park System extends the U&O for one additional five-year term, the lease amount would then be as follows for the years 2028-2027:

<u><i>Year</i></u>	<u><i>Bid</i></u>
2029	\$1,040.40
2030	\$1,040.40
2031	\$1,040.40
2032	\$1,061.21 (2031 bid + 2% increase)
2033	\$1,081.43 (2032 bid + 2% increase)

Lump Sum (2029-2033): \$5,263.84

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 for each location shall be made on the total number of available fields specified on the proposal page, not by acreage. Bidders may bid on any or all proposals. Awards will be made on a location-by-location basis.

SPECIFICATIONS

A. REQUIREMENTS:

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

Clayton Park, Upper Freehold, NJ
Crosswicks Creek Greenway, Upper Freehold, NJ
DeBois Creek Recreation Area, Freehold, NJ
Dorbrook Recreation Area, Colts Neck, NJ
Freneau Woods Park, Aberdeen, NJ
Hominy Hill Golf Course, Colts Neck, NJ
Manasquan River Greenway, Howell, NJ
Perrineville Lake Park, Millstone, NJ
Thompson Park, Lincroft, NJ
Turkey Swamp Park, 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 2028.** The U&O land shall be used for no other purpose than the planting, growing, and harvesting of agricultural crops. Payment for the year 2024 shall be made at the time the U&O is entered into. Payment for the years 2025-2026-2027-2028 shall be made on or before 1 January of each year. For payment amount due, see “BID AND ESCALATOR” (p. 2-3). 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.
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, temporary canopies, hay tarps, crop tarps or temporary structures may not be located on the premises at any time, regardless of season.

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, NJ07738

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. 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 below, Farmers shall plant only soybeans, field corn, sweet corn, sunflowers, and grain (oats, wheat, barley, or rye). Other crops may be permitted upon written request and approval will be granted on a case-by-case basis. 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. DeBois Creek Recreation Area North (Fields #1,2,3, and 4) is for the production of sod only. At the end of the U&O, or upon termination or adjustment of the U&O, the fields at DeBois must be planted with a grass mix to be designated by the Board.
4. At Dorbrook Recreation Area, the Farmer will have the option to grow pumpkins surrounded by 18 rows of corn (no electrical fencing can be used). At Freneau Woods Park, hay is permitted in addition to the crops listed in #1. On the Manasquan River Greenway property, the Farmer will have the option to plant soybeans, field corn, sweet corn, and grain (oats, wheat, barley, rye) or vegetable crops. On the Hominy Hill Golf Course property, the Farmer will have the option to plant pumpkins in Field #2.

D. FERTILIZERS, LIME, AND PESTICIDES:

1. Permitted fertilizers include commercially manufactured, commercially manufactured organic fertilizer, manure, and stall bedding. Materials such as leaf compost and sewage sludge, 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.

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: _____

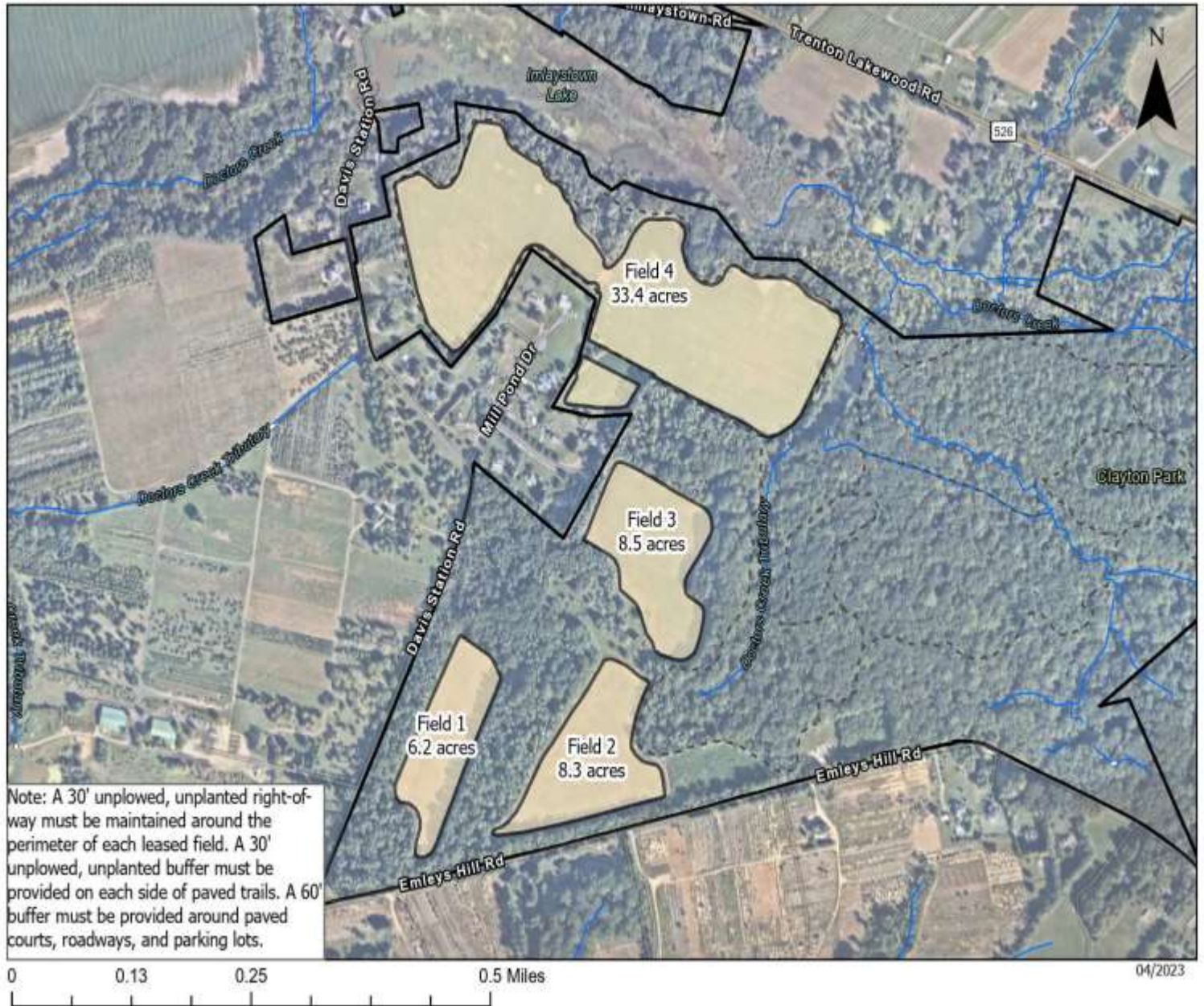
Date/Time of Application	Field #	Pesticide Applied	Rate & Amount	Who Applied	Applicator's License #

Name (print): _____

Signature: _____

Date: _____

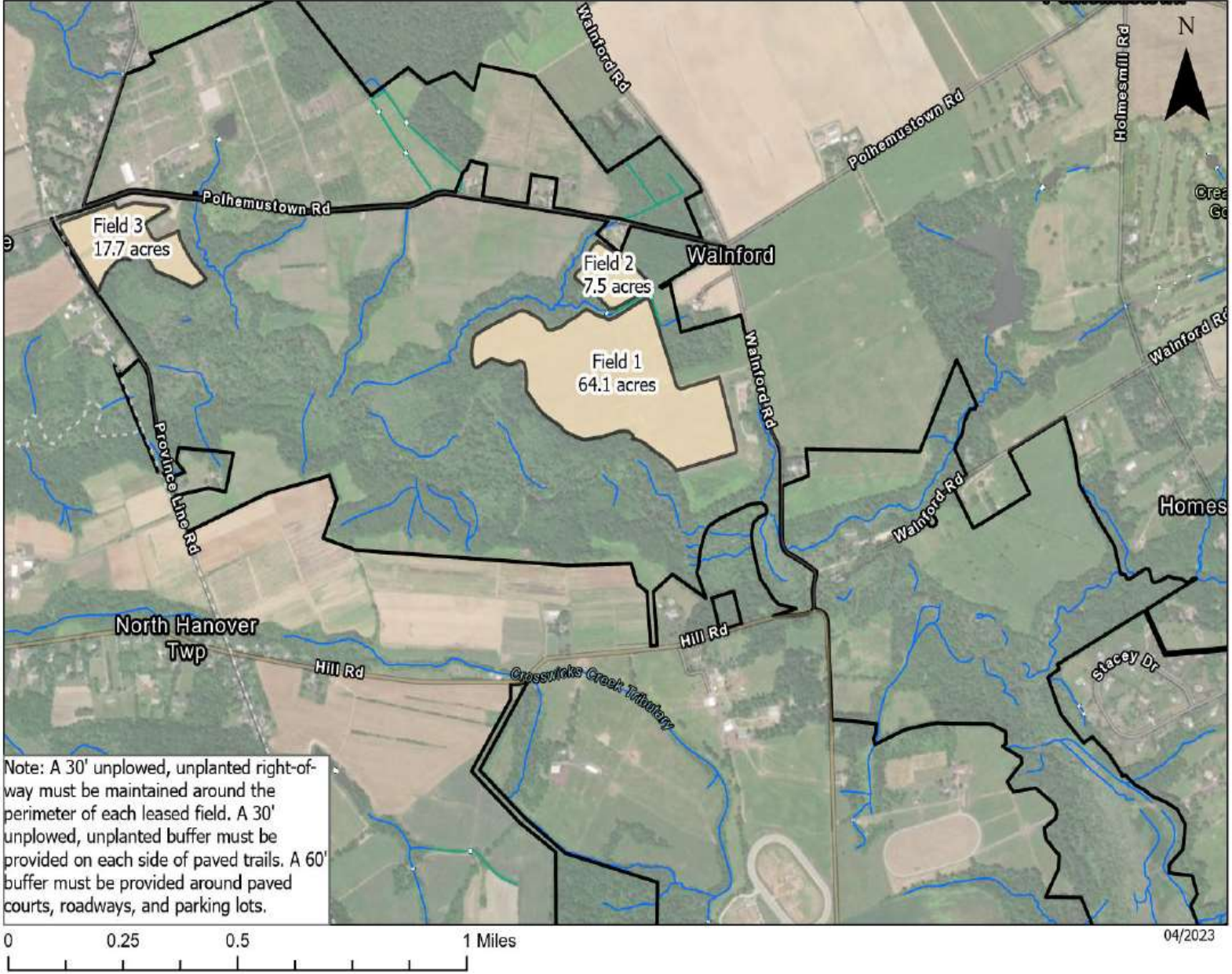
Clayton Park Upper Freehold Township- Fields 1, 2, 3, 4 - Proposal 1



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.

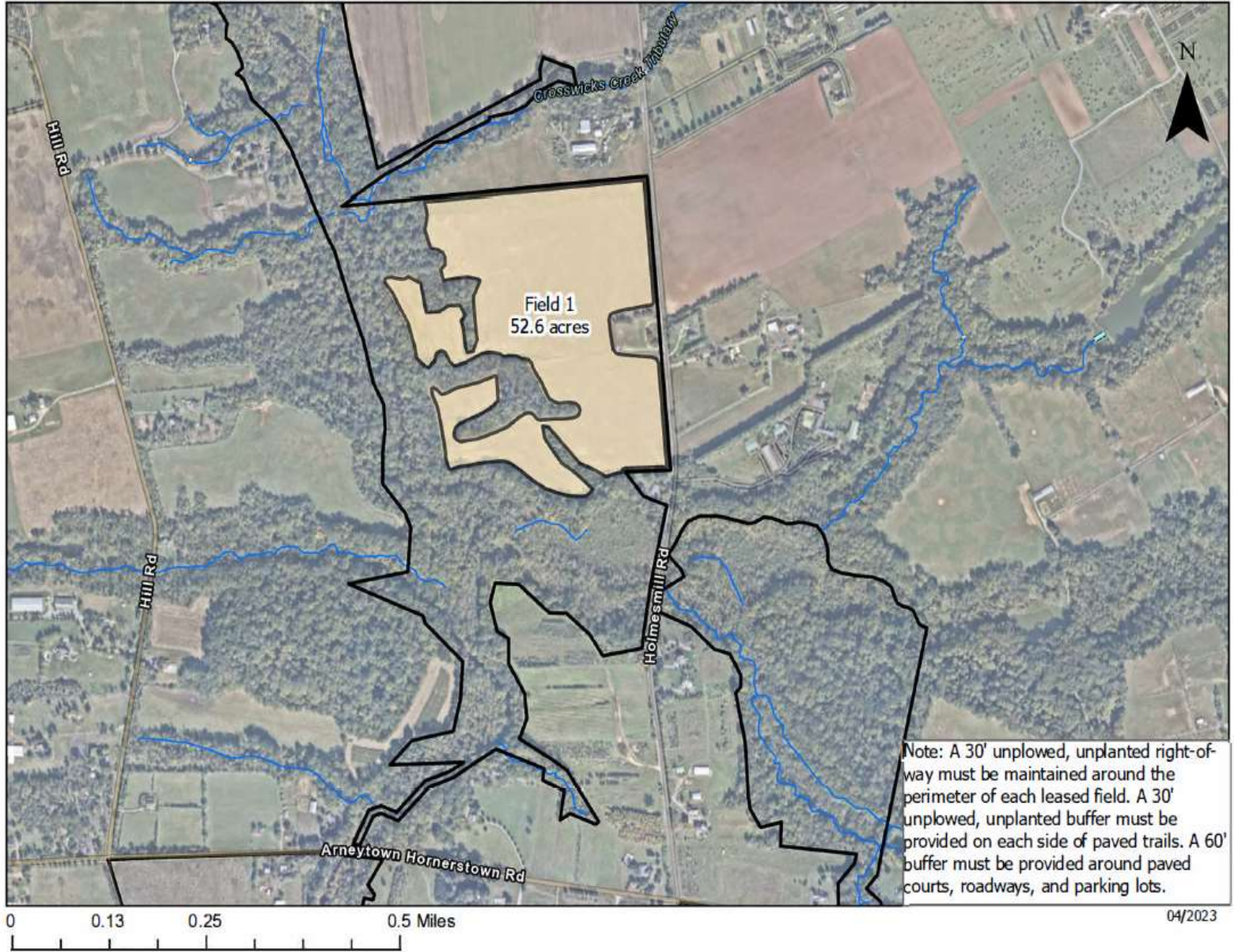
04/2023

Crosswicks Creek Park - Lower Reach Upper Freehold Township - Fields 1, 2, 3 - Proposal 2

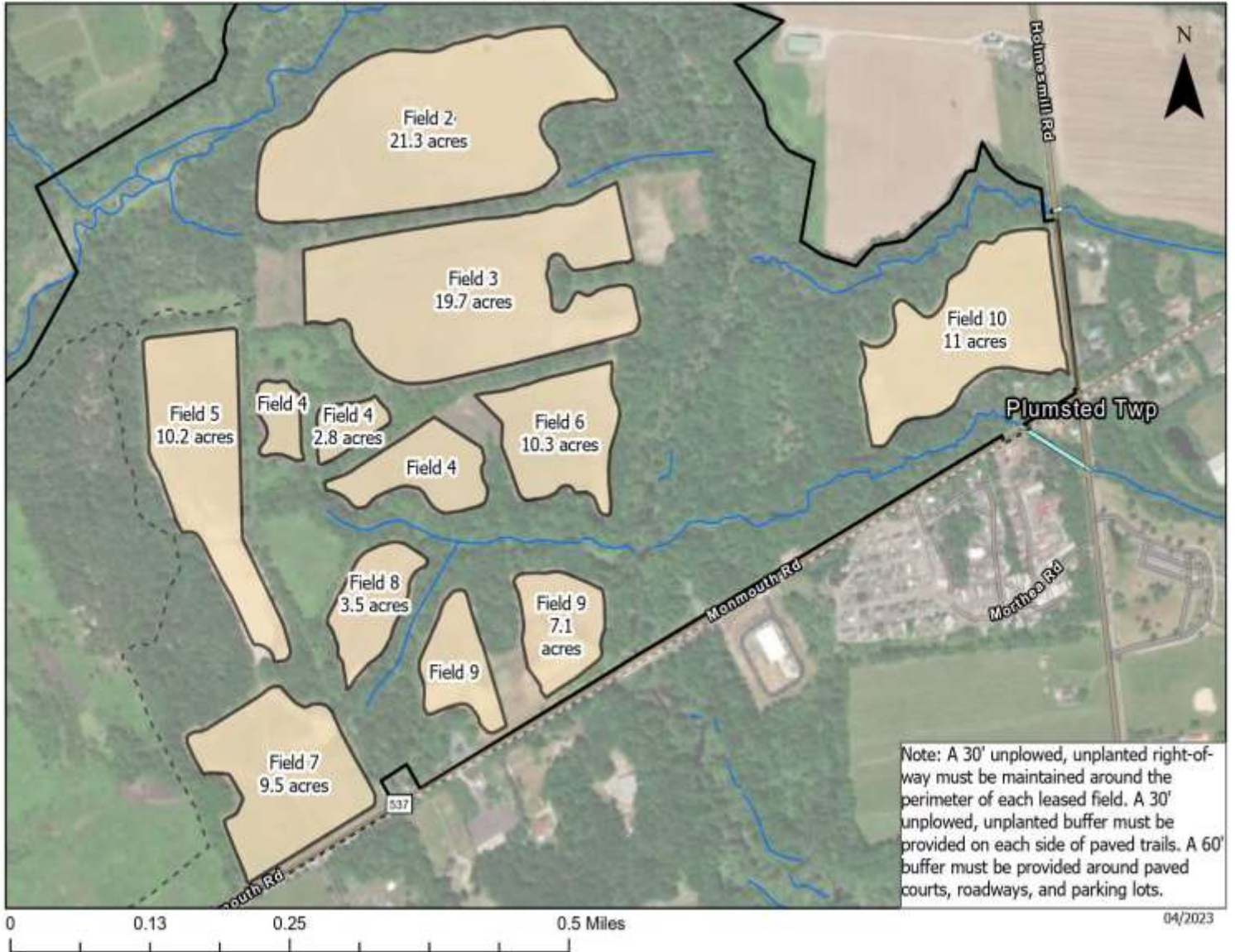


Note: A 30' unplowed, unplanted right-of-way must be maintained around the perimeter of each leased field. A 30' unplowed, unplanted buffer must be provided on each side of paved trails. A 60' buffer must be provided around paved courts, roadways, and parking lots.

Crosswicks Creek Park - Middle Reach Upper Freehold Township - Field 1 - Proposal 3



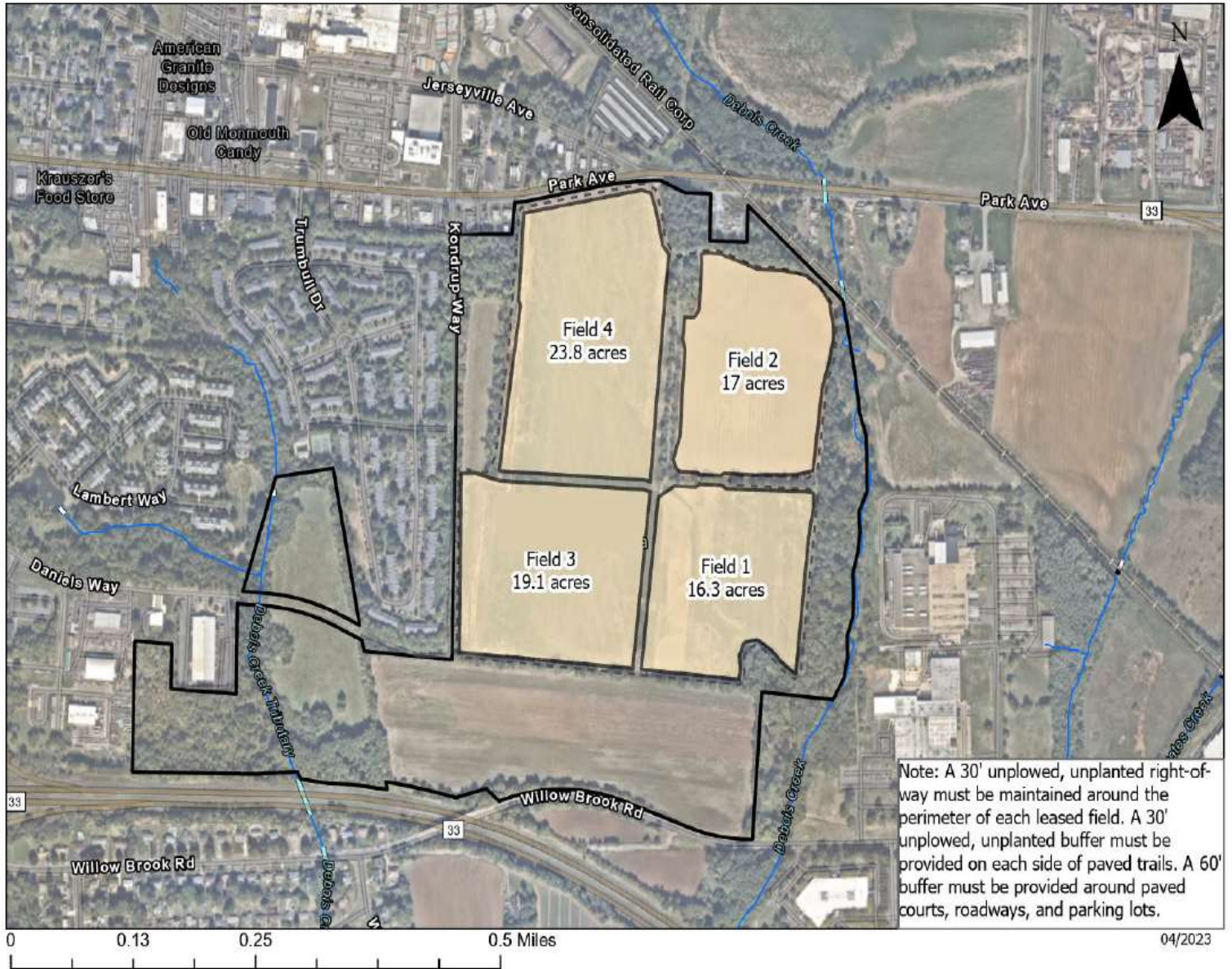
Crosswicks Creek Park - Upper Reach
Upper Freehold Township- Fields 2, 3, 4, 5, 6, 7, 8, 9, 10 - Proposal 3



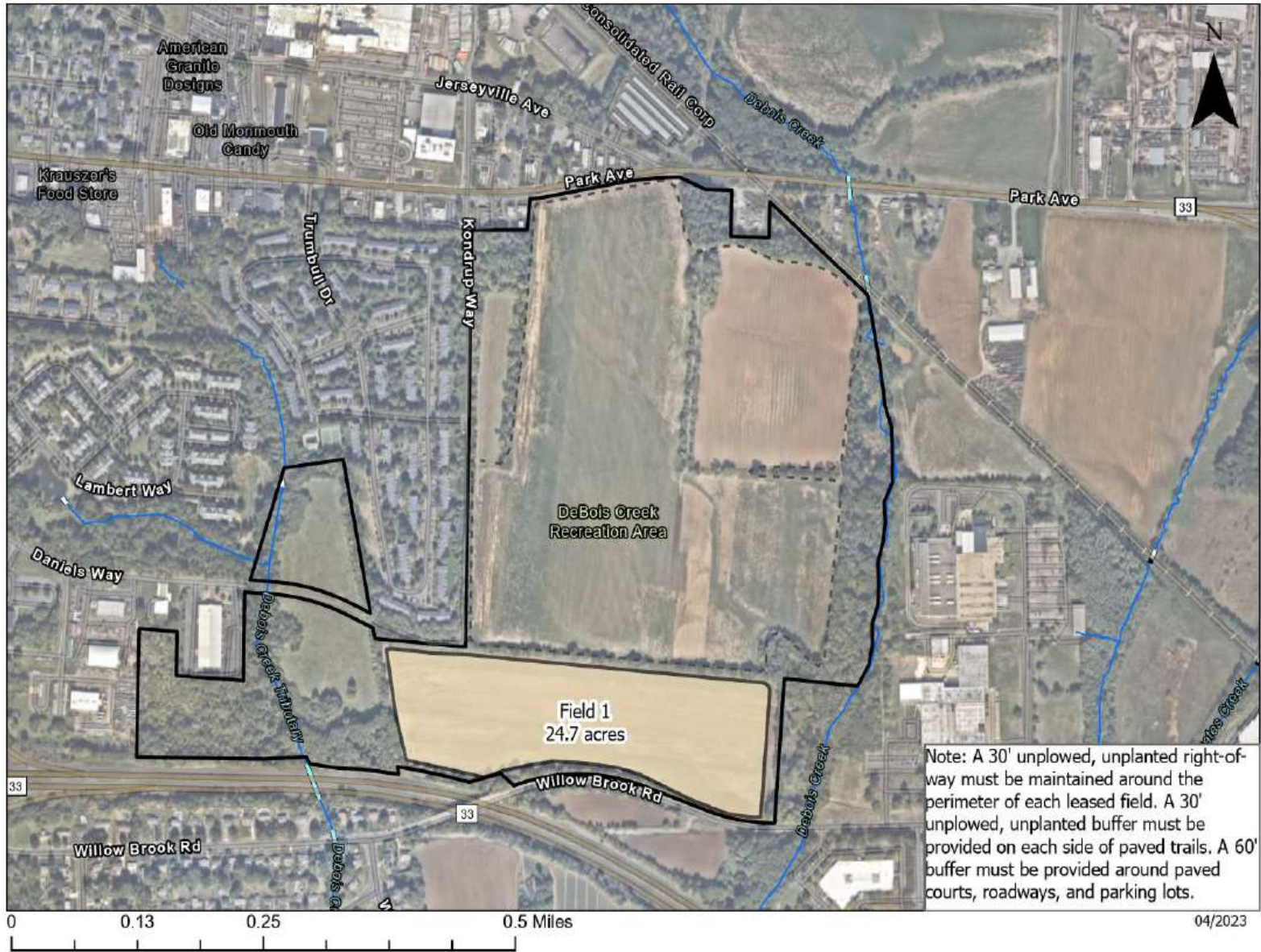
Crosswicks Creek Park Upper Freehold Township - Field 1 - Proposal 4



DeBois Recreation Area North Freehold Township - Fields 1, 2, 3, 4 - Proposal 5

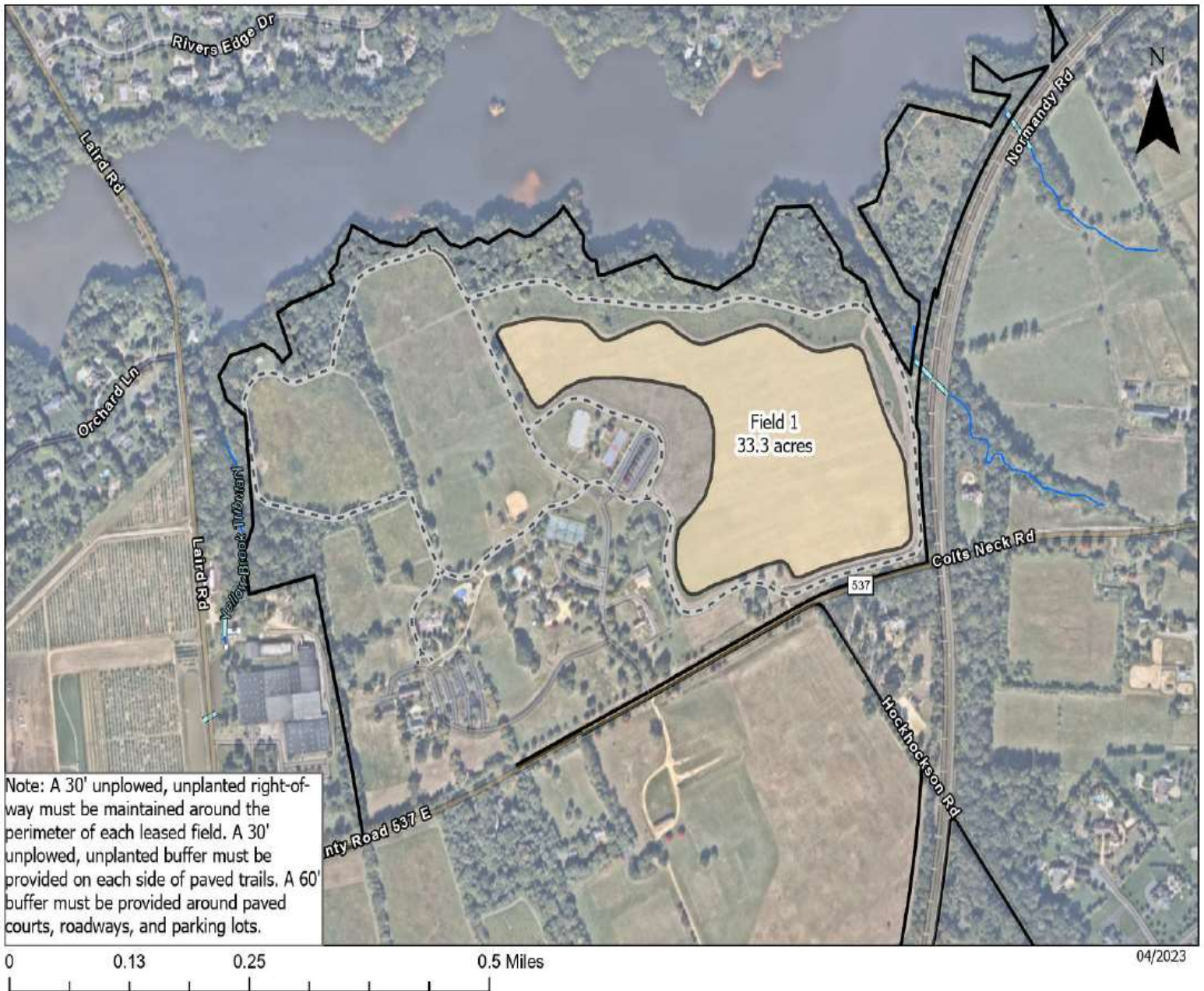


DeBois Recreation Area South Freehold Township - Field 1 - Proposal 6



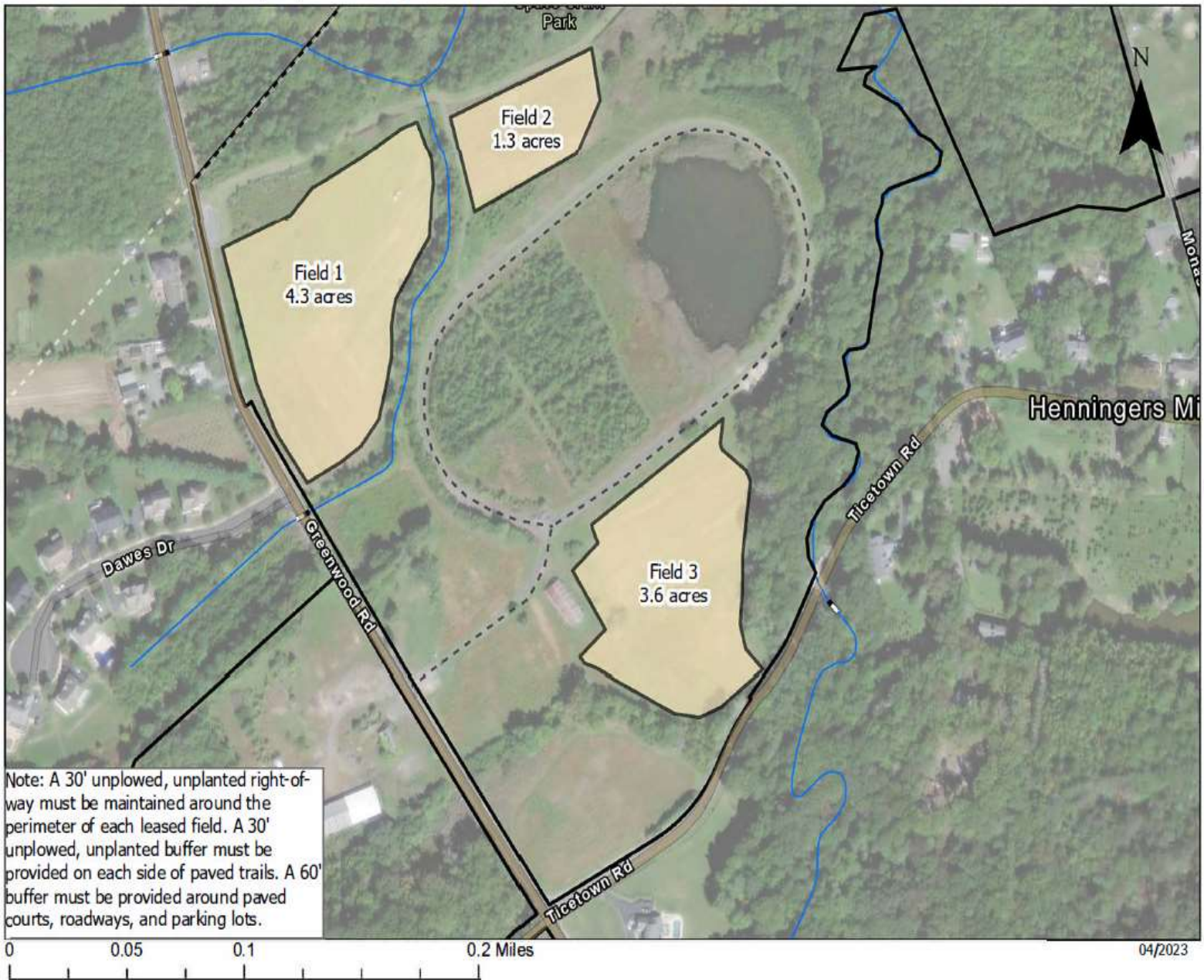
Note: A 30' unplowed, unplanted right-of-way must be maintained around the perimeter of each leased field. A 30' unplowed, unplanted buffer must be provided on each side of paved trails. A 60' buffer must be provided around paved courts, roadways, and parking lots.

Dorbrook Recreation Area Colts Neck - Field 1 - Proposal 7

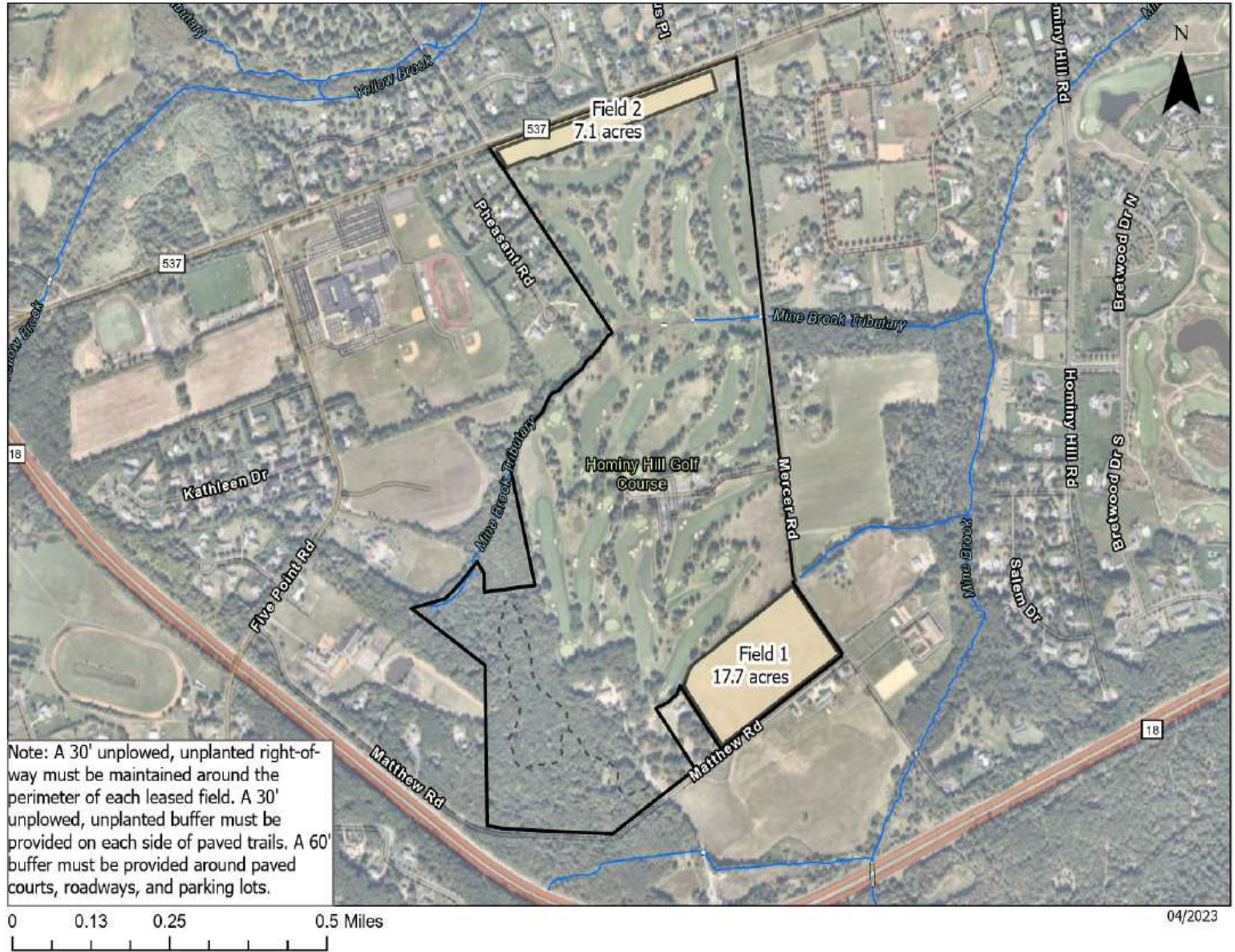


Note: A 30' unpaved, unplanted right-of-way must be maintained around the perimeter of each leased field. A 30' unpaved, unplanted buffer must be provided on each side of paved trails. A 60' buffer must be provided around paved courts, roadways, and parking lots.

Freneau Woods Park Aberdeen - Fields 1, 2, 3 - Proposal 8

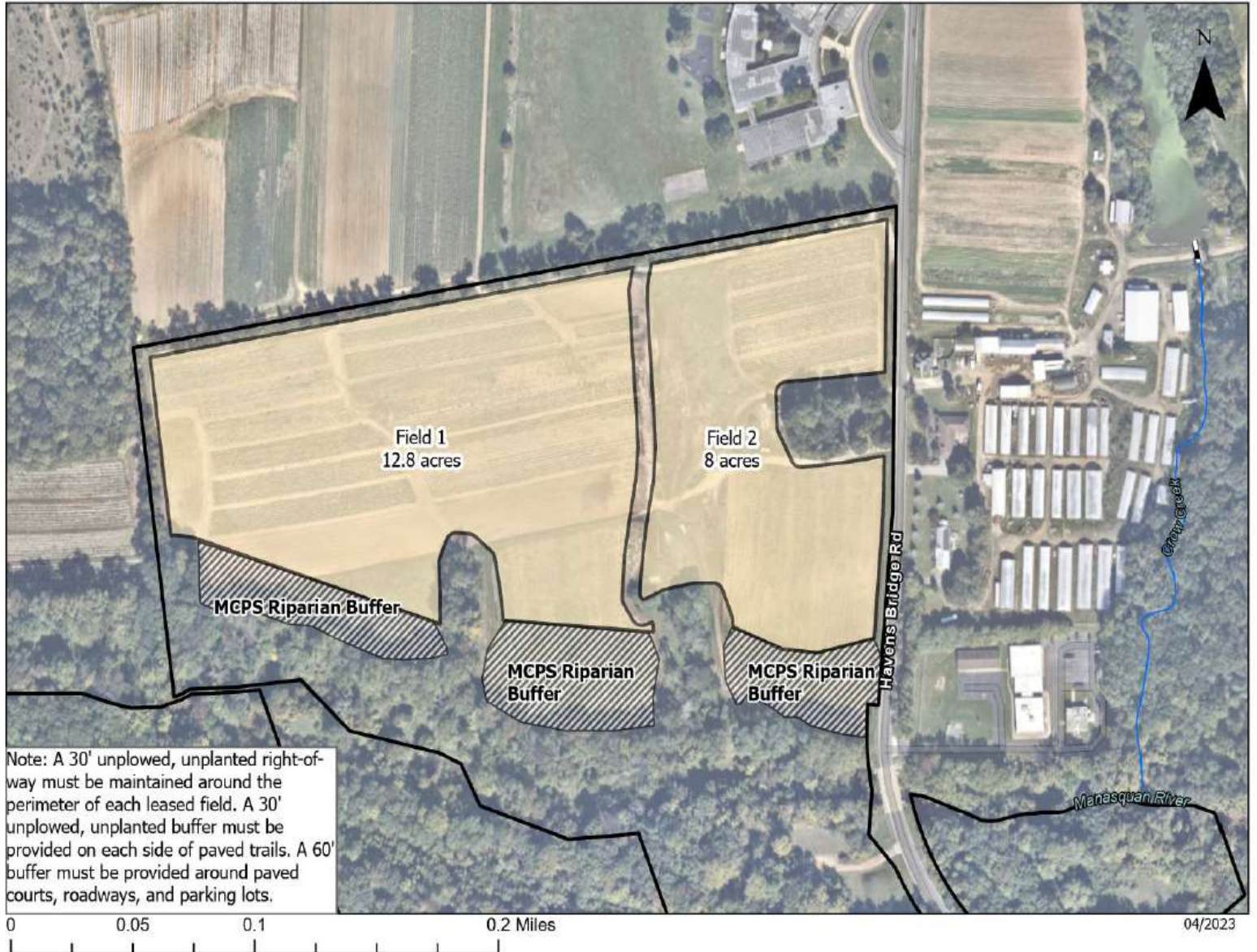


Hominy Hill Golf Course Colts Neck - Fields 1, 2 - Proposal 9

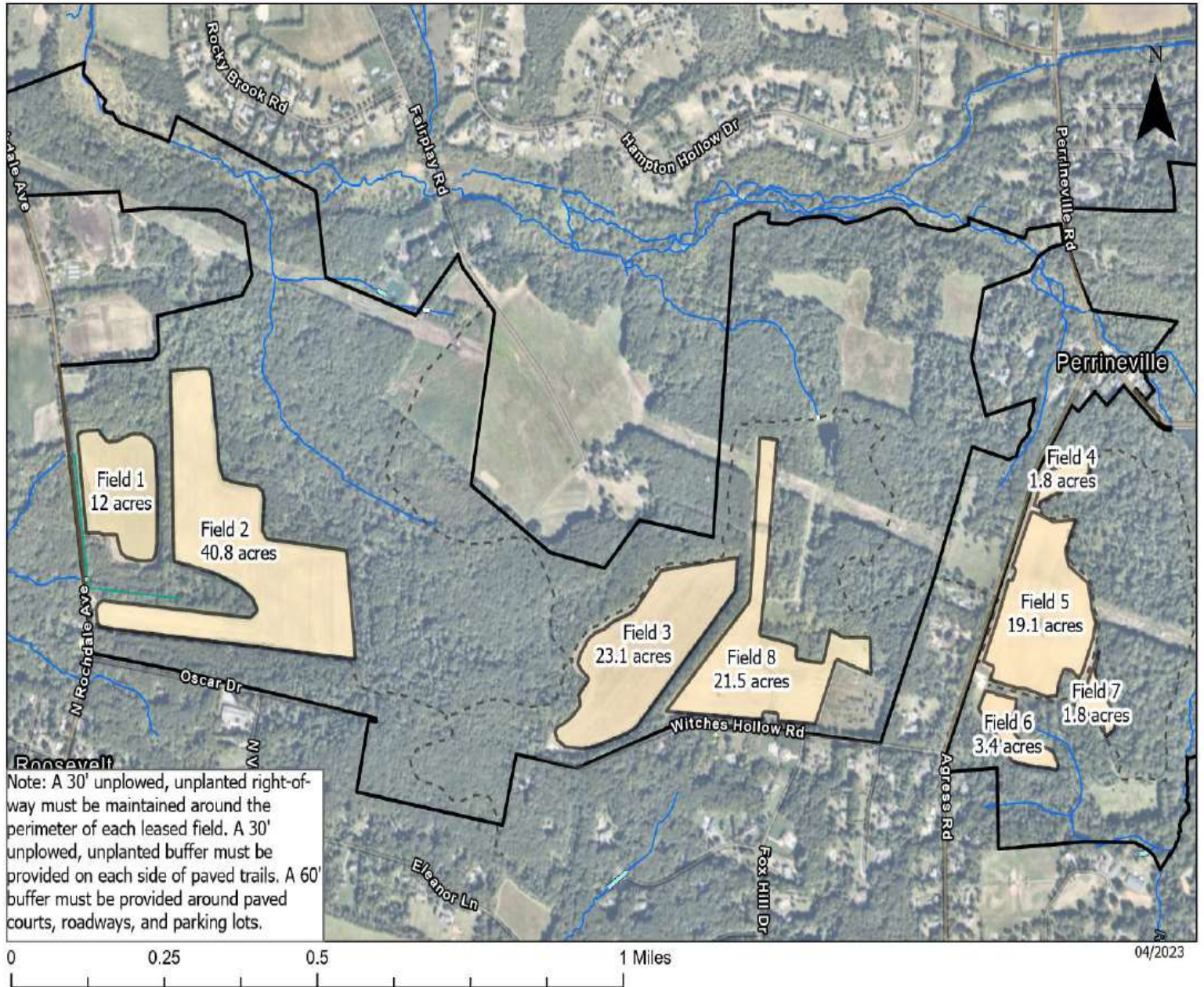


Note: A 30' unplowed, unplanted right-of-way must be maintained around the perimeter of each leased field. A 30' unplowed, unplanted buffer must be provided on each side of paved trails. A 60' buffer must be provided around paved courts, roadways, and parking lots.

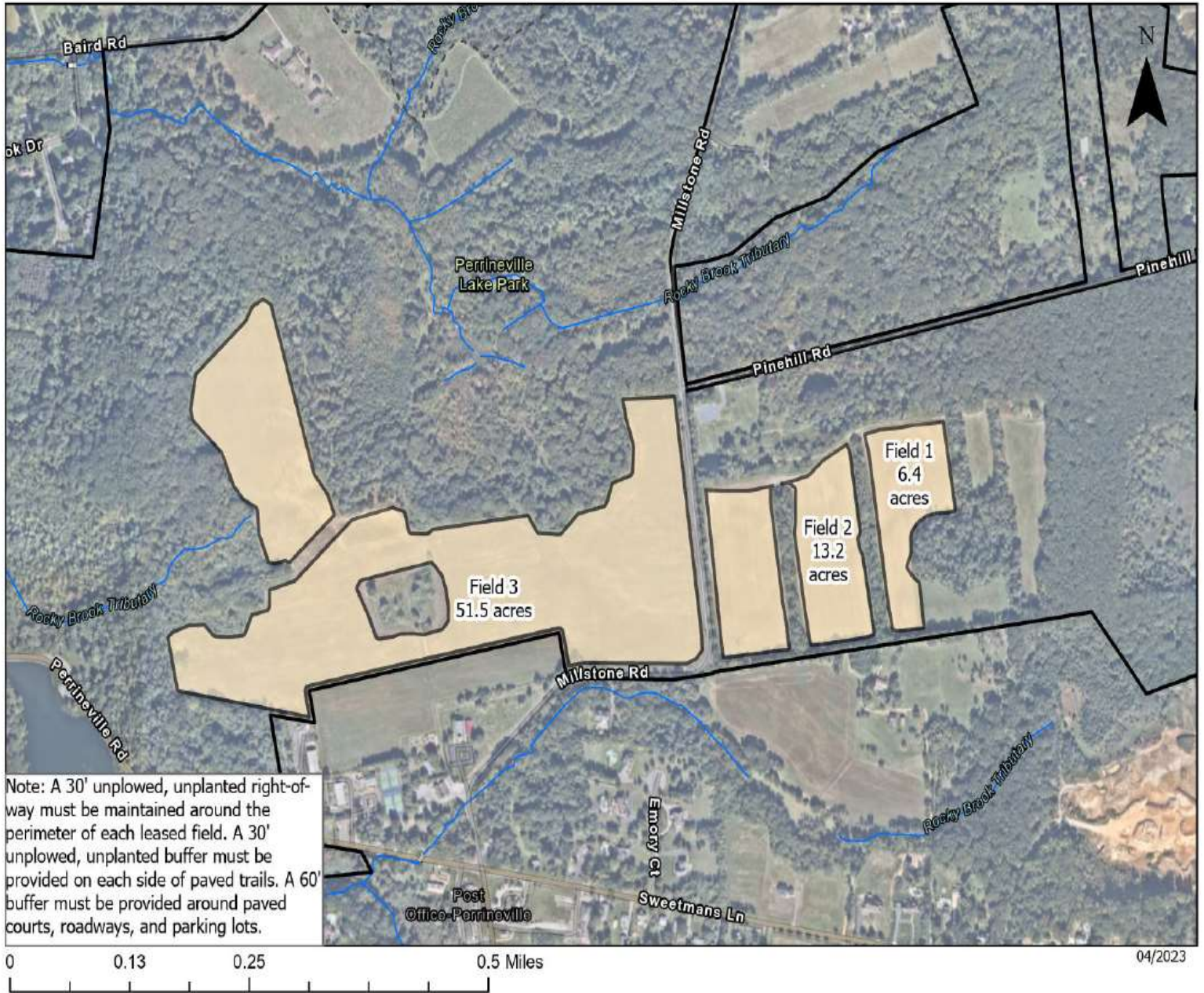
Manasquan River Greenway Howell Township- Fields 1, 2 - Proposal 10



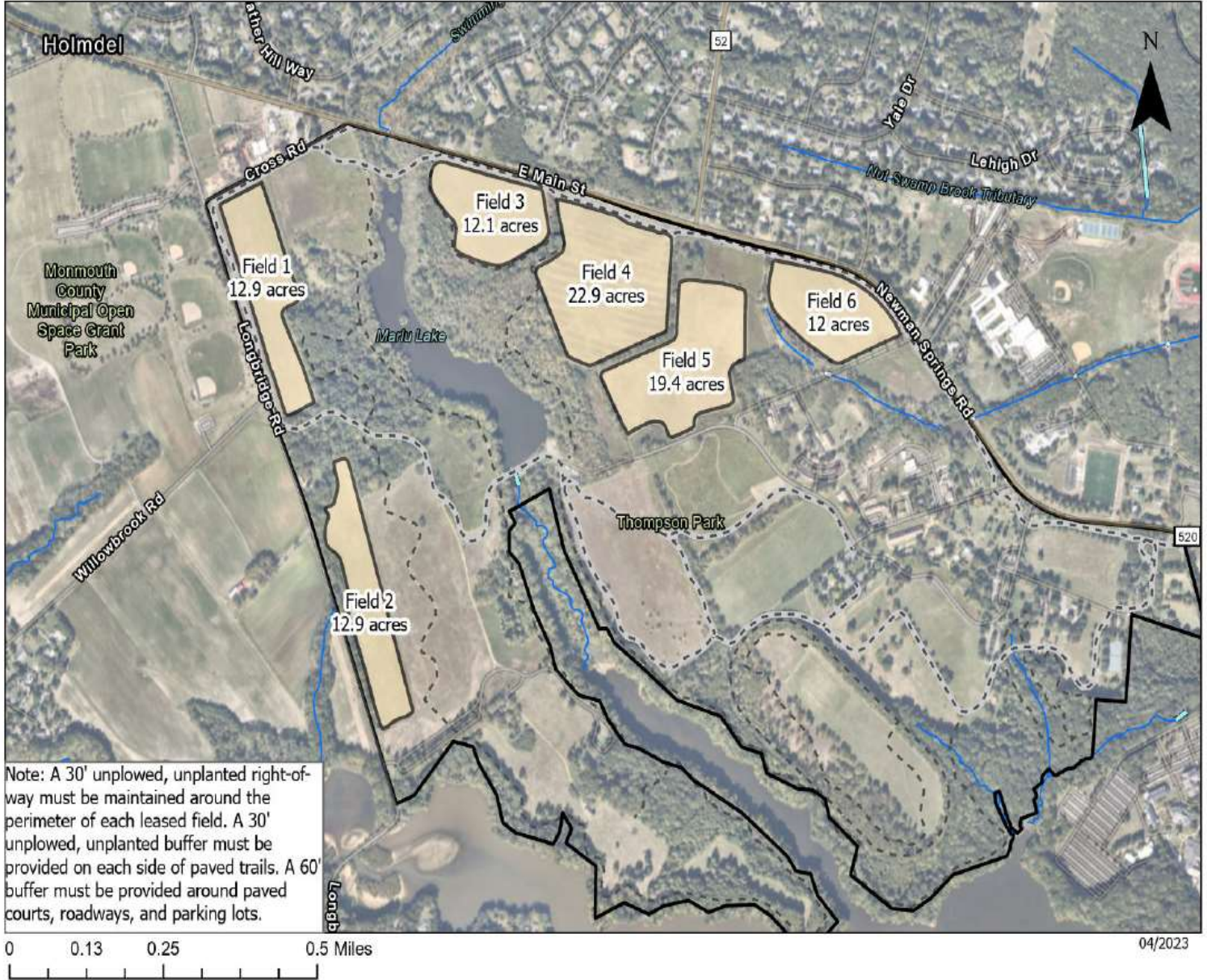
Perrineville Lake Park Roosevelt/Millstone Township- Fields 1, 2, 3, 4, 5, 6, 7, 8 - Proposal 11



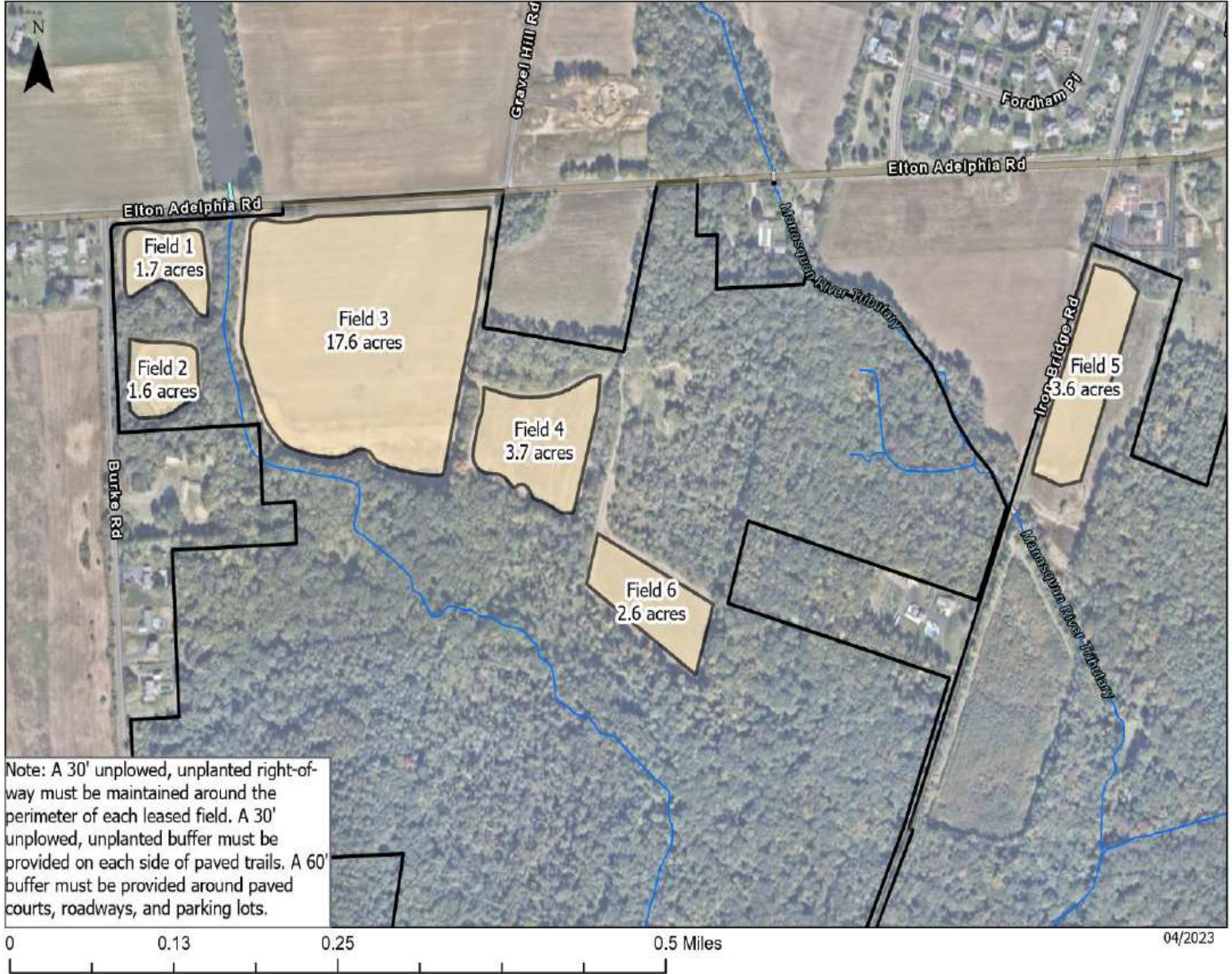
Perrineville Lake Park Roosevelt/Millstone Township- Fields 1, 2, 3 - Proposal 12



Thompson Park Middletown/Holmdel, NJ - Fields 1, 2, 3, 4, 5, 6 - Proposal 13



Turkey Swamp Park Freehold, NJ - Fields 1, 2, 3, 4, 5, 6 - Proposal 14



BIDDER'S CHECKLIST

BID #: 0060-23

(Owner's checkmarks)



Items submitted with bid
(Bidder's **INITIALS**)



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

<u> X </u>	Proposal, including certified applicator form (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 NJ Business Registration Certificate for the bidder and subcontractors (if any)	_____
<u> X </u>	EEO/Affirmative Action Certificate	_____
<u> X </u>	References / List of previous and/or active relevant work	_____
<u> X </u>	Prohibited Russia-Belarus Activities & Iran Investment Activities	_____

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 CLAYTON PARK FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Clayton Park -- Minimum Annual Bid (2024-2025-2026) → \$6,411

<u>Item</u>	<u>Annual Bid</u>
#1 Clayton Park use of Fields #1, 2, 3, 4	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____
_____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 2

FOR THE USE AND OCCUPANCY OF FARMLAND AT CROSSWICKS CREEK GREENWAY – LOWER REACH FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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, Lower Reach – Minimum Annual Bid (2024-2025-2026) →
\$11,917.00**

<i>Item</i>	<i>Annual Bid</i>
#1 Crosswicks Creek Greenway, Lower Reach use of Fields #1, 2, 3	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 3

FOR THE USE AND OCCUPANCY OF FARMLAND AT CROSSWICKS CREEK GREENWAY – MIDDLE REACH AND UPPER REACH FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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, Middle Reach and Upper Reach – Minimum Annual Bid
(2024-2025-2026) → \$14,148**

<i>Item</i>	<i>Annual Bid</i>
#1 Crosswicks Creek Greenway, Middle Reach and Upper Reach use of Fields #1, 2, 3, 4, 5, 6, 7, 8, 9, 10	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)
TOTAL LUMP SUM BID: (Total of years 2024 through 2028)	\$ _____

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 4

FOR THE USE AND OCCUPANCY OF FARMLAND AT CROSSWICKS CREEK GREENWAY FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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 (2024-2025-2026) → \$5,117

<i>Item</i>	<i>Annual Bid</i>
#1 Crosswicks Creek Greenway, Field #1	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)
TOTAL LUMP SUM BID: (Total of years 2024 through 2028)	\$ _____

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____
_____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 5

FOR THE USE AND OCCUPANCY OF FARMLAND AT DEBOIS CREEK RECREATION AREA NORTH FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

DeBois Creek Recreation Area North-- Minimum Annual Bid (2024-2025-2026) → \$2633.00

<u>Item</u>	<u>Annual Bid</u>
#1. DeBois Creek Recreation Area	2024: \$ _____
use of	2025: \$ _____
Fields #1, 2, 3, and 4	2026: \$ _____
(Sod only)	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___ a limited liability company ___ another type of entity (explain: _____) ___ under the laws of the State of _____ having principal offices at _____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 6

FOR THE USE AND OCCUPANCY OF FARMLAND AT DEBOIS CREEK RECREATION AREA SOUTH FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

DeBois Creek Recreation Area South -- Minimum Annual Bid (2024-2025-2026) → \$989.00

<i>Item</i>	<i>Annual Bid</i>
#1. DeBois Creek Recreation Area use of Field #1	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)
TOTAL LUMP SUM BID: (Total of years 2024 through 2028)	\$ _____

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___ a limited liability company ___ another type of entity (explain: _____) ___ under the laws of the State of _____ having principal offices at _____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____

(Farm Name)

PROPOSAL 7

FOR THE USE AND OCCUPANCY OF FARMLAND AT DORBROOK RECREATION AREA FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Dorbrook Recreation Area -- Minimum Annual Bid (2024-2025-2026) → \$839.00

<i>Item</i>	<i>Annual Bid</i>
#1. Dorbrook Recreation Area use of Field #1	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___ a limited liability company ___ another type of entity (explain: _____) ___ under the laws of the State of _____ having principal offices at _____

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 8

**FOR THE USE AND OCCUPANCY OF FARMLAND AT FRENEAU WOODS PARK
FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Freneau Woods Park - Minimum Annual Bid (2024-2025-2026) → \$238.00

<i>Item</i>	<i>Annual Bid</i>	
#1. Freneau Woods Park, use of Fields #1, 2, 3,	2024:	\$ _____
	2025:	\$ _____
	2026:	\$ _____
	2027:	\$ _____ (2026 bid + 2% increase)
	2028:	\$ _____ (2027 bid + 2% increase)
TOTAL LUMP SUM BID: (Total of years 2024 through 2028)		\$ _____

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____
_____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 9

FOR THE USE AND OCCUPANCY OF FARMLAND AT HOMINY HILL GOLF COURSE FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

1. Hominy Hill Golf Course -- Minimum Annual Bid (2024-2025-2026) → \$1,139.00

<u>Item</u>	<u>Annual Bid</u>
#1. Hominy Hill Golf Course use of Fields #1 and 2	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of #1 + #2 for years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____
_____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 10

FOR THE USE AND OCCUPANCY OF FARMLAND AT MANASQUAN RIVER GREENWAY FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Manasquan River Greenway -- Minimum Annual Bid (2024-2025-2026) → \$1,182.00

<i>Item</i>	<i>Annual Bid</i>
#1. Manasquan River Greenway use of Fields #1 and 2	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)
TOTAL LUMP SUM BID: (Total of years 2024 through 2028)	\$ _____

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___ a limited liability company ___ another type of entity (explain: _____) ___ under the laws of the State of _____ having principal offices at _____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 11

FOR THE USE AND OCCUPANCY OF FARMLAND AT PERRINEVILLE LAKE PARK WEST FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Perrineville Lake Park West - Minimum Annual Bid (2024-2025-2026) → \$4755.00

<i>Item</i>	<i>Annual Bid</i>
#1. Perrineville Lake Park West use of Fields #1, 2, 3, 4, 5, 6, 7, 8	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___ a limited liability company ___ another type of entity (explain: _____) ___ under the laws of the State of _____ having principal offices at _____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 12

FOR THE USE AND OCCUPANCY OF FARMLAND AT PERRINEVILLE LAKE PARK EAST FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Perrineville Lake Park East - Minimum Annual Bid (2024-2025-2026) → \$3,061.00

<u>Item</u>	<u>Annual Bid</u>
#1. Perrineville Lake Park East use of Fields #1, 2, 3	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____
_____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 13

FOR THE USE AND OCCUPANCY OF FARMLAND AT THOMPSON PARK FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Thompson Park -- Minimum Annual Bid (2024-2025-2026) → \$2,505.00

<i>Item</i>	<i>Annual Bid</i>
#1. Thompson Park use of Fields #1, 2, 3, 4, 5, and 6	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF ANY:

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____
_____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

SUBMITTED BY: _____
(Farm Name)

PROPOSAL 14

FOR THE USE AND OCCUPANCY OF FARMLAND AT TURKEY SWAMP PARK FOR THE GROWING SEASONS OF 2024-2025-2026-2027-2028 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:

Turkey Swamp Park -- Minimum Annual Bid (2024-2025-2026) → \$954.00

<u>Item</u>	<u>Annual Bid</u>
#1. Turkey Swamp Park use of Fields #1, 2, 3, 4, 5, 6	2024: \$ _____
	2025: \$ _____
	2026: \$ _____
	2027: \$ _____ (2026 bid + 2% increase)
	2028: \$ _____ (2027 bid + 2% increase)

TOTAL LUMP SUM BID: \$ _____
(Total of years 2024 through 2028)

VARIANCE IF

ANY: _____

The undersigned is a (check one) ___ a partnership ___ a corporation ___ an individual ___
a limited liability company ___ another type of entity (explain: _____) ___
under the laws of the State of _____
having principal offices at _____
_____.

FARMER _____

SIGNATURE _____

ADDRESS _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. # OR SOCIAL SECURITY NO. _____

BUSINESS PHONE _____ FAX# _____

DATE _____

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.

C A U T I O N

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

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

The CONTRACTOR is (check one):

- Partnership Corporation Sole Proprietorship Limited Liability Partnership
- Limited Liability Corporation Limited Partnership
- Subchapter S Corporation Other, Please List _____

I certify that:

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

OR

- The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

- Check here if additional sheets are attached.

NOTE: If an entity owns a 10% or greater interest in the Contractor, 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.

Publicly Traded Parent Company Disclosure:

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

CONTRACTOR _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

(Corporate seal if a corporation)

NON-COLLUSION AFFIDAVIT

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

STATE OF _____) ss:

COUNTY OF _____)

Re: **TEMPORARY USE AND OCCUPANCY OF MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS' LAND FOR AGRICULTURAL USE FOR THE YEARS 2024-2025-2026-2027-2028 AT CLAYTON PARK, CROSSWICKS CREEK GREENWAY, DEBOIS CREEK RECREATION AREA, DORBROOK RECREATION AREA, FRENEAU WOODS PARK, HOMINY HILL GOLF COURSE, MANASQUAN RIVER GREENWAY, PERRINEVILLE LAKE PARK, THOMPSON PARK, AND TURKEY SWAMP PARK**
(BID #0060-23)

I, _____ (name)

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

I am the _____ (title)

of _____ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the 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 the bid 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 the bid and in the statements contained in this affidavit in awarding a contract for the 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 my firm for the purpose of securing business.

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of My commission expires _____, 20__.

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

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____
Addendum or Clarification # _____ Date Received: _____

Vendor Name:

PS/Bid#:

Signature:

Name (Please Print):

Title:

Date:

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE N.J.S.A. 10:2-1

CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

EXHIBIT B

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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.

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.

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.

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.

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*.

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.

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.

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.

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 AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

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 the 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: _____	

REFERENCES

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

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

**Monmouth County Park System
Prohibited Russia-Belarus Activities & Iran Investment Activities**

Person or Entity	
Part 1: Certification	
<p align="center">COMPLETE PART 1 BY CHECKING <u>ONE OF THE THREE BOXES BELOW</u></p> <p>Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses: https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.</p> <p>If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.</p>	
CONTRACT AWARDS AND RENEWALS	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
CONTRACT AMENDMENTS AND EXTENSIONS	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
IF UNABLE TO CERTIFY	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Monmouth County Park System is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Monmouth County Park System to notify the Monmouth County Park System in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Monmouth County Park System and that the Monmouth County Park System at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	