

SOMERSET COUNTY PARK COMMISSION



PURCHASING DIVISION
MELISSA A. KOSENSKY, RPPO, QPA
Purchasing Agent

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NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the Somerset County Park Commission on **March 8, 2023** at **12:45 PM** prevailing time in the Purchasing Division, Somerset County Administration Building, 20 Grove St., Somerville, NJ 08876 at which time and place bids will be opened and read in public for:

**Licensing of Farming Rights to One (1) Parcel of Farmland in
Somerset County, New Jersey
Area 1: Bibeau Parcel
Contract #: PCC-0018-22R**

We value the integrity of the procurement process, and in full transparency, the bid opening will be conducted via Live-Stream from the County Commissioners Meeting room. You can access the Live-Stream from the County's homepage at the prevailing date and time stated in this Notice to Bidders. During the bid opening process, the bidders will be announced as well as bid amounts. Also, the bid tabulation will be posted, as always, to the Purchasing webpage once available.

Bid responses must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and the "**BID TITLE NAME & CONTRACT #**" on the outside, addressed to Melissa A. Kosensky, Purchasing Agent, at the address above.

Specifications and instruction to bidders may be obtained at the County Purchasing Office or the Somerset County Park Commission website at www.somersetcountyparks.org and on the Somerset County website www.co.somerset.nj.us.

Any Bid Addenda will be issued on the County and Somerset County Park Commission websites, and processed in accordance with N.J.S.A. 40A:11-23(c)(1). All interested bidders should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Melissa A. Kosensky, RPPO, QPA
Purchasing Agent – Somerset County

**SOMERSET COUNTY PARK COMMISSION
GENERAL INSTRUCTIONS**

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
- (1) Addressed to the Purchasing Agent
 - (2) Bearing the name and address of the bidder on the outside
 - (3) Clearly marked "BID" with the contract name and number being bid. Provide One (1) Original & One (1) copy of the bid. **Faxed or emailed bids will NOT be accepted.**
- C. It is the bidder's responsibility to ensure that bids are presented to the Purchasing Agent on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Somerset County Park Commission disclaims any responsibility for bids forwarded by regular or express mail. **If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope.** Bids received after the designated time and date will be returned unopened.
- D. The Somerset County Park Commission reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follow:
- Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Multiple Bids Not Accepted
More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.
- H. Official Request for Bid packages are available from the County's and Somerset County Park Commission websites at www.co.somerset.nj.us and www.somersetcountyparks.org at no cost to the prospective bidders. All addenda are posted on both site's and issued in accordance with N.J.S.A. 40A:11-23(c)(1). Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Somerset County Park Commission is not responsible for third party supplied specifications.
- I. Results of all bids are posted on the County and Somerset County Park Commission's website.

2. RESERVED

3. PREPARATION OF BIDS (PRICING INFORMATION AND FORMS)

A. (1). The Somerset County Park Commission is exempt from any local, state or federal sales, use or excise tax. Somerset County Park Commission shall not pay for New Jersey State Sales and Use Tax that are included in any invoices. Somerset County Park Commission will not pay service charges such as interest and late fees.

(2). The Somerset County Park Commission or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

The County of Somerset is rated by:
Standard & Poor's Ratings Group: AAA
Moody's Investors Services: Aaa
Dun and Bradstreet

B. Bid responses shall be ***signed in ink*** (Original Signature Required) by the bidder; all quotations shall be made with a typewriter/computer or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. Reserved

E. Reserved

F. Any bidder may withdraw their bid at any time before the time set for receipt of bids.

G. All forms shall be completed and attached to the bid proposal. BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.

H. Results of all bids are posted on the County website www.co.somerset.nj.us and Somerset County Park Commission web site www.somersetcountyparks.org

4. RESERVED

5. INTERPRETATIONS AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Somerset County Park Commission. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Somerset County Park Commission of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent, referencing the Contract Name and Contract Number in the subject line, at PurchasingDiv@co.somerset.nj.us. In order to be given consideration, written requests for interpretation and or clarification must be received at last three (3) business days prior to the date fixed for the opening of the bids.

- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder by completing the Acknowledgement of Receipt of Addenda form. The Somerset County Park Commission's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent via electronic transmissions to those known recipients of the bid specifications.

- E. Discrepancies in Bids

1. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Somerset County Park Commission of the extended totals shall govern.

6. RESERVED

7. METHOD OF CONTRACT AWARD

- A. The Somerset County Park Commission reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the highest responsible bidder, if it is in the best interest of the Somerset County Park Commission to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.
- B. The Somerset County Park Commission further reserves the right to award each item separately to the highest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Somerset County Park Commission. Without limiting the generality of the foregoing, the Somerset County Park Commission reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C. The Somerset County Park Commission may also elect to award the contract on the basis of unit prices.
- D. The Somerset County Park Commission reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.
- E. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Somerset County Park Commission may then, at its option, accept the bid of the next highest responsible bidder.
- F. Reserved
- G. The form of contract shall be submitted by the Somerset County Park Commission to the successful bidder.

H. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

8. CAUSES FOR REJECTIONING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Somerset County Park Commission may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

9. RESERVED

10. RESERVED

11. NON-COLLUSION AFFIDAVIT - N.J.S.A. 52:34-15

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

12. NEW JERSEY ANTI-DISCRIMINATION – N.J.S.A. 10:2-1

There shall be no discrimination against any employee engaged in the work required to produce the goods and services covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

13. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE – N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17-27 et seq.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included as attachment A in this specification.

1. Goods, Professional Services and Service Contracts

Each 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:

- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the letter must be provided by the vendor to the Public Agency and Division. This approval letter is valid for one year from the date of issuance.
- ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the

Certificate to the Public Agency 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

- iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of New Jersey" www.state.nj.us/treasury/contract_compliance

2. Construction Contracts

All successful contractors shall complete and submit an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of LWD and to the Public Agency.

14. AMERICANS WITH DISABILITIES ACT OF 1990 - 42 U.S.C. S121 01 et seq.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Somerset County Park Commission harmless for any violations committed under the contract.

15. WORKER AND COMMUNITY RIGHT TO KNOW ACT - N.J.S.A. 34:5A-1 et seq.

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 5A-1 et seq., and N.J.A.C 5:89-5 et seq.).

All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication. Further, all applicable documentation must be furnished.

16. OWNERSHIP DISCLOSURE- N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

N.J.S.A. 52:25-24.2 provides that no business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included State of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

17. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

See contract (Page 17, 18 & 19)

B. Indemnification

See contract (Page 19)

18. PAYMENT

Payments shall be made by Licensee in five (5) lump sum yearly installments. The first annual fee payment, together with this License signed by the Licensee, is due after a properly executed Somerset County Park Commission voucher has been received and formally approved on the voucher list by the Somerset County Park Commission at its subsequent regular meeting. The voucher will be certified correct by the department/division head who received the goods or services. Subsequent annual fee payments shall be made on or before August 1st of the second, third, fourth, and fifth years of the term.

Payment shall in the form of a check payable and tendered to the Somerset County Park Commission, Attention: Director Geoffrey Soriano, P.O. Box 5327, North Branch, NJ 08876.

19. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Somerset County Parks Commission will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

20. PROMPT PAYMENT – GOODS & SERVICES – P.L. 2019, C.127 (LFN 2019-02 1/23/19)

P.L. 2018, c. 127 establishes a prompt payment requirement that applies to goods and services contracts a contracting unit awards to a "business concern" under the Local Public Contracts Law (LPCL). The law applies to all goods and services contracts awarded on or after February 1, 2019 (the law's effective date) regardless of dollar amount and any contracts requiring either a single payment or multiple payments. The law does not change the prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq. and described in LFN 2006-21. The law defines "Business Concern" as any person engaged in a trade or business, including a private nonprofit entity operating as an independent contractor, providing goods and services directly to a contracting unit or to a designated third party and operating pursuant to a contract with a contracting unit which requires either a single payment or multiple payments, but shall not include a "public utility" as defined in N.J.S.A. 48:2.13.

21. TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Somerset County Park Commission shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Somerset County Park Commission of any obligation for balances to the contractor of any sum or sums set forth in the contract. Somerset County Park Commission will pay for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the Somerset County Park Commission for damages sustained by the Somerset County Park Commission by virtue of any breach of the contract by the contractor and the Somerset County Park

Commission may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Somerset County Park Commission from the contractor is determined.

- C. The contractor agrees to indemnify and hold the Somerset County Park Commission harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Somerset County Park Commission under this provision.
- D. In case of default by the contractor, the Somerset County Park Commission may procure the goods and services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Somerset County Park Commission reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to the new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any changes shall be approved by the Somerset County Park Commission.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Somerset County Park Commission.
- H. The Somerset County Park Commission may terminate the contract for convenience by providing seventy-five (75) calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Somerset County Park Commission is conditioned upon the availability of Somerset County Park Commission funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Somerset County Park Commission at the end of any particular fiscal year may terminate such services. The Somerset County Park Commission will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Somerset County Park Commission to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the Somerset County Park Commission by notice to the parties.

22. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owners(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

23. RESERVED

24. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

25. Bidders shall not write in margins or alter the official content or requirements of the Somerset County Park Commission bid documents.

26. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

27. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2010.

28. TRUTH IN CONTRACTING LAW

- N.J.S.A. 2C:21-34, et seq. governs false claims and representation. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

29. PROOF OF N.J. BUSINESS REGISTRATION CERTIFICATE N.J.S.A. 52:32-44

Pursuant to N.J.S.A. 52:32-44, Somerset County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time of contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) 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.
- (3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered in the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

30. PAY TO PLAY– NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

31. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

32. Health Insurance Portability and Accountability Act of 1996 - HIPAA (If Applicable)

Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information.

The Contractor shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Somerset County Park Commission harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

33. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Somerset County Park Commission opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Somerset County Park Commission may solicit the goods and/or services from any bidder on this contract.

34. The owner and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

35. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

36. FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the County of Somerset by notice to each party.

37. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:3255 prohibits State and Local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the County is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

SPECIFICATIONS

FARM LICENSE AGREEMENT INFORMATION

[Information specific to individual License Agreements is listed below]

General Notes:

Due to the geographic features and conditions of the Land, the area suitable for farming might be less than the acreage amount listed for the parcels.

Whereas prior license fee payments were payable by the Licensee on or before January 1st of each year of the five-year term of the license, the License Agreement has been revised to provide that the first annual fee payment, together with this License signed by the Licensee, is due no later than January 1st of the first year of the term. Subsequent annual fee payments shall be made on or before November 1st of the second, third, fourth, and fifth years of the term. See Paragraph 3 of Farm License Agreement.

A new provision in the License Agreement requires that the Licensee shall maintain a ten (10) foot wide unplowed, unplanted, and mowed right-of-way along all lot lines of the Licensed Premises and along all bodies of water (rivers, ponds, etc.) located within the Licensed Premises. See Paragraph 8T of Farm License Agreement.

A new provision in the License Agreement requires that the Licensee shall appropriately post notice at the exterior boundaries of the Licensed Premises and at all roads, trails, and right-of-ways entering the Licensed Premises advising that hunting, fishing, trapping, or taking wildlife or any attempt to do so is prohibited (see N.J.S.A. 27:7-1, et. seq). The signs shall be supplied to Licensee by Licensor. See Paragraph 8U of Farm License Agreement.

Area	Property	Minimum Bid Amount per Year
1	BIBEAU PARCEL (Portions of Lot 10 in Block 165) in the Township of Hillsborough. Approximately 30.3 acres.	\$300.00

FARMING LICENSE AGREEMENT TEMPLATE

The following constitutes the template for the Farming License Agreement that the successful bidder will be required to execute. Details such as the name and address of the Licensee, the parcel information, term, and license fee will be inserted by the Somerset County Park Commission before the Agreement is provided to the successful bidder for signature. In the event of any conflict between the terms and conditions of the bidding specifications set forth above and the terms and conditions of the License Agreement set forth below, the terms and conditions of the License Agreement shall prevail.

FARM LICENSE AGREEMENT

THIS FARM LICENSE AGREEMENT ("License" or "Agreement"), is made on the _____ day of _____, 20____ between the **Somerset County Park Commission**, with an address of P.O. Box 5327, North Branch, New Jersey 08876 ("Licensor")
AND

_____, with an address of _____ ("Licensee") (both referred to as the "Parties").

BACKGROUND

Licensor has acquired the land which is the subject of this Agreement to be used for recreation, farmland, conservation, and open space purposes in accordance with N.J.S.A. 40:12-15.1, et. seq. As such, Licensor is charged with the responsibility of developing the property for recreation, farmland, conservation, and open space purposes. Licensor has determined that licensing the land for agricultural purposes until such time as the Licensor is ready and able to develop the property for the aforementioned purposes will not interfere with the reasonable anticipated plans for development of the land and is in the best interests of the County of Somerset and the people of the County of Somerset who will be served by the licensing of the property.

1. GRANT OF LICENSE TO LAND

Licensor does hereby license to the Licensee and the Licensee does hereby hire from the Licensor the land parcel which is identified in the License Map attached hereto and made a part hereof as **Exhibit A** ("Licensed Premises" or "Land"). The Licensed Premises is commonly identified by the Licensor as _____ **PARCEL**, and it is identified as **Block _____, Lot(s) _____** on the Tax Map of the _____ of _____, Somerset County, New Jersey. The Licensed Premises consists of approximately _____ (____) acres of land. Licensee acknowledges that, due to the geographic features and conditions of the Land, the area suitable for farming might be less than the acreage amount aforementioned. The License granted to Licensee hereunder is subject to any covenants, restrictions, and limitations of record.

2. TERM

- A. The Term of this Agreement shall be for five (5) years, beginning on Date of Signed License agreement and ending on December 31, 2027. Licensee's occupation of the Licensed Premises and Licensee's farming activities, however, shall not occur unless and until (i) this License has been signed on behalf of Licensor and Licensee; (ii) all Certificates of Insurance required under this Agreement have been provided to and approved by Licensor; and (iii) the

license fee for the first year has been paid by Licensee and received by Licensor.

- B. At the expiration or any termination of this License, Licensee shall quit and surrender possession of the Licensed Premises to Licensor. Licensee may be required at the end of the License to take soil samples, have them analyzed, and amend the soil as recommended to leave the pH (acidity or basicity) within the range of 5.0-7.0 at the time a cover crop is planted.

3. ANNUAL LICENSE FEE

License fee payments shall be made by Licensee in five (5) lump sum yearly installments in the amount of \$ _____. The first annual fee payment, together with this License signed by the Licensee, is due no later than date of signed license agreement of the first year of the term. Subsequent annual fee payments shall be made on or before November 1st of the second, third, fourth, and fifth years of the term. Payment shall in the form of a check payable and tendered to the Somerset County Park Commission, Attention: Director Geoffrey Soriano, P.O. Box 5327, North Branch, NJ 08876. Any and all fees collected by the Licensor pursuant to this Agreement shall be used for operating, maintenance or capital expenses relating to Licensor's funded parkland or its recreation program as a whole. N.J.A.C. 7:36-25.13(e).

4. ADDITIONAL FEES

- A. All costs and expenses incurred by Licensee in order to comply with this License shall constitute "Additional Fees."
- B. Licensee shall pay, as Additional Fees, all tax assessments, if any, and/or other governmental levies and charges assessed by reason of Licensee's occupancy or conduct of business.
- C. Licensee shall pay, as Additional Fees, for all costs associated with the maintenance, use and repair of the Land during the Term of the Agreement.
- D. If Licensee causes any damage to the Land beyond normal wear and tear, Licensee shall be responsible to pay Licensor, as Additional Fees, necessary monies to make requisite repairs, which amount shall be determined by Licensor.
- E. All additional fees shall be due and payable with the next schedule Fee payment. Nonpayment of any Additional Fees shall give Licensor the same rights against Licensee as if Licensee failed to pay the Fee.

5. GENERAL PROVISIONS

- A. Licensee agrees to accept possession of the Licensed Premises in its "as-is" physical condition for the purposes of this License only, with no maintenance or improvements by Licensor during the term of this License.
- B. Licensee acknowledges and agrees that this Agreement is not intended to and does not create a landlord-tenant relationship between Licensor and Licensee. The Parties agree not to assert that any such relationship exists between them.
- C. Licensor shall not be responsible to maintain, repair or replace any structures, utilities, equipment or fixtures on the Land.

- D. Licensors shall not be responsible to Licensee for any damages caused by any reason, including vandalism, deer and wildlife activities, hunting, fire or any other natural elements, during the Term of the Agreement.
- E. Licensors shall not be responsible to Licensee for loss of any crops, equipment, and/or materials under any circumstances.

6. PERMITTED USE OF LAND

- A. Licensee shall have possession and use of the Licensed Premises for agricultural purposes only. Licensee shall not use the Licensed Premises for any other purpose. In addition, Licensee shall not use the Licensed Premises for any unlawful or hazardous purpose.
- B. Licensee shall not conduct the retail sale of crops, produce, fruit and related merchandise on the Licensed Premises.
- C. Licensee shall not allow the general public to enter the Land to harvest or "grow and pick your own." Additionally, Licensee shall not conduct activities that invite the general public onto the Licensed Premises for "agritourism" activities such as fall festivals, school tours, wagon rides, and the like).
- D. Licensee's use of the Licensed Premises shall, at all times, comply with all of the terms and conditions of this Agreement, the applicable requirements of N.J.A.C. 7:36-1.1 et seq. (Green Acres Program Rules), and any and all deed covenants and restrictions, if any, pertaining to the Licensed Premises.

7. AGRICULTURE AS INTERIM MEASURE; INTERRUPTION OF USE

In the event that the Licensors determine to utilize the property for other open space or park and recreation purposes, the Licensors have the absolute discretion to direct the Licensee to vacate the designated areas without any liability to the Licensee for the value of services performed. If this is done, the Licensors will allow Licensee a reasonable and sufficient period of time to adequately harvest any crops that have been planted on the Licensed Premises. In the event the Licensors establish active park facilities such as playgrounds and athletic fields, the Licensee shall maintain a twenty-five-foot (25') buffer between any areas identified by the Licensors as being associated with active recreational uses.

Licensors may interrupt, delay, or suspend, Licensee's use of the Land at any time if Licensors determine that such delay, suspension, or interruption of use is appropriate to protect the public health, safety and welfare on Licensed Premises. Reasons for Licensors taking such action shall include, but not be limited to, the occurrence of hazardous work conditions, emergency conditions, or any other reason where continuation of operations detrimentally impacts the health, safety, or welfare of persons on site, the public, or the Licensed Premises.

8. COVENANTS AND RESPONSIBILITIES OF LICENSEE

- A. Licensee will carefully preserve, protect, control, and guard the Licensed Premises from any waste or environmental violations.

- B. Licensee's use of the Licensed Premises shall not adversely impact any documented occurrence of a threatened, endangered, or rare species or the habitat of such species.
- C. Licensee agrees to cut no trees and will not make or allow any physical change in the natural conditions of the Land.
- D. Licensee shall not assign this license nor let or underlet the whole or any part of the Licensed Premises, nor sublet any rights, including hunting rights.
- E. Licensee shall not make any improvements, changes, or additions of any nature whatsoever to the Licensed Premises.
- F. Licensee shall not bring any fill dirt or soil of any nature onto the Licensed Premises.
- G. Licensee shall not locate any portable storage sheds or temporary structures on the Licensed Premises.
- H. Licensee shall only plant general field crops, vegetable crops, and forages customary to Somerset County. No other crops will be permitted unless approved by Licensor.
- I. Licensee shall actively farm the Land. Licensee shall not enroll the Land into any type of federal or state set aside program for the purpose of obtaining funds from said program as reimbursement for not farming or limited farming of the Licensed Premises or otherwise requiring the land to remain fallow (e.g., Payment-in-Kind or "PIK" program). Licensee shall be given the opportunity to "land bank" certain tracts, with the approval of Licensor. Such tracts shall be mowed a minimum of one (1) time during the year.
- J. Licensee may, at the end of each harvest season, disc under the past year's crop and plant an approved cover crop on all lands farmed. Such cover crop must be recognized and approved by the New Jersey State Agricultural Committee (SADC) or the United States National Resources Conservation Service (NRCS). Additionally, the cover crop must be planted at a minimum of 1-1/2 bushels per acre and be an established and actively grown crop before the end of the year.
- K. Licensee shall not maintain any livestock or animals on the Land.
- L. Licensee, upon request of Licensor, shall provide Licensor with an annual crop report or any additional information and documentation regarding Licensee's farming operation.
- M. Licensee shall not use any type of audible device such as crow cannon, propane guns, popguns, etc. in connection with Licensee's farming operation.
- N. Licensee shall safely and neatly store all equipment, farm machinery, and supplies related to the farming operation in areas and structures designated by Licensor. All equipment and supplies shall be removed from the Licensed Premises at the conclusion of the License.
- O. Licensee shall keep the premises free of general litter and debris and at its own expense, shall pick up and remove daily all litter and debris that is produced as a result of the farming operation.

- P. Licensee shall comply with any recycling program in effect.
- Q. Licensee shall not utilize on-site ponds and adjacent streams for irrigation unless and until Licensee shall have obtained the appropriate water usage permits from New Jersey Department of Environmental Protection (“NJDEP”) and copies of the permits are supplied to Licensors.
- R. Licensee shall not cut, remove, or otherwise harm any plant, tree, shrub or other natural or inherent condition of the Land. Licensee shall not plant any tree, shrub, or crop within twenty (20) feet of any building or structure.
- S. If Licensee discovers any historical artifacts on or in the Land, then Licensee shall give immediate written notice to Licensors of such discovery and shall surrender any such artifact to Licensors.
- T. Licensee shall maintain a ten (10) foot wide unplowed, unplanted, and mowed right-of-way along all lot lines of the Licensed Premises and along all bodies of water (rivers, ponds, etc.) located within the Licensed Premises for public access.
- U. Licensee shall appropriately post notice at the exterior boundaries of the Licensed Premises and at all roads, trails, and right-of-ways entering the Licensed Premises advising that hunting, fishing, trapping, or taking wildlife or any attempt to do so is prohibited (see N.J.S.A. 27:7-1, et. seq.). NOTE: Hunting may be permitted as set forth in this Agreement at Section 11. Such notice (signage) must not prohibit trespassing as the Licensed Premises are public lands. The signs shall be supplied to Licensee by Licensors.

9. AGRICULTURAL PRACTICES

- A. Licensee shall maintain and operate the Licensed Premises in accordance with and shall, at Licensee’s sole cost and expense, provide all such labor, materials, supplies, equipment and improvements necessary to maintain and operate the Licensed Premises in accordance with the Best Management Practices as determined by the State of New Jersey, Department of Agriculture, Rutgers Cooperative, County Agricultural Agent (“Agent”), as well as the United States Department of Agriculture Natural Resources Conservation Service and Farm Service Agency.
- B. Licensee shall manage the Licensed Premises in accordance with the New Jersey Forestry and Wetlands Best Practices Manual.

10. ACCESS BY LICENSOR

- A. Licensors or its duly authorized agents or representatives shall have access and the right to enter upon the Licensed Premises during all reasonable hours for the purpose of examining the same to ensure compliance with this Agreement or to make repairs and alterations for the safety and preservation thereof, and to perform patrol and maintenance duties provided, however, that Licensors’s right to enter upon said premises shall be subject to the exercise of ordinary care and caution in doing so and shall not interfere with the agricultural activities carried on by the Licensee. This clause shall not be construed to create an obligation upon Licensors to make any inspections or repairs. Licensors shall have the right to enter the Licensed Premises to perform any engineering, or other technical work, for

site evaluation, soil testing, water testing, or any other purpose. Licensor shall have the authority to establish rights of access for use by Somerset County personnel or emergency service vehicles and equipment.

- B. Licensee shall open, close and secure any gates or barriers upon entering and leaving the Licensed Premises, to prevent unauthorized vehicles from entering said premises. Licensee shall at no time block or obstruct gates or access to said premises to always assure access of emergency vehicles.
- C. Licensee shall have the nonexclusive right to use existing field roads for access to the Licensed Premises, but there shall be no duty or responsibility on the part of Licensor to keep the said roads open or to maintain or keep them in repair. Licensee shall not make any alterations to said roads.
- D. Licensee shall notify Licensor in advance before entering upon the premises between dusk and 5:00 a.m.

11. LICENSOR'S AUTHORITY TO GRANT PERMISSION TO OTHERS

Licensor has the authority to give special permission or license to any individual(s) regarding the use of the land (such as hunting). Such use shall be coordinated with Licensee.

12. ENVIRONMENTAL RESTRICTIONS AND OBLIGATIONS

- A. Should the New Jersey Department of Environmental Protection ("NJDEP") or any other agency responsible for overseeing environmental laws determine that, due to an accident or an act, a clean-up be undertaken because of any spill or discharge of hazardous substances or wastes at the demised premises, then Licensee shall, at Licensee's expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Licensee shall indemnify, defend and save Licensor harmless from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges for hazardous substances or wastes at the demised premises; and from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with Licensee's failure to provide all information, make all submissions and take all actions required under any environmental law. Licensee shall effectuate and complete full compliance with all applicable environmental laws to which Licensee is subject, including but not limited to any necessary clean-up, prior to the termination date of this License. Licensee shall commence its compliance with such laws in sufficient time prior to the termination date. Licensee's obligations under this paragraph shall survive the termination of this License.
- B. Pesticide applications shall only be made by licensed commercial pesticide applicators that shall (i) possess a NJDEP Pesticide Applicator Business License and (ii) provide a Certificate of Insurance indicating liability insurances including pollution liability as noted in the "Insurance Requirements" section of this Agreement. The Certificate of Insurance must be supplied prior to any pesticide application. Only chemicals approved by the County Agricultural Agent shall be applied. A record of the type and amount of all chemicals and fertilizers and dates of application shall be maintained by Licensee and submitted to Licensor at the end of each year. Misuse of pesticides or other chemicals will not be tolerated and will entitle Licensor to immediately terminate the License. This termination shall be without any liability for

compensation. All pesticide applications shall be done with ground type equipment. There shall be no aerial spraying of any kind.

- C. Fertilization practices must be in accordance with New Jersey Department of Environmental Protection and Natural Resources Conservation Service regulations and requirements. The use of granular fertilizers and lime are preferred.
- D. Licensee shall comply with all applicable federal, state, local and municipal laws, statutes, regulations, ordinances and Best Practices, which compliance shall include but is not limited to: the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Best Management Practices as determined by the State of New Jersey Department of Agriculture, Rutgers Cooperative Extension, County Agricultural Agent, the Agricultural Management Practices as determined by the New Jersey Agricultural Development Committee pursuant to the Right to Farm Act, N.J.S.A. 4:1C-1 et seq., the New Jersey Pesticide Control Code, N.J.A.C. 7:30-1.1 et seq. and the Federal Agricultural Stabilization and Federal Soil Conservation Service.

13. WILDLIFE DAMAGE

Where excessive wildlife damage is occurring and an undue hardship can be demonstrated by Licensee, relief may be granted, on an annual basis, by Licensor to allow the Licensee to hunt or trap. Relief may be granted only after Licensee submits written documentation from the County Agricultural Agent and the N.J. Division of Fish and Wildlife with recommendations and proposed methods of relief. Any hunting or trapping allowed by Licensor shall be in strict compliance with the N.J. Division of Fish and Wildlife laws. Where suitable, Licensor may license the hunting rights to areas with heavy wildlife damage.

14. INSURANCE REQUIREMENTS

- A. Licensee shall maintain, for the Term of this Agreement, Comprehensive General Liability Insurance with the minimum limits of Liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) Aggregate for Bodily Injury and Property Damage, together with Excess Coverage or Umbrella Coverage with the same terms and conditions as the Primary Underlying Coverage (following form) in an amount such that the Primary and Excess Coverage or Primary and Umbrella Coverage together equals or is greater than Five Million Dollars (\$5,000,000).* Said Excess or Umbrella Policy shall contain a clause stating that it takes effect (drops down) in the event the Primary Coverage is impaired or exhausted. *Note that depending on the degree of exposure or hazard associated with the work to be performed, excess limits may vary. The Coverage to be provided under this Policy shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Coverage Forms currently in use in the State of New Jersey, which shall not be circumscribed by an Endorsement limiting the breadth of Coverage.
- B. Licensee shall maintain, for the Term of this Agreement, Comprehensive Automobile Liability Insurance. The Policy shall cover Owned, Non-Owned, Hired Vehicles, with minimum limits of Liability in the amount of One Million Dollars (\$1,000,000) per occurrence, as a Combined Single Limit for Bodily Injury and Property Damage, together with Excess Coverage or Umbrella Coverage with the same terms and conditions as the Primary Underlying Coverage (following form) in an amount such that the Primary and Excess

Coverage or Primary and Umbrella Coverage together equals or is greater than Five Million Dollars (\$5,000,000).* Said Excess or Umbrella Policy shall contain a clause stating that it takes effect (drops down) in the event the Primary Coverage is impaired or exhausted. *Note that depending on the degree of exposure or hazard associated with the work to be performed, excess limits may vary.

- C. Licensee shall maintain, if there are employees, for the Term of this Agreement, Workers' Compensation and Employer's Liability Insurance. Such insurance shall be provided in accordance with the requirements of the laws of this State and shall include all State Endorsements to extend Coverage to any State, which may be interpreted to have legal jurisdiction. Employer's Liability Insurance shall be provided with the following minimum limits:
- One Million Dollars (\$1,000,000) each accident
 - One Million Dollars (\$1,000,000) disease each employee
 - One Million Dollars (\$1,000,000) disease aggregate limit

Additionally, an Umbrella or Excess Policy as required in Parts A. and/or B. above, shall be written to include Coverage over the Workers' Compensation and Employer's Liability Policy as well.

- D. Claims Waived: Licensee waives any and all claims for compensation for any and all loss or damage including but not limited to loss of patronage sustained by reason of any deficit, deficiency, vandalism, or impairment of the water supply, sewer system, drainage system, electric service, or other mechanical apparatus, or failure of Licensor to remove snow, or sand, the ice on the roads, or for any loss sustained resulting from fire, water, wind, civil commotion, or because of labor difficulty or for any repairs performed by Licensee's personnel or contracted for by Licensee; and Licensee expressly waives all right, claims and demands, and forever releases and discharges Licensor and its officers and agents, from any and all demands, claims, actions and cause for action arising from any of the causes aforesaid.
- E. Inoperable Facilities: In the event any or all the facilities operated hereunder shall be rendered partially or totally inoperable by fire, water, strike or other disaster, or a cause beyond the control of Licensee, then Licensee shall give immediate notice thereof to Licensor. It is expressly understood by the Parties that it will be entirely within the discretion of Licensor whether or not to restore any facility rendered partially or totally inoperable by fire or other disaster.
- F. Certificates of Insurance for the above required policies, listing the County of Somerset, the Somerset County Park Commission, and the New Jersey Department of Environmental Protection and their Members, Elected Officials & Appointed Officials, Officers, Agents, Employees and Volunteers as Additional Insureds, shall be submitted to Licensor. All required insurance coverage shall be maintained only with carriers that are approved and authorized to underwrite insurance policies in the State of New Jersey by the New Jersey Commissioner of Insurance. The policies shall be kept current during the entire Term of the License. The required Certificates of Insurance identifying Additional Insureds must be provided before Licensee enters upon the Licensed Premises.

15. INDEMNIFICATION

- A. Licensee, and Licensee's agents, employees, invitees, contractors, executors, administrators, successors and assigns agree to defend, protect, indemnify and to hold harmless Licensor, its officers, agents, employees, successors and agents against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, lawsuits, claims of any kind including but not limited to claims for personal injury or property damage, risks and liabilities, breach of contract, with any third party including but not limited to an insurer, any violation of any federal, state, local or municipal law or ordinance, environmental or otherwise, demands or judgments of any nature arising out of Licensee's use and occupancy of the Land. The New Jersey Department of Environmental Protection shall be indemnified such that it receives the same protections and coverage as the Licensor under this License Agreement.
- B. Licensee shall, as soon as practicable after a claim has been made against Licensee, give written notice thereof to Licensor, along with full and complete particulars of the claim, including every demand, complaint, notice, summons, pleading, or other document received by Licensee or Licensee's representative.
- C. It is expressly agreed and understood that any approval by Licensor of the work or activity by Licensee in connection with this Agreement shall not operate to limit the obligations of Licensee assumed pursuant to this indemnification provision.
- D. Licensee's liability under this provision shall continue after the termination or expiration of this Agreement with respect to any liability, loss, expense or damage.
- E. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this License.

16. REPORT OF PERSONAL INJURY OR PROPERTY DAMAGE

Licensee shall immediately report to Licensor any personal injury or property damage alleged to have occurred on the Land. Licensee shall cooperate with Licensor with respect to completing witness statements, accident reports or any further investigation as determined by Licensor.

17. DEFAULT

The following shall constitute events of default under this Agreement:

- A. Licensee's abandonment of the Licensed Premises or Licensee's failure to use the Licensed Premises or any part thereof for a growing season without first obtaining Licensor's written approval.
- B. Licensee's failure to comply with any covenant, responsibility, obligation, restriction, or requirement set forth in this Agreement.

18. LICENSOR'S REMEDIES UPON LICENSEE'S DEFAULT

- A. If Licensee fails to timely pay the Annual Fee or any Additional Fee under the terms of this

Agreement, then Licensor may, at its sole discretion, grant Licensee 30 (thirty) additional days to pay the overdue Annual Fee or Additional Fee, which 30-day extension must be confirmed in writing to be effective. If Licensee fails to pay the Annual Fee or Additional Fees under those revised terms, then this Agreement shall terminate, and Licensee shall vacate the Land immediately and forfeit any rights to planted crops.

B. For reasons other than violating the terms and conditions of this Agreement, Licensor may terminate the License at any time by giving sixty (60) days written notice of intent to terminate and specify the reason. Upon such termination, on day sixty (60) Licensee shall yield immediate possession to Licensor. Licensor shall become owner of all growing crops remaining on the Land on the date of termination with no obligation to pay Licensee the reasonable value thereof.

19. NOTICE

The Parties agree that all communication in connection with or as required under this Agreement, including approvals and notices, shall be forwarded by Electronic Mail with Receipt Confirmation or by Certified Mail, Return Receipt Requested, and addressed as follows:

TO LICENSOR: Somerset County Park Commission
Attention: Geoffrey Soriano, Secretary-Director
P.O. Box 5327
North Branch, New Jersey 08876

TO LICENSEE: _____
[Licensee Name]

[Licensee Email Address]

[Licensee Address]

Either Licensor or Licensee may at any time change such address by mailing to the address above, a notice of change at least ten (10) days prior to such change.

20. AMENDMENTS

The Parties agree that this Agreement may be amended, supplemented, changed, modified or altered only upon mutual agreement of the Parties in writing, signed by both Parties and approved, in writing, by the New Jersey Department of Environmental Protection.

21. SUPERSEDES

This License supersedes and cancels all previous licenses covering the Land.

22. HEADINGS

The paragraph and subparagraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. AMBIGUITIES

In the event of any discrepancies, inconsistencies or ambiguities between this document and the specifications which form part and parcel of the bid documents, the terms of this Agreement shall control.

24. CHOICE OF LAW

This Agreement is governed by and is interpreted under the laws of the State of New Jersey.

25. VENUE

The Parties maintain their rights at law and in equity. Any claim to enforce this Agreement shall be brought in the Superior Court of New Jersey, Somerset County.

26. ENTIRE AGREEMENT

The Parties agree that this Agreement, including any Exhibits referenced herein, represents the entire agreement between the Parties; all negotiations, oral agreements and understandings are merged herein.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day and year first above written.

LICENSOR:

SOMERSET COUNTY PARK COMMISSION

By: _____

Print Name/Title: _____

Date: _____

LICENSEE:

Print Name/Title: _____

Dated: _____

ATTEST:

Date: _____

WITNESS/ATTEST:

Date: _____

**SOMERSET COUNTY PARK COMMISSION
 BID DOCUMENT CHECKLIST**

Required With Bid		Read, Signed & Submitted Bidder's Initial
A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS <u>MANDATORY</u> CAUSE FOR REJECTION OF BID		
<input checked="" type="checkbox"/>	Ownership Disclosure Form	_____
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	_____
<input checked="" type="checkbox"/>	Proposal Cost Form and / Signature Page	_____
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	_____
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	_____

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

**SOMERSET COUNTY PARK COMMISSION
BID PROPOSAL FORM/SIGNATURE PAGE**

TO THE SOMERSET COUNTY PARK COMMISSION:

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

Area	Property	Minimum 1 Year Bid Amount	One Year	Total Five Years
1	BIEAU PARCEL	\$300.00	\$_____	\$_____

The undersigned is a _____ (Corporation)
 _____ (Partnership) under the laws of the State of _____ having its
 _____ (Individual)

Principal office at _____

 Company

 Federal I.D. # or Social Security #

 Address

 Signature of Authorized Agent

 Type or Print Name

 Title of Authorized Agent

 Date

 Telephone Number

 Email Address



Somerset County Park Commission

PO Box 3000 – 20 Grove Street
 COUNTY ADMINISTRATION BUILDING
 Somerville, NJ 08876-1262
 PHONE: (908) 231-7043 FAX: (908) 575-3917



OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

PART 1

**PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
 ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
 COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2**

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
 IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2–4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you answer to Question 3 is " YES ", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the Vendor {Bidder} incorporated as a not-for-profit organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO THIS QUESTION IS "YES", EXECUTE THE CERTIFICATION SECTION.
 IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW. | | |

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2–4 ANSWERED AS "YES".

If you answered "**YES**" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

ENTITY NAME	_____		
PARTNER NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

<u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u>	<u>PAGE #</u>

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Somerset, NJ is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County to notify the County in writing of any changes to the information contained herein; 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County, permitting the County to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN

**SOMERSET COUNTY PARK COMMISSION, NEW JERSEY
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of _____

County of _____

I, _____ residing in _____
(Name of Affiant) (Name of Municipality)

in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the Company of _____
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____,
(Contract #)
and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered project; and that
all statements contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the Park Commission relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract. I further warrant that no person
or selling agency has been employed or retained to solicit or secure such contract upon an agreement
or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees
or bona fide established commercial or selling agencies maintained by _____.
(Name of Firm/Company)

(Signature of Affiant)

(Type of Print Name of Affiant)

SOMERSET COUNTY PARK COMMISSION

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 5121 01 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.

SOMERSET COUNTY PARK COMMISSION

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID/RFP/Solicitation Number: _____ **Bidder/Offeror:** _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder’s proposal non-responsive. If the Director finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and 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.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Somerset County Park Commission is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Somerset County Park Commission to notify the Park Commission 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, and 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 Somerset County Park Commission, Somerset County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

SOMERSET COUNTY PARK COMMISSION
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED