

SOMERSET COUNTY PARK COMMISSION



PURCHASING DIVISION
KAREN L. MCGEE, RPPO, QPA
Purchasing Agent

PO BOX 3000 – 20 GROVE STREET
SOMERSET COUNTY ADMINISTRATION BUILDING
SOMERVILLE, NJ 08876 - 1262

PHONE: (908) 231-7053
Fax: (908) 575-3917

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent for the Somerset County Park Commission on **November 1, 2017** at **2:00pm** 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:

RE-BID OF LICENSING OF FARMING RIGHTS TO TWO (2) PARCELS FROM ORIGINAL TWELVE (12) PARCELS OF FARMLAND IN SOMERSET COUNTY, NJ Contract #: PCC-0018-17R

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 Karen L. McGee, Purchasing Agent, at the address above.

Any Bid Addenda will be issued on the website. Therefore, 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.

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/notice.html.

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

Karen L. McGee, 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.**
 - (4) We are storing all responses electronically; therefore submit all pages of the response on a CD or USB flash drive in addition to the printed copies. Bidders name to be identified on either the CD or USB flash drive being submitted.
- 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. BID SECURITY

The following provisions, *if indicated by an (X)*, shall be applicable to this bid and be made a part of the bidding documents:

A. **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Somerset County Park Commission.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Somerset County Park Commission.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the Somerset County Park Commission stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A11-22.

Failure to submit this shall be cause for rejection of the bid.

C. **PERFORMANCE BOND**

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring contract null and void pursuant to N.J.S.A. 40A:11-22.

D. **LABOR AND MATERIAL (PAYMENT) BOND**

The successful bidder shall with the delivery for the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. **MAINTENANCE BOND**

Upon acceptance of the work by the Somerset County Park Commission, the contractor shall submit a maintenance bond (N.J.S.A. 40A:1-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of:

- 1 Year
- 2 Years

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. ***Estimated Quantities*** (Open-Ended Contracts, Purchase as Needed) The Somerset County Park Commission has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. ***NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.***

E. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net including any charges for packing, crating, containers etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Somerset County Park Commission. As specified, placement may require inside deliveries. No additional charges shall be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

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. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Somerset County Park Commission locations. No price escalation. The vendor shall void the contract and permit the Somerset County Park Commission to solicit open market pricing should any price increase or surcharge be imposed.

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. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

A. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and explained by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature **will not** suffice in explaining exceptions to these

specifications. In the absence of any exceptions by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- C. It is the responsibility of the bidder to demonstrate the equivalency of goods and services offered. The County reserves the right to evaluate equivalency of a product which, in its deliberations, meets its requirements.
- D. In submitting its bid, the bidder certifies that the goods or services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. Wherever practical and economical to the Somerset County Park Commission, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

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 lowest 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 lowest 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 lowest responsible bidder.
- F. The effective period of this contract will be two years unless otherwise noted in the specifications. Continuation of the terms of this 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 this contract.

- G. The form of contract shall be submitted by the Somerset County Park Commission to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Somerset County Park Commission; material exceptions shall not be approved.
- 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. NEW JERSEY PREVAILING WAGE ACT (When Applicable) N.J.S.A. 34:11-56.25 et seq.

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html.

10. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - N.J.S.A. 34:11-56.48 et seq.

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

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. STATEMENT OF CORPORATE OWNERSHIP - N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, there is submitted to the Somerset County Park Commission a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership. Limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

17. INSURANCE AND INDEMNIFICATION

The successful bidder shall provide and maintain insurance coverage to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.

A. Insurance Requirements

Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in full force during the life of this contract by the bidder covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:35-1.6. Minimum Employer's Liability \$1,000,000.00

General Liability Insurance

This insurance shall have limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$3,000,000.00 any one person and \$3,000,000.00 any one accident for bodily injury and \$3,000,000.00 each accident for property damage, shall be maintained in full force during the life of this contract by the bidder.

B. Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

C. Indemnification

The Contractor agrees to indemnify and save harmless the Somerset County Park Commission, its officers, agents and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or missions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

Somerset County Parks Commission will not accept Mutual Limitation of Liability terms.

18. PAYMENT

Payment will be made 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.

19. 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 sixty (60) 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 by notice to the parties.

20. 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.

21. ADDITIONS/DELETIONS OF SERVICE

The Somerset County Park Commission reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

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

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

24. 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.

25. 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.

26. 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.

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

Each bidder (contractor) is required to submit proof of business registration prior to award of the contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC).

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

1. The contractor shall obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
2. The contractor shall maintain and submit to the contracting agency a list of subcontractor's and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods and services rendered under the contract.
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must 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. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into the State.

Failure to submit the BRC with the bid is NOT a cause for rejection. However, the Somerset County Park Commissions prefers the BRC be submitted with the bid response. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 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.

A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

28. 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.

29. 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 Park 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 Somerset County Park Commission to pay additional fees.

30. 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

31. 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.

32. 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.

33. 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.

34. 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.

35. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

SPECIFICATIONS

1. SCOPE:

AREA #1 The licensing of approximately (14) acres of farmland known as the DANIEL'S PARCEL (lot 14.01 in Block 174) in Hillsborough Township, Somerset County, NJ.

AREA #6 The licensing of approximately (40) acres of farmland known as the KANACH PARCEL-RIVER (lot 24 in Block 3) in Hillsborough Township, Somerset County, NJ.

2. LOCATION: The premises to be licensed are described on the maps attached hereto.

3. For the purpose of this specification, the Commissioners of the Somerset County Park Commission will be designated as the Licensor or County, and the bidder will be designated as the Licensee.

4. TERM: The term of the License for the area shall be for a period of five (5) years commencing on January 1, 2018 through December 31, 2022. License payments shall be made in yearly installments payable in advance. Payments shall be made in the form of a check payable and tendered to the Somerset County Park Commission, P.O. Box 5327, North Branch, NJ 08876.

5. METHOD OF AWARD: For the purpose of this bid the Park Commission is asking for a Lump Sum Bid per year for the five (5) year period. A License will be awarded to the responsible bidder with the highest lump sum bid per year for the area.

Acreage is an approximation. It is the responsibility of the bidder to determine exact acreage if he/she feels it necessary to do so. The bid shall be based on a flat fee basis for the licensing of all fields at each area (not on a per acre basis).

6. The Licensee shall use this property solely for conducting a farming operation as provided for in this specification. No other type of operation or usage shall be permitted. The Licensee agrees that the premises shall not be used for any unlawful purposes, nor will the Licensee permit any waste to occur. The Licensee will carefully preserve, protect, control and guard the premises from any environmental violations. Failure to comply with these requirements may be grounds for termination of the License.

7. Arrangements to view the property can be made by contacting Daniel Livak, Deputy Director/Business Administrator at (908) 722-1200 ext. 228.

8. Licensee agrees to cut no trees, and will not make or allow any physical change in the natural conditions of the property without first receiving written consent of the Licensor.

9. Licensee shall not assign this license nor let or underlet the whole or any part of the premises, nor sublet any rights, including hunting rights.

10. The Licensee shall pay all tax assessments, and/or other governmental levies and charges assessed by reason of their occupancy or business conducted by them.

11. INSURANCE REQUIREMENTS: The bidders shall procure and maintain:

A. Workmen's Compensation and Employer's Liability Insurance shall be maintained, in force during the times that the employee is engaged in performance of this contract in accordance with the laws of the State of New Jersey with limits of not less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 occupational disease per employee with an aggregate limit of \$1,000,000 occupational disease.

B. General Liability, Pollution Liability and Product Liability Insurance with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000

aggregate for property damage and \$1,000,000 for any one spill of any hazardous substance or material which would necessitate a clean-up or clean-up costs in accordance with N.J.S.A. 13:1K-6 et. seq., shall be maintained in force during the life of this Contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also know as Contingent Liability Insurance) with the same limits. In the event more than one insured is named in the policy, a cross-liability endorsement shall be included which provides that the employees of each of the named insured are not excluded under the policy as respect to claims that are made against other named insured.

- C. Automobile Liability Insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this Contract by the bidder.
- D. Claims Waived: The 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 the County 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 the Licensee's personnel or contracted for by the Licensee; and the Licensee expressly waives all right, claims and demands, and forever releases and discharges the County and it's 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 of the facilities operated hereunder shall be rendered partially or totally inoperable by fire, strike or other disaster, or a cause beyond the control of the Licensee, the Licensee shall give immediate notice thereof to the Licensor. It is expressly understood by the parties of the Agreement that will be entirely within the discretion of the Licensor whether or not to restore any facility rendered partially or totally inoperable by fire or other disaster.
- F. Hold Harmless: Licensee also agrees to and shall defend, hold harmless and indemnify the County from and for any and all claims and liability losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Licensee or the Licensee agents, employees, guests, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the premises by the Licensee and the conduct of the Licensee's business. This covenant shall include the provision of a defense in all phases of the claims or judicial process.
- G. Special Note: The County of Somerset, the Somerset County Park Commission, and the New Jersey Department of Environmental Protection shall be named as additional insureds on all policies set forth above, except Workmen's Compensation.
- H. Certificates of Insurance of the required insurance as listed above shall be submitted to the Somerset County Park Commission. Such coverage shall be with acceptable insurance companies only. All current policies shall be kept current during the entire length of the license. Certificates must be provided before Licensee enters upon said premises.

- 12. ENVIRONMENTAL:
Should the N.J.D.E.P or any other agency responsible for overseeing environmental laws determine that due to an accident or an act, that a clean-up be undertaken because of any spill or discharge of hazardous substances or wastes at the demised premises then Licensee shall, at their expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Licensee shall indemnify, defend and save the County of Somerset 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 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 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.

13. Pesticides shall be applied only under the supervision and control of a person holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License. This registration number and related categories, if held by the Licensee, must be supplied to the Licensors prior to the Effective Date of this license. Only chemicals approved by the County Agricultural Agent and/or included in the Farm Plan as a Best Management Practice shall be applied. A record of the type and amount of all chemicals and fertilizers and dates of application shall be maintained by the Licensee and submitted to the Park Commission at the end of each year. Misuse of pesticides or other chemicals will not be tolerated and will entitle Licensors to immediately terminate the license. This termination shall be without any liability for compensation as set forth in Article 30 of these specifications. Pesticide applications may be made by licensed commercial pesticide applicators who shall provide a certificate of insurance indicating liability insurances including pollution liability as noted in section 11.
14. All pesticide applications shall be done with ground type equipment. There shall be no aerial spraying of any kind.
15. The use of any type of audible device such as crow cannons, propane gun, popguns, etc. shall be prohibited.
16. Where excessive wildlife damage is occurring and an undue hardship can be demonstrated by the Licensee, relief may be granted by the Park Commission to allow the Licensee to hunt or trap. Relief may be granted only after the 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 the Park Commission shall be in strict compliance with the N.J. Division of Fish and Wildlife laws. Where suitable, the Park Commission may license the hunting rights to areas with heavy wildlife damage.
17. The Licensors shall not be responsible for loss of any crops, equipment, and/or materials under any circumstances.
18. The Licensors 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 the Licensee.
19. The safe and neat storage of all equipment and supplies related to the farming operation shall be confined to areas designated by the Licensors. All equipment and supplies shall be removed from the property at the conclusion of the license. The Park Commission shall designate structures for storage of farm machinery, equipment, and supplies.
20. The 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.
21. All irrigation from on site ponds and adjacent streams shall be prohibited until the Licensee shall have obtained the appropriate water usage permits from N.J.D.E.P. and submitted a copy of the permit to the Licensors.
22. The County or its duly authorized agents or representatives shall have access and the right to enter upon the Premises during all reasonable hours for the purpose of examining the same to insure 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 County'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 business carried on by the Licensee. This clause shall not be construed to create an obligation upon the County to make any inspections or repairs. The County shall have the right to enter the property to perform any engineering, or other technical work, for site evaluation, soil testing, water testing, or any other purpose. The County shall have the authority to establish rights of access for use by County or emergency service vehicles and equipment.

Licensee shall open, close and secure any gates or barriers upon entering and leaving premises, to prevent unauthorized vehicles from entering property. Licensee shall at no time block or obstruct gates or access to property to assure access of emergency vehicles at all times. The Licensee shall be responsible for providing a ten foot (10') unplowed and unplanted right-of-way around the perimeter of designated fields for access by Licensor to perform maintenance, patrol duties, and site evaluation.

The 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 the Licensor to keep the said roads open or to maintain or keep them in repair. Any all alterations to be made to the said roads by the Licensee must first be approved by the Licensor.

The Licensee shall notify the Licensor in advance before entering upon the premises between dusk and 5:00 a.m.

23. The Licensee may not make any changes or additions of any nature whatsoever to the premises, without the written consent of the County. All changes made with the consent of the County shall become the property of the County upon expiration of this Agreement.
24. Portable storage sheds or temporary structures may not be located on the premises unless approved by Licensor.
25. Throughout the term of the License Agreement, Licensee agrees to take good care of the premises and maintain same. Licensee shall at their sole cost and expense make all repairs and perform all maintenance and land management practices (i.e. drainage, placing culverts, etc.) as is required to maintain this condition. If the Licensee fails to comply with this provision, the County at its option may make the repairs and the Licensee shall be required to pay the costs of same within fifteen (15) days of notification by the County.
26. The Licensee agrees by method of covenant to quit and surrender the premises at the expiration of the license. The Licensee may be required at the end of the license to take soil samples and have them analyzed; and to amend the soil as recommended to leave the ph within the range of 5.0 - 7.0 at the time a cover crop is planted. Wear from reasonable use, thereof, and damages by the elements shall be excepted.
27. The following shall constitute events of default under this agreement:
 - a. Abandonment, vacation or desertion of the premises or the business at the premises for a period of more than thirty (30) days, except that the winter closing of the operation shall not constitute a default.
 - b. Assignment, subletting, or transfer of the premises or the business to a third person other than the Licensee named in the License.
 - c. Failure to comply with any provisions of this Agreement.
28. Upon default and after the notices hereinafter provided, the County at its option and in its sole discretion, may exercises any rights and remedies available to it under law and may enter onto the premises and retake same, terminating any interest of the Licensee. In the event of default, Licensee liability shall include attorneys' fees incurred by the County Of Somerset.
29. The Licensee should realize that he/she may not be the highest bidder the next time the license

goes up for bid, and therefore, no additional perennial plants shall be planted.

30. For reasons other than violating the terms and conditions of this contract, the Licensor may terminate the License at any time by giving ninety (90) days written notice of intent to terminate. Upon such termination, the Licensee shall yield immediate possession to Licensor. Licensor shall become owner of all growing crops remaining on the premises on the date of termination and may be obliged to pay the Licensee the reasonable value thereof, hay fields being excepted. In cases of termination, the fee shall be pro-rated from the date of the License until said termination. The County Agriculture Agent shall be designated as the arbitrator and make any determination as to the value of planted crops.
31. The Licensee shall only plant soybeans, corn, grain (oats, wheat, barley, rye), sod, sunflowers, and hay. No other crops will be permitted unless approved by the Licensor. Failure to comply with this requirement may be grounds for termination of the License. The Licensee shall not allow the general public to enter the property to harvest or "pick your own", nor shall the Licensee allow any on-premises retail sales of any product or service.
32. All land licensed shall be actively farmed. Licensed land may not be put into any type of PIK program, set-aside program, or any other type of program that pays the Licensee not to farm. The Licensee shall be given the opportunity to "land bank" certain tracts, with the approval of the Licensor. Such tracts shall be mowed a minimum of (1) time during the year.
33. The 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, unless specifically noted in the S.C.S. Farm Plan. Such cover crop shall be the type meeting current and acceptable agricultural practices, and be planted at a minimum of 1-1/2 bushels per acre, and to be an established and actively grown crop before the end of the year.
34. Livestock/Animals may be permitted on all areas, except the Natirar Parcel, with the approval of the Licensor.
35. Fertilization practices must be approved by the Licensor in consultation with the Soil Conservation Service. The use of granular fertilizers and lime are preferred.
36. The Farm Plan developed by the Soil Conservation Service and approved by the Licensor, and the Best Management Practices therein, shall supersede any clause pertaining to 'how to farm'.
37. The minimum bid per year is:

AREA #1 (DANIEL'S PARCEL) ---\$90.00
AREA #6 (KANACH PARCEL-RIVER) ---\$100.00

Please note: No row crops are permitted on the Carrier Parcel; only hay and/or native grasses.

Please note: The use of the property must comply with the New Jersey Department of Environmental Protection Open Space Regulations and any and all licenses are subject to the approval of the NJDEP.

Bidding Note: Please do not return the entire bid packet, maps, or a filled-in Farm License Agreement. Return signed originals along with one photocopy of each of the following documents:

1. Bid Document Checklist
2. Bid Proposal Form/Signature Page
3. Stockholder Disclosure Certification Form
4. Non-Collusion Affidavit (Must be notarized)
5. Acknowledgement of Receipt of Addenda Form (if there were any)

The Purchasing Department will retain the originals and the copies will be forwarded to the Park Commission.

Place these pages in an envelope marked as indicated in the General Instructions and deliver to the Purchasing Department at the County Administration Building before the time of the official bid opening. Do not bring the bids to the Park Commission Headquarters.

EXHIBIT A

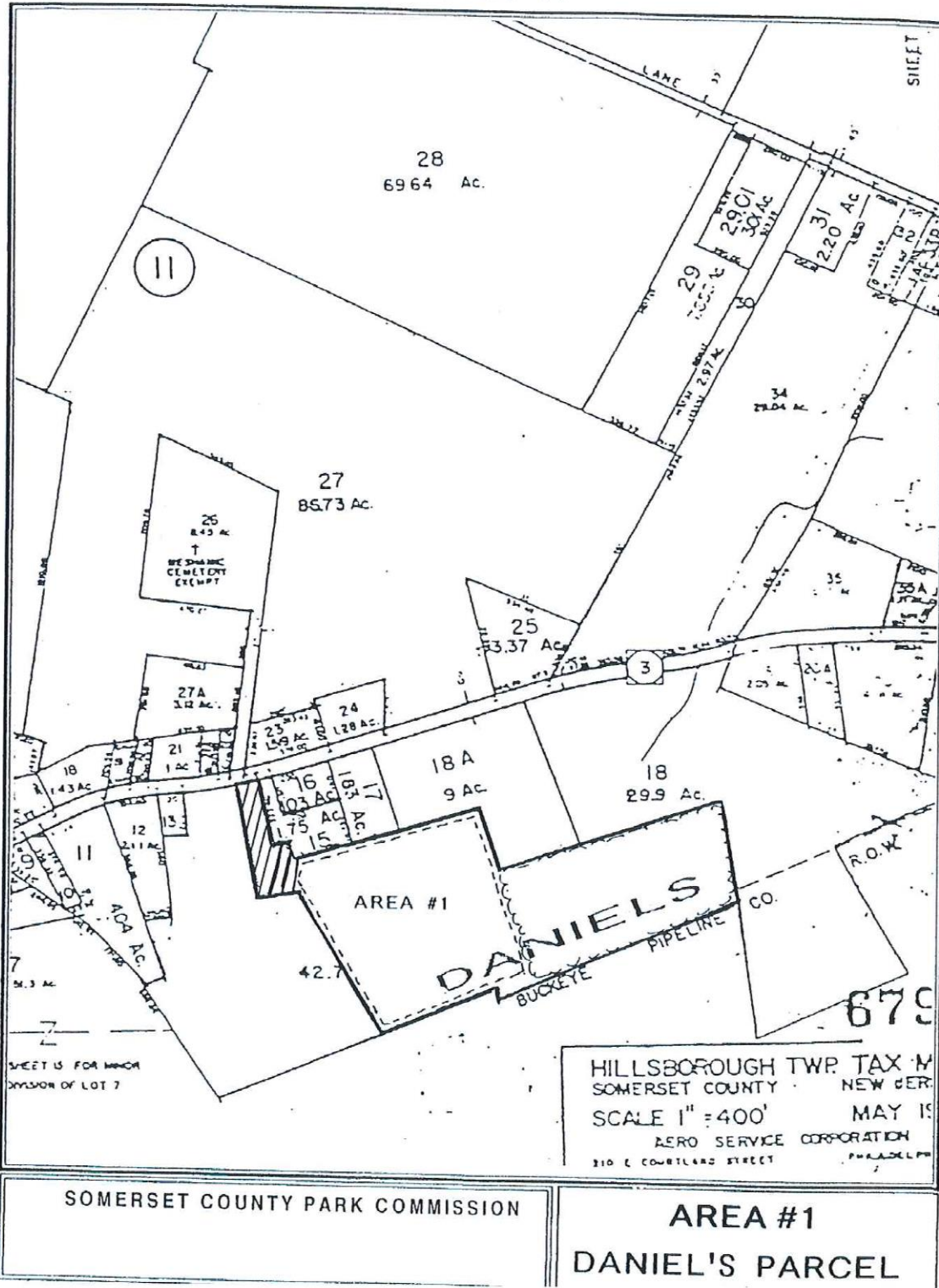
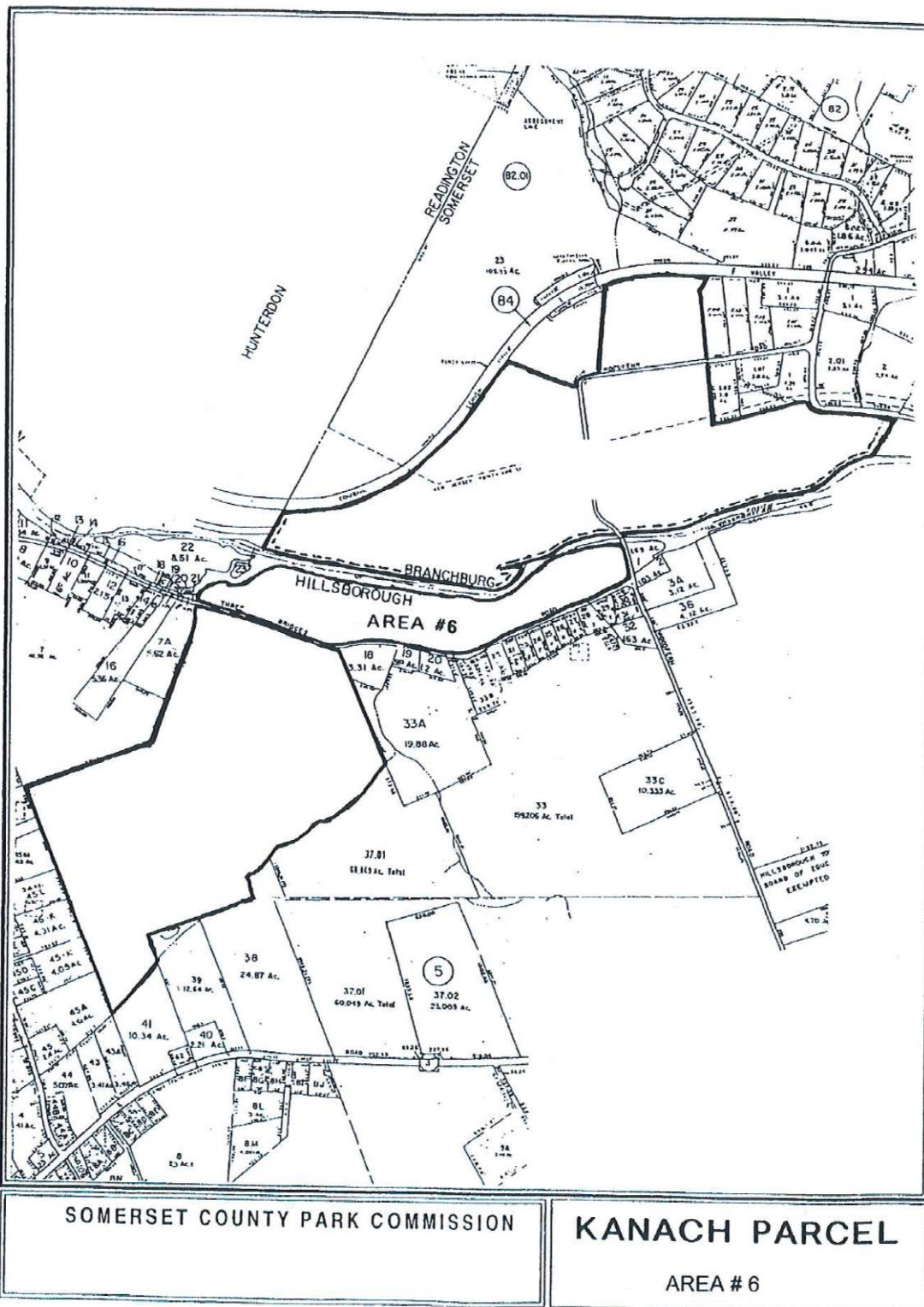


EXHIBIT A



**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 MANDATORY CAUSE FOR
REJECTION OF BID**

- | | | |
|-------------------------------------|---|-------|
| <input checked="" type="checkbox"/> | Stockholder Disclosure Certification | _____ |
| <input checked="" type="checkbox"/> | Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued) | _____ |
| <input checked="" type="checkbox"/> | Non-Collusion Affidavit | _____ |
| <input checked="" type="checkbox"/> | Proposal Cost Form and Signature Page | _____ |

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	Description	ONE YEAR	TOTAL FIVE YEARS
1	DANIEL'S PARCEL	\$ _____	\$ _____
6	KANACH PARCEL	\$ _____	\$ _____

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

 Fax Number

SOMERSET COUNTY PARK COMMISSION
OWNERSHIP STATEMENT - STOCKHOLDER DISCLOSURE FORM

LEGAL NAME OF BIDDER: _____

Check the box that represents the type of business organization:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other, Please List _____ | |

List the names and addresses of all stockholders who own ten (10%) percent or more of the above company's stock, and if there are **NO STOCKHOLDERS OF 10% OR MORE, simply check the second box below**. If one or more such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, must also be listed.

The disclosure shall be continued until names and addresses of every person who is a non-corporate stockholder, or individual partner, exceeding the 10% ownership criteria established in this act, has been listed, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

BIDDERS/RESPONDENTS MUST CHECK THE APPROPRIATE BOX:

- I certify that the **list below** contains the names and addresses of all **stockholders holding 10% or more** of the issued and outstanding stock of the undersigned.
- I certify that **no one stockholder** owns 10% or more of the issued and outstanding stock of the undersigned.

Publicly Traded - For publicly traded entities to comply with N.J.S.A. 52:25-24.2 they 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

Submit here 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:

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

Stockholder Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

(Respondent/Respondent Authorized Signature)

(Date)

(Print name of authorized signatory)

(Title)

**SOMERSET COUNTY PARK COMMISSION
NON-COLLUSION AFFIDAVIT**

State of _____
County of _____

ss:

I, _____ of the City of _____
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 firm of _____
(Title or position) (Name of firm)

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

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

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

Subscribed and sworn to

Before me this _____ day

Of _____, _____.

Signature

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____.

EXHIBIT A
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 Somerset County Park Commission and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Somerset County Park Commission files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Somerset County Park 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 Somerset County Park 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 photo static 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 Somerset County Park 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 photo static copy of such approval.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A
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
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at ww.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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**

VOID



State Treasurer

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 11 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

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

PREFER SUBMITTED WITH BID RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TRADE NAME: CLIENT REGISTRATION


TAXPAYER IDENTIFICATION#: 970-097-382/500
SEQUENCE NUMBER: 0107330

ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
ISSUANCE DATE: 07/14/04

EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

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 Somerset County 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 County to notify the County 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 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

FARM LICENSE AGREEMENT

THIS FARM LICENSE AGREEMENT ("License" or "Agreement"), is made on the _____ Day of _____, 2017 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" and both referred to as the "Parties").

1. Property

This Agreement pertains to the land parcel ("Land") as identified in the License Map contained in Exhibit A to this Agreement and is subject to any limitations or restrictions as indicated in Exhibit A. The Land is known as Lot _____ in Block _____ located in the Township of _____, County of Somerset and State of New Jersey, and shall be used as Open Space and Park Land in accordance with N.J.S.A. 40:12-16.

2. Term and Termination

- a. The Agreement Term ("Term" or "Agreement Term") shall begin on the date ("Effective Date") that all three occurrences have transpired: (a) This Agreement has been signed by both Parties; (b) Licensor has approved the certificates of insurance as required under this Agreement; and (c) Licensor has received the Annual Fee payment as required under this Agreement. The Agreement Term shall end at the close of business on December 31, _____.
- b. The Term shall be for five (5) years, beginning on January 1, _____ through December 31, _____. If the Effective Date is after January 1, _____, then the first Annual Fee shall be prorated accordingly.
- c. Licensor may terminate this Agreement, for any reason or no reason at all, at its sole discretion, with thirty (30) days written notice to Licensee. In this event Licensee shall vacate the Land no later than Day 30 following written notice to Licensee. Licensee forfeits any rights to planted crops.
- d. If Licensee fails to pay the Annual 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, which 30 day extension will be confirmed in writing. If Licensee fails to pay the Annual Fee under these terms, then this Agreement shall terminate and Licensee shall vacate the Land immediately and forfeits any rights to planted crops.

3. Annual Fee

Licensee shall pay, by cash or by check, made payable to the Somerset County Park Commission, _____ Dollars (\$) in accordance with the following Fee Schedule. If the first Annual Fee has been prorated, then the first prorated Fee amount of _____ Dollars (\$) shall be paid on or by the due date.

Fee Schedule:

- \$ _____ on January 1, _____ ;
- \$ _____ on January 1, _____ ;
- \$ _____ on January 1, _____ ;
- \$ _____ on January 1, _____ ;
- \$ _____ on January 1, _____ .

4. Additional Fees, Maintenance and Repairs

- a. Licensee shall pay for all costs associated with the maintenance, use and repair of the Land during the Agreement Term.
- b. Licensor shall not be responsible to maintain, repair or replace any structures, utilities, equipment or fixtures on the Land.
- c. If Licensee causes any damage to the Land beyond normal wear and tear, then Licensee shall be responsible to pay Licensor an additional fee to make the requisite repairs which fee shall be determined by Licensor.
- d. Licensor shall not be responsible to Licensee for any damages caused for any reason, including by vandalism, deer and wildlife activities, hunting, fire or any other natural elements, during the Agreement Term.

5. Use of Land

Licensee shall use the Land for agricultural purposes only and in conformance with the Farm Plan as stated in Section 14 of this Agreement. Any food harvested from the Land may be either for personal use and enjoyment by the Licensee or to sell for profit.

6. Abandonment or Failure to Use

Licensee shall not abandon or fail to use the Land for its intended purpose so long as this Agreement is in force. A determination of abandonment or failure to use is at the sole discretion of Licensor.

7. Misuse of Land

Licensee shall not engage in the retail selling of any food harvested from the Land on the actual premises, including soliciting the public to "pick your own" on the Land. Licensee shall not allow the public to use the Land for any purpose. 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.

8. Land delivered in "as is" condition

Licensor shall not be responsible to make any improvements or repairs on the Land either prior to or during the Agreement Term. Licensee shall take occupancy of the Land with it in "as is" condition.

9. No Landlord-Tenant

This Agreement does not create a landlord-tenant relationship between the Parties. Licensee is not availed of any legal rights or protections to which residential or commercial tenants are availed in this State, including but not limited to holdover tenancy rights.

Licensee is not an employee, agent or representative of Licensor and cannot represent to commit or commit Licensor to any obligation.

10. No Assignment or Sublicense

Licensee shall not assign or transfer any rights or responsibilities under this Agreement to any third party. Licensee shall not gift or sell any rights or responsibilities under this Agreement to any third party. This Agreement shall only bind the two Parties names in this Agreement. Any assignment, transfer or sale of rights is void.

11. Use of Pesticides

Any use of pesticides on the Land shall be in accordance with the New Jersey Department of Environmental Protection ("NJ DEP") and under the supervision of a NJ DEP Certified Applicator Registered Licensee. Any pesticide application shall be made with ground type equipment. Aerial spraying of pesticides is prohibited under this Agreement.

12. Hunting and Weapons

- a. Hunting on the Land is prohibited subject to Sections 12(b) and 12(c) of this Agreement.
- b. Use of audible devices is strictly prohibited, including by not limited to crow cannons, propane guns and popguns.
- c. If there is excessive damage to Licensee's crops due to wildlife, then Licensee may apply to the County Agricultural Agent and to the New Jersey Division of Fish and Wildlife, with notice to Licensor, for a license to hunt or trap on the Land. If such an application is granted, Licensee shall comply with any additional insurance requirements as determined by Licensor.

13. Irrigation

This Agreement prohibits irrigation from on-site or adjacent ponds and streams unless Licensee has obtained a water usage permit from the New Jersey Department of Environmental Protection and has provided a copy of the permit to Licensor.

14. Fertilization Practices and Farm Plan

Licensee's fertilization and manuring practices and Farm Plan shall be in compliance with the Soil Conservation Service and its Best Management Practices and approved by Licensor.

15. Legal and Best Agricultural Practices Compliance

- a. 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 Environmental Clean-Up Act, N.J.S.A. 12:1K-6 et seq., 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 and the Federal Agricultural Stabilization and Federal Soil Conservation Service.

16. Access and Right to Suspend

- a. Licensor, its contractors, employees and agents may enter the Land at any time and has full access to the Land for the entire Agreement Term.

Licensors are not required to give Licensees notice of their entering the Land and may do so for any reason and at Licensor's sole discretion.

- b. Licensor may suspend Licensee's use of the Land at any time if Licensor determines that such suspension of use is appropriate to protect the public health, safety and welfare.

17. Insurance

- a. Licensee shall maintain for the Agreement Term comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury.
- b. Licensee shall maintain for the Agreement Term comprehensive property and pollution insurance to cover all loss or damage with minimum limits of One Million Dollars (\$1,000,000) per occurrence of property or pollution damage.
- c. If Licensee has employees or independent contractors performing job duties on the Land, then Licensee shall maintain for the Agreement Term workers' compensation and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence.
- d. Licensor, Somerset County and the New Jersey Department of Environmental Protection shall be named as additional insureds on all policies maintained by Licensee in connection with this Agreement.
- e. Licensee shall maintain insurance coverage from carriers that are approved and authorized to underwrite insurance policies in the State of New Jersey by the New Jersey Commissioner of Insurance.

18. Historical Artifacts

If Licensee discovers any historic artifacts on or in the Land, then Licensee shall give immediate written notice to Licensor of such discovery and shall surrender any such artifact to Licensor.

19. 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.

20. Indemnification

- a. Licensee, his or her 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 attorney's fees and expenses) caused 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 as identified in Exhibit A of this Agreement.

- b. Licensee shall, as soon as practicable after a claim has been made against him or her, give written notice thereof to Licensor, along with full complete particulars of the claim, including every demand, complaint, notice, summons, pleading, or other document received by the Licensee or his or her 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.

21. Choice of Law

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

22. Venue

Both 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.

23. Entire Agreement

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

24. Notice

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

TO LICENSOR: Daniel Livak, Deputy Director/Business Administrator
DLIVAK@scparks.org
(908) 722-1200 ext. 228
The Somerset County Park Commission
P.O. Box 5327
North Branch, New Jersey 08876

TO LICENSEE:

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.

25. Amendments

The Parties agree this Agreement may only be amended, supplemented, changed, modified or altered upon mutual agreement of the Parties in writing, signed by both Parties.

26. Supersedes

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

27. Headings

The Article, 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.

28. 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 Farm License Agreement shall control.

[Signature page to follow]

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

LICENSOR:

SOMERSET COUNTY PARK COMMISSION

By: _____
Donald DiFrancesco, President

Date: _____

ATTEST:

By: _____

Name: _____

Date: _____

LICENSEE: _____

Date: _____

ATTEST:

By: _____

Name: _____

Date: _____