

# **REQUEST FOR PROPOSAL**

## **LEASING OF LAND FOR FARMING PURPOSES FOR THE TOWNSHIP OF PITTSBORO**

**QUOTE OPENING:  
11:00 A.M. PREVAILING TIME  
TUESDAY, June 29, 2010 AT THE  
OFFICE OF THE TOWNSHIP ADMINISTRATOR  
PITTSBORO TOWNSHIP MUNICIPAL BUILDING  
989 CENTERTON ROAD, PITTSBORO, NEW JERSEY**

**Deborah Turner-Fox  
TOWNSHIP ADMINISTRATOR**

## **NOTICE TO SUPPLIERS**

Sealed bids will be received by the Pittsgrove Township Administrator for vendors interested in farming property owned by the Township of Pittsgrove until Tuesday, June 29, 2010 at 11:00 A.M. prevailing time, at which time the bids will be opened. The bids will be opened in the Municipal Court Room in the, Pittsgrove Township Municipal Building, 989 Centerton Road, Pittsgrove, New Jersey, on the appropriate date and time as shown in this notice.

The Township will not be responsible for the late delivery of bids, regardless of the method of delivery. Bids received after the designated date and time will not be considered.

Information on this Request for Proposal is on file in the Office of the Township Administrator, Pittsgrove Township Municipal Building, 989 Centerton Road, Pittsgrove, New Jersey, and may be inspected during regular business hours. Potential respondents will be furnished with copies of the same upon request.

Bids must be submitted on Official Bid Sheets provided in the manner designated. Return all pages of this Request for Proposal as they will become part of the contract documents between the Township of Pittsgrove and the successful vendor (contractor).

Bids are to be delivered to:                   Office of the Township Administrator  
Pittsgrove Township Municipal Building  
989 Centerton Road  
Pittsgrove, New Jersey, 08318

Bids will not be accepted by e-mail or fax.

Indicate on the outermost envelope for mailed bids "Bid for Lease of Land for Farming Purposes- Pittsgrove Township Block 903, Lot 19".

The Pittsgrove Township Administrator reserves the right to reject any and all bids when it is deemed in the best interest of the Township.

Any questions regarding this Request for Proposal prior to the opening may be addressed to the Office of the Township Administrator, Pittsgrove Township Municipal Building, 989 Centerton Road, Pittsgrove, New Jersey, 08318; telephone (856) 358-2300, extension 29.

By order of the Pittsgrove Township Committee, Linda A. DuBois, Mayor

Deborah Turner-Fox  
Township Administrator

# **LEASING OF LAND FOR FARMING PURPOSES FOR THE TOWNSHIP OF PITTSBORO**

## **1.0 INTENT**

The intent and purpose of this specification is to adequately describe the requirements for Leasing of Lands Owned by Pittsboro Township specifically for farming purposes, and to list all requirements necessary for entering into a contract for providing the services described herein or as mutually agreed upon.

## **1.1 SUBMISSION OF MANDATORY FORMS**

All pages of this packet, including the necessary forms to be signed, must be returned with the bid. Failure to return all pages of this packet may be cause for rejection of your bid.

## **1.2 TERMS OF THE AGREEMENT**

The contract shall be issued for a three (3) year period with the option to renew the term for a maximum of two additional, one year terms. Farming operations shall commence only upon the issuance of an authorized purchase order by the Township of Pittsboro. Successful vendor shall be required to commence farming of said parcel no later than July 30, 2010.

## **1.3 CANCELLATION FOR UNSATISFACTORY PERFORMANCE**

Vendor's are hereby notified that any contract awarded as a result of this request for quotation may be voided without recourse, with fourteen (14) calendar days written notification, by certified mail, if services provided under this contract are not complete and satisfactorily performed. The Pittsboro Township Administrator and Public Works Manager shall be the sole judges as to what constitutes unsatisfactory performance.

## **1.4 VENDOR INQUIRIES**

All inquiries from vendors with respect to this request for proposal shall be directed to the Pittsboro Township Administrator, Pittsboro Township Municipal Building, 989 Centerton Road, Pittsboro, New Jersey, 08318; telephone (856) 358-2300, extension 29.

**1.5 INSURANCE (Required for this Quotation: Yes X No \_\_\_\_\_ )**

The successful vendor shall not commence any work in connection with the awarded contract until all of the following types of insurance have been obtained and such insurance policies have been approved by the Solicitor for the Township of Pittsgrove. All insurance policies shall be obtained from an insurance company authorized to conduct business in the State of New Jersey and one that maintains an office in the State of New Jersey.

The vendor shall furnish proof of insurance coverage by Certificate of Insurance accompanying the contract documents and shall name the Township of Pittsgrove as additional insured. Such Certificate of Insurance shall provide that the insurance company give the Township of Pittsgrove thirty (30) days prior notice of any changes or cancellation terms of such policies during the period of coverage.

The Township of Pittsgrove shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of any such deductible shall be the sole responsibility of the vendor providing such insurance.

It shall be the responsibility of the successful vendor to maintain in force such insurance policies named herein during the life of this contract.

- **WORKER'S COMPENSATION INSURANCE**, including Occupational Diseases, shall be required of the successful vendor, covering its employees engaged in the work, in accordance with the statutory requirements of the laws of the State of New Jersey. The Worker's Compensation Insurance Policy shall contain an Employee's Liability endorsement providing limits of not less than statutory requirements.
- **GENERAL PUBLIC LIABILITY INSURANCE** shall be required of the successful vendor, which shall also include Products Liability, including losses, injury, or damage resulting from the performance of this agreement, with a limit of not less than \$500,000 single limit bodily injury and/or property damage combined from damages arising out of bodily injury and/or property damage combined from damages arising out of bodily injuries to or death of all persons in any one occurrence and for damages to, or destruction of property including the loss of use thereof in any one occurrence, and \$500,000 aggregate property damage per accident.
- **AUTOMOBILE LIABILITY INSURANCE** shall be required of the successful vendor, with a limit of not less than \$250,000.00 single limit bodily injury and/or property damage combined for damages arising out of bodily injuries to, or death of all persons in any one occurrence and for damages to, or destruction of property, including the loss of use thereof in any one occurrence covering owned, non-owned, or hired vehicles.

**FAILURE TO ATTACH A CERTIFICATE OF INSURANCE OR TO FULLY EXECUTE THE ATTACHED CONSENT OF INSURANCE FORM AND RETURN SAME WITH THIS BID WILL BE AUTOMATIC GROUNDS FOR REJECTION OF THIS BID.**

**1.6 BUSINESS REGISTRATION** (Required for all Bids over \$4,350)

All New Jersey and out of state business organizations must obtain a Business Registration Certificate from the New Jersey Department of the Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Respondents shall submit with their bids proof of their valid Business Registration with the Division of Revenue, Department of the Treasury, State of New Jersey, and, if applicable, proof of the valid registration of each prime contractor. Questions regarding Business Registration may be directed to the Division of Revenue at (609) 292-1730. Online filing is available at [www.state.nj.us/treasury/revenue/taxreg.htm](http://www.state.nj.us/treasury/revenue/taxreg.htm).

**1.7 TIE BIDS**

The Township of Pittsgrove reserves the right to award at their discretion to any one of the tie bids.

**1.8 TIME FOR MAKING AWARD**

The Township of Pittsgrove normally awards contracts or rejects all bids within thirty (30) days, but in no case more than sixty (60) days. Exceptions to this schedule shall be in accordance with N.J.S.A. 40A:11-24, which provides that bidders, at the request of the contracting unit, may agree to have their bids held for consideration for a longer period.

**1.9 MAILED BIDS**

Bids may be hand delivered or mailed as per legal notice to bidders. In the case of mailed bids, the Township assumes no responsibility for bids received after the designated date and time. Late bids will not be considered.

**2.0 EXCEPTIONS**

Prospective bidders may outline any exception to the provisions contained herein that they wish the Township to consider, so long as they are clearly written out and stated in on the attached bid sheet.

**2.1 SIGNATURES**

The bid must be signed in ink by a company official in order to be accepted by the Township of Pittsgrove as a valid bid. Failure to sign the bid may result in your bid being rejected.

## **TECHNICAL SPECIFICATIONS**

### **2.0 SCOPE AND DESCRIPTION OF SERVICES**

The Township is interested in entering into a lease agreement with qualified vendors who are capable of farming a parcel of property owned by the Township in order to continue the farmland assessment of said property. Said property shall be farmed no later than July 30, 2010. Work shall commence only upon receipt of a signed purchase order issued by the Township of Pittsgrove.

The successful vendor shall be required to conduct the farming operations in accordance with practices which are reasonable and customary. Said vendor shall provide the Township Administrator with the type of crop planted on the property and the yield along with any other information (income statement) requested in order for the Township to complete the annual farmland assessment forms. Additionally, the successful vendor shall provide the Township Administrator with a Material Safety Data Sheet and application rates for all chemical containing materials applied to the said parcel at least seven (7) days prior to application.

The Township reserves the right to award the contracts for the performance of these services in the manner which is most advantageous to the Township

This contract shall be managed and enforced by the Pittsgrove Township Administrator. All inquiries and all paperwork submitted for payment shall be directed to the Pittsgrove Township Administrator, Deborah Turner-Fox, Pittsgrove Township Municipal Building, 989 Centerton Road, Pittsgrove, New Jersey, 08318.

Respondents shall provide on the Official Bid Form their total, all inclusive price that they shall pay the Township to lease said property as noted below:

### **Pittsgrove Township, New Jersey**

#### **Property # :**

**Block 903, Lot 19**

**Total property areas is ~ 8.01 acres located on Centerton Road immediately adjacent to the Pittsgrove Township Public Works Annex at 1004 Centerton Road**

### **2.1 PAYMENT**

A purchase order will be issued from the Township of Pittsgrove for this lease. No other order shall be accepted. With each purchase order a voucher will be submitted for a Claimant Signature. The vendor will sign the voucher and return it to Deborah Turner-Fox, Township Administrator. Lessee shall pay to the Township a total rent for the term of this

agreement on August 1, 2010 and on August 1 of each year thereafter during the term of the lease. If the lessee fails to pay rent on time or fails to pay any other charges on time, the Township shall have the right to require lessee to pay twelve percent (21%) interest on the amount of the late payments, calculated from the date when such payment was actually received by the Township.

## **2.2 CONDITIONS TO LESSEE'S USE OF THE PROPERTY**

- a) The Property is leased in "as is" condition. The Property is to be used for the growing of feed or food crops only.
- b) The Lessee shall at all times treat the property in a husband-like manner, maintaining or increasing the present productivity level of the soils. Lessee shall follow sound farming practices on the Property. "Sound farming practices" means practices promulgated by the State Agriculture Development Committee ("SADC"), those recommended by Rutgers University Cook College Extension and the Salem County Soil Conservation District.
- c) The Lessee shall employ the proper use of lime, fertilizer, and soil conservation practices and shall, at all times take such action as is necessary to prevent water and wind erosion. No sludge or sludge-derived product shall be applied to or used on the Property
- d) The Lessee shall be obligated to plant a non-harvestable cover crop on the property one or before each December 1. The lessee shall not retain any rights to the property or any cover crop planted on the property after the termination of the lease.
- e) The Lessee alone will be responsible for all maintenance of the property.
- f) In farming the Property Lessee shall not utilize persons younger than 18 years of age. Lessee shall not employ or permit any person who resides in the United States illegally to work on the Property. Confirmation of workers' residency status is the Lessee's responsibility. If migrant labor is employed Lessee shall fully comply with all laws, rules and regulations applicable thereto.
- g) No permanent or temporary structures, including fences, may be constructed or erected on the Property without the Township's prior, written approval.
- h) No sand, gravel, loam, rock, topsoil, fill or other material shall be deposited on or removed from the Property.
- i) Lessee shall not hunt or permit any other person to hunt on the Property without the Township's prior, written approval. The Township reserves the absolute right to prohibit any hunting. If the Township approves hunting on the Property for the purpose of crop protection Lessee shall comply with all rules promulgated by the Township Committee therefore.
- j) The Lessee shall comply with all terms and conditions of these Bid Specifications. The Lessee is wholly responsible for all costs and expenses incurred in or required for complying with the terms and conditions of this lease and the bid specifications.

## **2.3 LESSEE'S RESPONSIBILITIES**

- a) The Lessee is responsible for all permits, levies and assessments required for farming the Property.
- b) Lessee shall report to the Lessor the name and quantity and Material Safety Data Sheet of all chemicals, fertilizers and amendments applied to the Property or to the crops thereon on the forms provided by Lessor.
- c) The Lessee shall notify the Lessor as soon as possible following the occurrence of any casualty on the Property. "Casualty" includes, but is not limited to property damage and injury to any person, including the Lessee.
- d) The Lessee shall not abandon the Property or fail to put the Property to agricultural use during the term of this Lease.
- e) Lessee shall not assign this lease nor sub-lease all or any part of the property unless the Township has given written consent to do so in advance.

## **2.4 TOWNSHIP'S RIGHTS and RESPONSIBILITIES**

- a) The Township shall have the right, at any time during the term of this lease to sell all or any part of the property covered by the lease. If such a sale of all or any part of the property takes place, either the Township or the purchaser of the property may give the Lessee written notice to vacate the property no later than sixty (60) days from the date of the closing on the sale. Such written notice shall serve to terminate this lease. If lessee has planted a crop to harvest during the normal term of this lease and shall not have harvested the crop by the termination date established by the sale of the property, then such termination date shall be extended to a date within thirty (30) days of the date the lessee completed the harvesting of that crop so long as the lessee restores the land to its condition at the time of the beginning of the lease.
- b) The Township and its agents shall enter upon the property at all reasonable times to examine the condition of the property.
- c) If lessee fails to fulfill any of its obligations under this lease and if such failure continues for thirty (3) days after written notification by the Township, or if lessee vacates the property, then the Township may reenter and take possession of the property for the account of lessee. Lessees' obligation to pay rent for the remainder of the lease term shall not be affected by the Township's re-entry and re-leasing of the property. Lessee's account shall be credited with the amount received from such re-leasing, after deducting the expenses incurred by the Township to re-lease the property. Lessee's obligation under this lease shall remain in full force and effect for the full term of this lease.

**OFFICIAL BID SHEET**

The Respondent agrees to lease said property owned by the Township of Pittsgrove and to pay Pittsgrove Township the prices submitted below and in accordance with the "General and Technical Specifications" as detailed and described herein.

**Property # :**

**Block 903, Lot 19**

**Total property areas is ~ 8.01 acres located on Centerton Road immediately adjacent to the Pittsgrove Township Public Works Annex at 1004 Centerton Road.**

\$ \_\_\_\_\_  
(Numerical Amount of annual 1 year rent)

\_\_\_\_\_  
(Written Amount of annual, 1 year rent)

**Crop to be planted on said property:**

\_\_\_\_\_

**Estimated schedule for planting and harvesting of said crop:**

\_\_\_\_\_

**BID SUBMITTED FOR:**

COMPANY: \_\_\_\_\_

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

BID BY: \_\_\_\_\_  
(PLEASE PRINT OR TYPE NAME)

TITLE: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

Is your company capable of completing and returning the appraisals to the Agricultural Advisory Committee within the timeframe specified herein? Yes \_\_\_\_\_ No \_\_\_\_\_. If no, specify here the timeline in which you would be able to complete and return the appraisals: \_\_\_\_\_.

Do you have any exceptions to the specifications? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, the respondent shall list all exceptions on a separate sheet and attach to the front of this Quotation Document.

As of the date of this quotation opening are you on the list of pre-certified appraisers authorized to conduct Farmland Preservation appraisals as maintained by the State of New Jersey Agricultural Development Committee? Yes \_\_\_\_\_ No \_\_\_\_\_. If no, your quotation shall be rejected.

**QUESTIONNAIRE**

Please answer the following questions.

List two (2) public agencies presently or previously contracted to whom you provide or have provided the services as herein specified. Include a contact name and telephone number.

- 1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many employees does your company presently employ? \_\_\_\_\_

How many years has your company been providing this service? \_\_\_\_\_

Has your company ever failed to complete any contract with regard to any of the services herein described? Yes\_\_\_\_ No\_\_\_\_. If yes, provide details here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and telephone numbers of personnel who can be contacted if problems or emergencies arise: \_\_\_\_\_

Name and telephone number of an individual who can be contacted at all times if service information is requested: \_\_\_\_\_

\_\_\_\_\_

**VENDOR INFORMATION SHEET**

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, and to expedite future payments, the following information must be provided with this bid:

Name of Business: \_\_\_\_\_

Correspondence Address, including zip code:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchase Order Address, including zip code:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address, including zip code:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_