**Request for Proposals**

**Township of Medford**

**FARMING AND MAINTENANCE SOLICITATION OF TOWNSHIP LAND FOR AGRICULTURAL USE**

**Responses are due by 10:00 AM on Tuesday, December 31, 2024**

The parcel known as “Cow Pointe,” (Block 4101; Lot 1); consisting of 150 +/- acres located between Stokes Road (County Route 541) and Branin Road; and the parcel known as “Stokes Square,” (Block 2701.20; Lot 10.01); bordered by Stokes Road, Himmelein Road and Schoolhouse Drive, consisting of 46 +/- acres are Township-owned properties available for Agricultural purposes through a Farming and Maintenance Agreement. These parcels are preserved as Open Space under the State of New Jersey Green Acres Program. Successful applicant(s) will propose agricultural use(s) consistent with Medford Township’s desired agricultural practices and in accordance with all NJ Department of Environmental Protection, NJ Department of Agriculture, and NJ Pinelands Commission practices or regulations.

It is anticipated that the initial Agreement shall be for a period of two years, and will include an option, at the Township’s sole discretion, for one two-year extension. Inspections of the parcel can be coordinated through the Medford Township Manager’s Office. Attached is a combination proposal/ questionnaire form. The award of contract(s) is contingent upon approvals from the Green Acres Program and the Medford Township Council. The Township reserves its right to award one or two contracts.

Qualifications: Respondents shall be an owner of an established farming and/or agricultural business and must demonstrate the ability to perform the required service in an acceptable, reliable and environmentally conscious manner over the life of the Agreement. However, farmers of all level of experience will be considered. Preference will be given to applicants with a strong stewardship plan. The selected user(s) must demonstrate the ability to comply with Medford’s desired agricultural land use practices and all applicable federal, State and local laws, rules and regulations. The Township of Medford will award an Agreement which, in the Township’s opinion, serves the best interests of Medford.

Questions regarding this proposal should be in writing to the Medford Township Manager at Medford Town Hall, 49 Union Street, Medford, NJ 08055 or via email to dhornickel@medfordtownship.com by December 24, 2024.

**BACKGROUND INFORMATION**

A map of the properties, included herein as Exhibit A, delineates the areas available for farming. Through this solicitation, it is the Township’s intent to identify qualified responder(s) to operate and maintain the Properties for agricultural production, specifically as crop fields, pursuant to the Proposed Farming and Maintenance Agreement (Exhibit B).

The combined farmable area is approximately 195+/- acres less farm outbuildings, walking paths, and a pavilion. There are no parking areas, farm stands, or water sources on the land.

The successful vendor will also be required to till the Township’s community garden area, consisting of about one acre, located in Freedom Park in both the spring and fall.

Proposers shall submit a separate price proposal for use of the properties for both the initial two year term and two year extension. The Township reserves the right to reject any and all proposals as determined to be in the best interest of the Township; to waive minor informalities; and to award the contract as decided to be in the best interest of the Township, taking into consideration the technical and pricing information submitted. The Township also reserves the right to request further information to clarify proposals.

**HOW TO SUBMIT PROPOSAL**

Applicants are required to submit a proposal on the form provided in a sealed envelope marked “PROPOSAL: USE OF TOWNSHIP LAND FOR AGRICULTURAL PURPOSE”

Proposal should be mailed or delivered to:

Tara Wicker, Township Clerk

Township of Medford

Town Hall --49 Union Street

Medford, NJ 08055-2432

***Proposals must be received on or before 10:00 am, on December 31, 2024 and will be opened at the designated time for receipt.***

**\*\*\*LATE, FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED\*\*\*.**

All documents/information submitted in response to this solicitation shall be available to the general public as required by the New Jersey Open Public Records Act N.J.S.A. 47:1A-1 et. seq.

The Township reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Township further reserves the right to such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event all proposals are rejected the Township reserves the right to re-solicit proposals.

**MANDATORY PROPOSAL FORM**

1. All information requested on the attached Proposal Form is required.
2. The form and all attachments must be initialed by the Applicant.
3. Please see below information for insurance and indemnity requirements and obligations of the selected proposer.

**Conditions of the Solicitation for Proposals**

a. Proposals are being solicited for 150 +/- acres of Cow Pointe and 46+/- acres of Stokes Square and may be awarded separately or jointly.

b. The farmer has the discretion to select whatever crop he/she desires so long as consistent with the Township’s desired agricultural land use practices to put farm land to good use and in so doing, to minimize erosion or runoff from the parcels.

c. The farmer will pay the Township a proposed fee per acre per year (based on total parcel acreage) for the use of the fields; said payment shall be due after harvest but not later than October 15th of each year.

d. The farmer, at his/her sole expense, will be responsible for the soil preparation, seeding, harvesting, marketing the crop, and all the additives/input deemed necessary to improve the soil and increase yield, subject to the Township’s review and approval.

e. The farmer has the option to grow a winter crop between annual corn crops.

f. The farmer will provide the Township with necessary information upon request to include soil test reports, all inputs and yield on each field.

g. The farmer will maintain any berms, buffers, filter strips and/or setbacks that are currently in place along the respective fields and may not remove any native vegetation or trees without the Township’s express approval.

h. The farmer will till the Township’s community garden area, consisting of 1 acre, located in Freedom Park in both the spring and fall of each year at no charge to the Township.

h. All proceeds from harvests produced through the use of the fields shall insure to the sole benefit of the farmer.

**INSURANCE AND INDEMNIFICATION:**

The Vendor will be required to furnish certificates of insurance, including general liability, umbrella liability, automobile, and workers compensation with the following minimum limits:

General Liability: $1,000,000 each occurrence

$2,000,000 aggregate

Umbrella Liability: $5,000,000

Auto Liability: $1,000,000

Worker’s Compensation: Statutory

Employer’s Liability $1,000,000

Vendor coverage shall be primary and non-contributory. Auto coverage shall include leased, hired and non-owned vehicles. Auto coverage shall also be primary and non-contributory. The Township of Medford and the State of New Jersey Green Acres Program shall be named as additional insured on the general liability, umbrella liability and automobile liability policies. Each policy, including Worker’s Compensation, shall include a waiver of subrogation in favor of Medford Township. All policies shall be kept in force throughout the duration of the Agreement, with an extended reporting period of 36 months after the agreement terminates if coverage is written on a claims made policy.

To the fullest extent permitted by law, Vendor shall indemnify, defend and hold harmless the Township of Medford and all of its agents and employees from and against all claims, damages, losses, judgments and expenses, including reasonable attorney’s fees to the extent caused by, arising from or alleged to arise from the negligent acts, errors or omissions of Vendor, Vendor’s employees or those for whom Vendor is legally responsible in the performance of the work. This provision shall survive termination of this Agreement.

The prospective vendor shall hold the Township of Medford harmless and release the Township from any claims that may arise while performing an inspection of the property. If applicable a group field visit may be arranged with the township. The prospective vendor further agrees to accept the parcels “as is.”

**INTERVIEW**

The Township reserves the right to interview any or all of the applicants and/or request clarifying information regarding a proposal subsequent to submitting a recommendation to the Township Council.

**SELECTION PROCESS**

All proposals will be reviewed by the Township Manager, Township Clerk, Open Space Coordinator, Qualified Purchasing Agent and/or CFO to determine responsiveness.

The Township Manager will recommend the proposal deemed most advantageous to the Township Council based upon the entire RFP submission.

**“PAY TO PLAY” – Notice of Disclosure Requirement**

Be advised that proposals greater than $17,500 must be accompanied by the attached “Pat to Play” disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27.

**End of Solicitation.**



**Request for Proposals
Township of Medford
USE OF TOWNSHIP LAND FOR AGRICULTURAL PURPOSE PROPOSAL FORM (ALL INFORMATION IS MANDATORY)**

1. Name and Address of the Applicant:
2. Name, daytime phone number and email address of the individual responsible for proposal:
3. **AGREEMENT PRICE PROPOSAL:**

Cow Point: 2025: $\_\_\_\_\_\_\_\_\_\_\_ per acre Stokes Sq.: 2026: $\_\_\_\_\_\_\_\_\_\_\_ per acre

Cow Point: 2026: $\_\_\_\_\_\_\_\_\_\_\_ per acre Stokes Sq.: 2026: $\_\_\_\_\_\_\_\_\_\_\_ per acre

**OPTIONAL** 2-Year Extension

Cow Point: 2027: $\_\_\_\_\_\_\_\_\_\_\_ per acre Stokes Sq.: 2027: $\_\_\_\_\_\_\_\_\_\_\_ per acre

Cow Point: 2028: $\_\_\_\_\_\_\_\_\_\_\_ per acre Stokes Sq.: 2028: $\_\_\_\_\_\_\_\_\_\_\_ per acre

1. A summary, no more than one (1) page, identifying and substantiating why the applicant is best qualified to utilize said properties for farming. List and identify by owner and location experience farming other governmentally owned properties.
2. A summary, no more than one (1) page, explaining the management plan for the property. Please include information concerning knowledge of soils, conditions, recommended crops, fertilizers, crop rotation, etc.
3. Name and contact information of supervisor responsible for any activity related to subject property if different than provided above.
4. A description of any pending complaints, investigations and/or litigation matters involving the applicant related to farming activities since 2014. (use separate sheet if needed).

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A.19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

* any State, county, or municipal committee of a political party
* any legislative leadership committee**\***
* any continuing political committee (a.k.a., political action committee)
* any candidate committee of a candidate for, or holder of, an elective office:
	+ of the public entity awarding the contract
	+ of that county in which that public entity is located
	+ of another public entity within that county
	+ or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

* individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
* all principals, partners, officers, or directors of the business entity or their spouses
* any subsidiaries directly or indirectly controlled by the business entity
* IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

 N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

TOWNSHIP OF MEDFORD, County of Burlington

**This form or its permitted facsimile must be submitted to the local unit**

**no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

|  |  |
| --- | --- |
| Vendor Name: |  |
| Address: |  |
| City: |  | State: | Zip: |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26and as represented by the Instructions accompanying this form.

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Signature Printed Name Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

* Check here if disclosure is provided in electronic form.

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* Check here if the information is continued on subsequent page(s)