

**UPPER FREEHOLD TOWNSHIP
MONMOUTH COUNTY
NEW JERSEY**

**Specifications/Bid Documents for
Lease of Restricted Use Farmland
(Block 37/Lot 5)**



**Bid Opening:
Tuesday, January 29, 2008 @ 10:00am**

**Upper Freehold Municipal Building
314 Route 539
Cream Ridge, New Jersey 08514**

UPPER FREEHOLD TOWNSHIP
MONMOUTH COUNTY, NEW JERSEY

Notice is hereby given that sealed proposals addressed to Barbara L. Bascom, Township Business Administrator/Clerk, will be received on or before **Tuesday, January 29, 2008 @ 10:00 am** at which time they will be publicly opened and read at the Municipal Building, 314 Route 539, Cream Ridge, New Jersey 08514-0089 for the following:

LEASE OF RESTRICTED USE FARMLAND (BLOCK 37/LOT 5)

Specifications and bid documents are on file in the office of the Township Business Administrator/Clerk and may be examined or obtained during the normal office hours 9:00am to 3:00pm at the above address on or after **Wednesday, January 9, 2008**. **Bids must be submitted on or before Tuesday, January 29, 2008 @ 10:00am on the prescribed form in a sealed envelope marked "BID PROPOSAL – Restricted Use Farmland Lease (Block 37/Lot 5)".**

The Township Committee reserves the right to reject any or all proposals in whole or in part and waive such informalities as may be permitted by law.

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

By order of the Township Committee of Upper Freehold Township.

Debra L. Sopronyi, RPPO/QPA/RMC
Purchasing Agent
Assistant to Business Administrator/Clerk
Upper Freehold Township

**UPPER FREEHOLD TOWNSHIP
RESTRICTED USE FARMLAND LEASE PROPOSAL
BLOCK 37, LOT 5**

INSTRUCTIONS AND GENERAL CONDITIONS

Proposals for leasing farmland from Upper Freehold Township will be received in accordance with the Local Public Contracts Law. All documents included in the Instructions and General Conditions, Special Conditions and specifications shall form an integral part of the proposal and will constitute an attachment to the lease documents upon award of the lease.

The Township of Upper Freehold, Monmouth County, New Jersey (hereinafter referred to as "OWNER") solicits bids for the leasing of farmland, known as Block 37, Lot 5 consisting of approximately 9.7 ± acres. The Property is located on Jonathan Holmes Road in Upper Freehold Township, New Jersey. **The purpose and use of this land is restricted to farming only.**

Method of Submitting Proposals

The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "Farmland Lease (B37/Lot5)"

Township will not assume responsibility for proposals forwarded by mail. It is the bidder's responsibility to see that proposals are delivered to the Township Business Administrator on or before the date and at the place designated. Proposals may be hand delivered, faxed or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. **If the bid is sent by overnight mail, the information requested above must also appear on the outside of the delivery company envelope.**

All prices and amounts must be legibly written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid. Each proposal form must give the full address of the bidder and be signed by the bidder.

Proposal Form

All proposals must be received by the Township Business Administrator, on or before **Tuesday, January 29, 2008 @ 10:00am** at which time they will be reviewed at the Upper Freehold Township Municipal Building located at 314 Route 539, Cream Ridge, New Jersey. Each proposal is to be submitted on the proposal form attached to these documents. Proposals in a form other than herewith will be rejected. All bid proposals must be signed in ink or ballpoint pen by the bidder and full name and address must be included. Any proposals which are incomplete or conditional or which contain alterations of any kind may be rejected at the option of the Township.

Assignment, Transfer, Conveyance, Sublet, or Disposal of Lease

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the lease or any part thereof to anyone without the prior written consent of the Township.

Reservations

The Township Committee reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, whichever, in the awarding authority's opinion, is in the best interest of the Township.

SPECIAL CONDITIONS

- The Township has plans to develop Block 37, Lot 5 as a recreational facility in the future and will retain ownership.
- The Township reserves the right to access the land(s) leased for purposes of Surveying, Engineering and other services as required in order to proceed with the plans as made.
- All Payments for said lease are due as listed in the specifications.
- Current Certificate of Insurance naming Upper Freehold Township as an additional insured is required at the time of lease signing. If over the course of the lease the insurance certificate shall expire, the Bidder shall furnish a new and current certificate of insurance.
- All stipulations in the specifications will become a component of the lease.

**BID DOCUMENT SUBMISSION CHECKLIST
UPPER FREHHOLD TOWNSHIP
(Pursuant to N.J.S.A. 40A:11-23.1b – To accompany Bid Proposal)**

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with
Submission of Bid
By State Statute

Bidder:
Initial each item
Submitted with
Bid

	A bid guarantee as required by N.J.S.A., 40A:11-21	
	A Certificate of Surety, pursuant to N.J.S.A., 40A:11-22	
	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
	A listing of subcontractors as required by N.J.S.A. 40A11:11-16	
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	

B. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS MAY BE CAUSE FOR THE BID TO BE REJECTED.

Twp.
Requires with
Submission of Bid

Bidder:
Initial each Item
Submitted with Bid

X	Submission of a Non-Collusion Affidavit (Must be notarized)	
X	Affirmative Action Affidavit	
X	Hold Harmless Agreement	
	Prevailing Wage Affidavit	
	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	
X	Completed and signed proposal pages	
	Public Works Contractor's Registration Act Certificate	
	New Jersey Business Registration Certificate	

C. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements.

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date Signed: _____

STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK OR INTEREST IN THE BIDDER'S BUSINESS ENTITY

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt

of bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability partnership, Subchapter S corporation or sole proprietorship there is submitted to the Township, 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 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 submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.**

LEGAL NAME OF BIDDER: _____

Check which business entity the bidder is:

- Corporation
- Limited Liability Corporation
- Subchapter S Corporation
- Partnership
- Limited Partnership
- Limited Liability Partnership
- Sole Proprietorship
- Other/Non-Profit

Complete if the bidder is on the 3 types of Corporations:

Date Incorporated: _____

Where Incorporated: _____

NOTE: If no stockholder or partner owns 10% or more of the business submitting the bid, please check here and sign and date this form.

BUSINESS ADDRESS: _____

SIGNATURE/DATE

STREET ADDRESS	CITY	STATE	ZIP CODE
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TELEPHONE: _____ FAX: _____

Listed below are the names and addresses of all stockholders or individuals who own ten (10) percent of more of its stock of any classes, or who owns ten (10) percent or greater of interest therein:

NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS
NAME	ADDRESS

(If additional space is needed, please attach additional sheet)

NONCOLLUSION AFFIDAVIT

(To Accompany Bid Proposal)

State of _____

County of _____

I, _____,
(Name of Bidder(s); if a corporation, name of officer making affidavit)

being duly sworn, affirm that the several declarations and matters stated in the annexed proposal are in all respects true: That I executed the said proposal with full authority to do so; and that I have 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 this project.

Signature of Person Making Affidavit

Sworn or Subscribed to _____

before me this _____ day of _____
_____, A.D. 20 _____

My Commission expires _____ 20_____

**UPPER FREEHOLD TOWNSHIP
HOLD HARMLESS AGREEMENT
(To Accompany Bid Proposal)**

The Bidder agrees to make payment of all proper charges for the Lease, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor, his agents or employees.

SIGNATURE: The undersigned hereby acknowledges reading and understanding the above information:

Name of Bidder:

By Authorized Representative:

Signature:

Print Name and Title:

Date Signed: _____

SPECIFICATIONS

In consideration of the payments hereafter specified and agreed by the party of the first part, the party of the second part hereby covenants and agrees to hire and lease all the farmland and premises located and situated in the Township of Upper

Freehold, Monmouth County, New Jersey, known as Block 37, Lot 5, commonly referred to herein as the "premises" to the party of the first part in strict and entire conformity with the terms and conditions hereinafter set forth; and

The party of the second part agrees to make payment of all proper charges and rent to and indemnify and save harmless the party of the first part, from all damages to which the said party of the first part may be put by reason of injury to the person or property of others resulting from carelessness in the performance of activities or work under this farmland lease, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work or activity or any other act or omission on the part of the said party of the second part. NOW, THEREFORE, IN CONSIDERATION OF the premises, the party of the second part (LESSEE) agrees to pay the party of the first part (LESSOR) rent payable at the time and in the manner set forth hereinafter.

1. SCOPE - The property consists of approximately 9.7 ± acres of farmland located within Block 37, Lot 5, Township of Upper Freehold, Monmouth County, New Jersey and may be used and occupied by Lessee for the express and sole purpose of farming.

2. It is the intent of Upper Freehold Township to develop Block 37, Lot 5 as a recreational facility in the future. It is understood that this lease is only renewable at the discretion and option of Upper Freehold Township.

3. The property which is the subject of this lease contains approximately 9.7 ± Acres. The acreage recited herein is an approximation. Lessor may in their discretion determine exact acreage but the lessor makes no representation regarding the extent of the lands or the quality or condition of the soil of such property.

4. Lessee accepts the Premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition. The Lessee agrees with and represents to the Lessor that the Premises have been inspected by him and that he has been assured by means independent of the Lessor or any agent of the Lessor of the truth of all facts material to his agreement to lease and that the Premises have been leased by the Lessee as a result of his own inspection and investigation and not as a result of any representations made by the Lessor or any agent of the Lessor.

5. The term of the lease shall commence June 4, 2008 and end on December 31, 2010, or at such a time the owner wishes to proceed with the recreation development of the property whichever comes first, the premises to be used during such term for no other purpose than cultivation and harvesting of crops.

6. Lessor agrees and warrants that Lessee shall have full and complete access to the Premises for the term of this Lease. Lessee shall use their best efforts to maintain security to the Premises.

7. Lessor reserves the right to access premises for the purposes needed to proceed with the development of said property as noted in # 2. Lessee agrees and warrants that Lessor shall have such right to access.

8. The rent for the period of the lease shall be \$_____ for June 4, 2008 to December 31, 2008; \$_____ for 2009; \$ _____ for 2010; and the parties stipulate and agree that for purposes of calculating the rent there are approximately 9.7 ± tillable acres regardless of the result of an accurate survey. Rent shall be payable in full on June 4, 2008, January 1, 2009 and January 1, 2010 for each year accordingly.

9. Should the Lessee hold over and remain in possession of the Premises after the termination of this Lease, then Lessor shall be entitled to month to month rent for such holdover period. Terminations herein may be caused by the exercise of Lessor's rights to terminate as set forth herein or by the natural expiration of the Lease term as set forth in Paragraph 4 above.

10. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all or substantially all of the Premises or of property of the Lessee, making of a general assignment for the benefit of creditors by the Lessee, or the filing by the Lessee of a petition for protection from creditors pursuant to the Federal Bankruptcy Act shall terminate this Lease and entitle the Lessor to reenter and regain possession of the Premises.

11. LESSEE agrees to cut no trees, shrubs, or ground cover, and will not make or allow any physical change in the natural condition of the property without first receiving written consent of the LESSOR.

12. The Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the premises. Neither shall the Lessee sublet the Premises or any part thereof. Any encumbrance, assignment, transfer, or subletting, whether it be voluntary or involuntary, by operation or law or otherwise, is void and shall, at the option of the Lessor, terminate this Lease.

13. The LESSOR has the right to terminate this lease at any time by giving ninety (90) days written notice of intent to terminate. Upon such termination, LESSEE shall yield immediate possession to LESSOR; LESSOR shall become owner of all growing crops remaining on the premises on the date of termination and shall be obliged to pay LESSEE the reasonable value thereon, less the cost of maintaining such crops from date of termination until harvest, the cost of harvesting and the cost of sale. In case of termination, rent shall be pro-rated from the date of the lease until said termination. The Monmouth County Agricultural Agent shall be designated as the arbitrator, and his or her determination as to value of planted crops shall be binding upon the parties. The LESSEE has the right to provide the arbitrating County Agricultural Agent with information and documentation to substantiate LESSEE's investment in the current crop and aid Agent in the determination of the value of said crop.

14. The Lessee agrees that during the term of this lease he shall maintain liability insurance having a limit of not less than \$500,000.00 for injury to one and \$1,000,000.00 for injury to more than one person in any one accident or occurrence and for loss or damage to property of any one or more persons for not less than \$1,000,000.00. The policy of insurance shall be of a company licensed to do business in the State of New Jersey approved by the Lessor in advance and shall name Upper Freehold Township as additional insured. Seller shall notify the Lessor within 24 hours of any accident or on the first business day following any accident which occurs on a holiday or weekend.

15. Lessee further covenants and agrees, at his expense, to take out and maintain at all times, all necessary workmen's compensation insurance covering all persons employed by Lessee in and about the Premises.

16. Lessee further covenants and agrees, at his expense, to take out and maintain at all times, automobile liability insurance covering all vehicles operated by Lessee and all persons employed by Lessee.

17. Not less than ten (10) days prior to the expiration of any required insurance policy or policies, evidence of the renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal period of any new policy, as the case may be, shall be delivered to Lessor. All such insurance shall contain an agreement by the insurance company that the policy or policies will not be cancelled, or coverage changed, without ten (10) days' prior written notice to Lessor.

18. Evidence of the payment of premiums, shall of all required insurance be delivered to the Lessor before the commencement of the term of this lease.

19. The Lessee agrees to indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liabilities, losses, damages, or expenses of whatever nature and kind resulting from the Lessee's occupation and use of the Premises, or from a breach of any of Lessee's obligations herein, specifically including without limitation, any claims, liability, loss or damage arising:

a. By reason of injury to the person or property, from whatever cause, while in or on the Premises or adjacent property or in any way connected with the Premises or with the improvements or personal property in or on the Premises including any liability for injury to the person or personal property of the Lessee, his agents, officers or employees;

b. By reason of any work performed on the Premises or materials furnished to the Premises at the insistence or request of the Lessee, his agents, or employees;

c. By reason of the Lessee's failure to perform any provisions of this Lease or to comply with any requirement imposed on him or the Premises by any duly authorized governmental agency or political subdivision;

d. By reason of the Lessee's failure or inability to pay, as they become due, any obligations incurred by him in the agricultural operations to be conducted by him on the Premises including, but not limited to, any and all tax obligations incurred by the Lessee during the term of this Lease, such as employee's withholding tax, property tax, and sales tax.

20. The LESSEE agrees that the LESSOR may enter into and upon the premises for the purpose of inspecting and the performance of patrol and maintenance duties of the same and adjoining premises owned by the LESSOR.

21. Fertilizers and pesticides shall not be stored overnight on the premises and shall be applied only under the supervision and control of the LESSEE while holding a current New Jersey Department of Environmental Protection Certified Applicator Registration License and in accordance with all governmental standards and all standards prescribed by manufacturers and/or suppliers of such materials. Registration number and related categories held by the Lessee must be supplied to the LESSOR. Only chemicals approved by NJDEP shall be used and NJDEP standards shall be adhered to in the application of these chemicals. A log of the type and names of all chemicals and fertilizers and the date of application shall be maintained by the LESSEE and be available for review and inspection by the LESSOR. Any improper use, storage or disposal of pesticides, herbicides or other chemicals will be entitle LESSOR to immediately terminate the lease without any liability for compensation or existing crops, and the lessee shall remain liable for all loss or damage resulting from such improper activity, shall pay all costs direct or indirect associated with remediation of the property, and shall hold harmless, indemnify and defend Lessor from any loss damage or liability in accordance with Par 19 herein.

22. The LESSEE shall have the nonexclusive right to use only presently existing field roads for access to the leased premises, but there shall be no duty or responsibility on the part of the LESSOR to keep the said roads open or to maintain or keep them in repair. LESSEE may not change, alter or widen any road without prior written approval of the LESSOR.

23. Storage of all equipment and supplies related to the LESSEE'S farm activities shall be confined to areas designated from time to time by the LESSOR. All equipment shall be stored in a neat and safe manner to avoid hazard, creation of any nuisance, or unsightly condition. All equipment and supplies shall be removed from the property during the off season, and equipment not directly related to the practice of farming shall be permanently removed from the property.

24. The Lessee shall, at his own cost and expense, keep and maintain the Premises, equipment and all facilities appurtenant to the Premises, in the condition received, normal wear and tear excepted.

25. Lessee shall not leave any kind of trash, garbage, or junk (including old farm machinery or parts of old machinery) on the Premises.

26. The Lessee shall not commit or permit the commission by others of any waste on or damage to the Premises; the Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance or waste on the Premises; and the Lessee shall not use or permit the use of the premises for any unlawful purpose.

27. The Lessee shall not make or permit any other person to make any alterations to the Premises or any improvement thereon or to any facility appurtenant thereto without the prior written consent of the Lessor. The Lessee shall keep the Premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of the Lessee.

28. LESSEE shall not cut or remove any standing natural vegetation in order to irrigate.

29. The LESSOR shall not be responsible for loss of any crops, equipment and/or material on the property under any circumstances.

30. LESSEE shall maintain security at the premises and shall open, close and secure any gates or barriers upon entering or leaving the premises to prevent unauthorized vehicles from entering property. Notwithstanding the foregoing – LESSEE shall at no time block or obstruct gates or access to the property by emergency vehicles.

31. The LESSEE shall not give any license regarding the use of the land by any person to a party to this lease.

32. Portable storage sheds or temporary structures may not be located on the premises.

33. Varmint hunting and trapping will be permitted only in those areas where it is deemed by the LESSOR to be necessary to prevent any undue hardship on the LESSOR. The LESSEE shall not engage in varmint hunting or trapping without written consent of the LESSOR and all such hunting and trapping shall be conducted in accordance with law and with all necessary permits and licenses.

34. The LESSEE shall not permit any third party to hunt, trap or fish on the land.

35. Soil erosion should be avoided on the premises. Conservation, tillage and reduced tillage methods shall be used whenever possible. The LESSEE at the end of each growing season shall either disc under the past year's crop and plant an approved cover crop on all lands farmed or leave wheat/rye stubble so as to discourage erosion.

36. The LESSEE shall be permitted to plant soy bean, corn, grain (oats, wheat, barley, rye) and hay. Failure to comply with this requirement may be grounds for immediate termination of lease. The LESSEE shall not allow the general public to enter the property and harvest through "pick your own", nor shall be the LESSEE allow any "on premises sales" of any products.

37. All land leased shall be actively farmed. Leased land may not be put into any type of "land bank", PIK program, set-a-side program or any other type of program that pays the LESSEE not to farm. In the event LESSEE fails to actively farm the leased property, the LESSEE shall be liable for any and all taxes resulting from assessment due to rollback or non farm qualification.

38. The use of any type of audible device such as crow cannons, propane guns, popguns, etc., is prohibited.

39. The LESSOR and their assigns further covenant and agree that during the term hereof the LESSOR will not carry off or suffer to be carried off the premises any soy beans, corn, hay, grain (oats, wheat, barley, rye) cultivated during the term of the lease except as specifically set forth herein.

40. The LESSEE further covenants and agrees with the LESSOR that the LESSEE will sow and plant seed, harvest and gather crops in season and till and cultivate said farm according to acceptable and recognized agricultural practices.

41. The Special Conditions hereto attached are provisions which were agreed upon by the Lessee at the time of submission of the proposal for said lease and remain part of this lease.

42. This agreement shall be for the benefit of and binding upon the heirs, executors, administrator and assigns of the respective parties hereto.

43. The LESSOR and the LESSEE agree at any time and from time to time, upon not less than seven (7) days prior written notice by the other, to execute, acknowledge and deliver to the other or to such person that may be designated by the other, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent has been paid, and stating whether or not the other party is in default in keeping, observing or performing any term, covenant, agreement, provisions, condition or limitation contained in this Lease and if in default, certifying each such default. Any such statement may be relied upon by the other party or any prospective purchaser of the fee or any mortgage thereof or any assignee of any mortgagee of the fee or leasehold of the demised premises or by any prospective subtenant or assignee of this Lease. The Lessee

agrees that this lease shall be subject and subordinate to any mortgages of the Lessor, now or hereafter.

44. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto, shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class, postage prepaid, and respectively addressed:

Upper Freehold Township
P. O. Box 89
Cream Ridge, NJ 08514

If to Lessee:

Bidders Name & Address
As specified in Bid Submission

Either party, the Lessee or the Lessor, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.

45. The waiver of any breach of any of the provisions of this Lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this Lease.

BID PROPOSAL

TO: BARBARA L. BASCOM, BUSINESS ADMINISTRATOR

(I/We), the undersigned, do hereby declare that (I/we) have carefully examined the Instructions to Bidders and the Bid Specifications as the same relate to **LEASE OF RESTRICTED USE FARMLAND (B37/L5)** to the Township; and (I/we) propose and agree to the Township in accordance with aforesaid documents, on the same terms and conditions for the sum specified below:

Bids are to be made for the term as indicated and for the entire lot, not by acre.

June 4, 2008 – December 31, 2008

Price _____ Price _____
Numerical *Written in Words*

January 1, 2009 – December 31, 2009

Price _____ Price _____
Numerical *Written in Words*

January 1, 2010 – December 31, 2010

Price _____ Price _____
Numerical *Written in Words*

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Signature

Witness

By submission of this bid proposal, the bidder acknowledges that the specifications are clear and fully understood by the bidder. A signature is required for the acceptance of bid proposal.

BIDDER SIGNATURE

BIDDER NAME (Print or type)

Address: _____
