



State of New Jersey

THE PINELANDS COMMISSION

PO Box 7

NEW LISBON NJ 08064

(609) 894-7300

JON S. CORZINE
Governor

JOHN C. STOKES
Executive Director

October 1, 2009

To Potential Bidders:

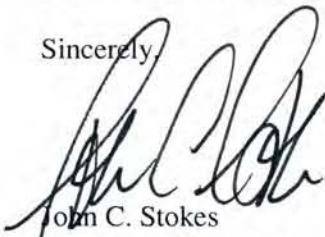
In 1981 the Pinelands Commission adopted the Pinelands Comprehensive Management Plan (CMP), N.J.A.C. 7:50, in response to the National Parks and Recreation Act of 1978, Section 502, and the State Pinelands Protection Act, N.J.S.A. 13:18A-1 et. seq. The regulations and standards of the CMP are designed to promote orderly development so as to preserve and protect the significant and unique resources of the Pinelands.

The Pinelands Conservation Fund (Fund) was established in 2004 to further the Pinelands protection program and ensure a greater level of protection for the unique resources of the Pinelands Area. This Request for Proposals directly relates to one component of the Fund - Land Acquisition. Specifically, the objective of the Land Acquisition Program is to permanently protect important natural, cultural, historic and agricultural resources through the purchase of land or interests therein. Six million dollars (\$6,000,000) of the Fund's initial proceeds were originally dedicated for this purpose. To undertake this program, the Commission contracted with a facilitator to assist in project solicitation and acquisition negotiation. With that assistance, the Commission allocated almost \$5.8 million of the initial appropriation. Monies obtained from the Fund can pay for up to one third of acquisition costs and can be matched with private, local, state, federal and non-profit dollars. Consequently, awards under the program leveraged the expenditure of over \$24,000,000 to purchase approximately 3,462 acres.

The Pinelands Commission is once again seeking assistance to continue its acquisition efforts. In this second phase of the program, the Commission intends to apply an additional three million four hundred fifteen thousand dollars (\$3,415,000) of the Fund's proceeds to purchase land. The Commission is again soliciting the services of an experienced program facilitator to assist in undertaking this acquisition. The Permanent Land Protection Committee (PLP) of the Pinelands Commission has outlined a distribution method for the Land Acquisition Program of the Fund. Using this distribution method, the program facilitator will work with multiple organizations to build partnerships and preserve land.

Details describing the specific duties of the program facilitator are provided in Section III of the Request For Proposal, Scope of Work. Expenditure of the Pinelands Conservation Fund for land acquisition can begin as soon as the proposal solicitation process is completed and a contract for services is awarded. We hope you will be interested in this project and we look forward to your submission. Please note that the deadline for submission of proposals is 1:00 p.m. on October 30, 2009.

Sincerely,



John C. Stokes
Executive Director

<http://www.nj.gov/pinelands/>
E-mail: info@njpines.state.nj.us

The Pinelands—Our Country's First National Reserve and a U.S. Biosphere Reserve

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper



**N.J. PINELANDS COMMISSION
REQUEST FOR PROPOSAL
RFP #10-001
Cover Page**

DATE ISSUED: October 1, 2009

Vendor Name:	Vendor Federal Tax Id Number:
Vendor Address: Telephone Number: Fax Number: Email:	Return To: N.J. Pinelands Commission Attn: Purchasing, Dawn M. Rago 15C Springfield Road PO Box 7 New Lisbon, NJ 08064 Telephone Number: (609) 894-7300 ext. 147 Fax Number: (609) 894-7334
<p>RESPONSE TO THIS REQUEST FOR PROPOSAL SHALL BE RETURNED BY:</p> <p>Friday, October 30, 2009 at 1:00 P.M.</p> <hr/> <p>QUALIFY AS: (CHECK IF APPLICABLE) _____ SMALL BUSINESS</p> <hr/> <p>NAME: PROGRAM FACILITATOR FOR LAND ACQUISITION</p> <p>Fee for Services Amount (Not-to Exceed): \$ _____</p> <p>Fee for Services as a Fixed Price Percentage Value: _____ % (see RFP, Section IV, Paragraph 3 Proposal Cost)</p> <hr/> <p>Important Instructions To Vendor: Fill in all requested information. After you have completed this solicitation request, it must be signed in ink and returned to the address indicated above. The Pinelands Commission General Terms and Conditions are included as a part of this solicitation and any contracts pursuant thereto.</p>	
Bidder's Signature:	Title: Date:

**REQUEST FOR PROPOSAL
RFP-10-001**

**PROGRAM FACILITATOR FOR
LAND ACQUISITION PROGRAM OF THE
PINELANDS CONSERVATION FUND**



**John C. Stokes
Executive Director**

I. Overview

The purpose of this Request for Proposals is to solicit the services of an experienced program facilitator consultant to assist Pinelands Commission staff implement a land acquisition program. The Commission seeks the services of a consultant who can collaborate with numerous organizations to protect land. Section III of this Request for Proposals describes the particular tasks and responsibilities of the program facilitator.

Expertise is sought in all aspects of land acquisition, including landowner consultation. The ideal program facilitator will have successful experience acquiring land for preservation in collaboration with non-profit organizations as well as government entities. Proposals are due to the Pinelands Commission on October 30, 2009 by 1:00 p.m. Following review of the proposals, the Commission will enter into a contract with the selected consultant.

II. Background

In 1981 the Pinelands Commission adopted the Pinelands Comprehensive Management Plan (CMP), N.J.A.C. 7:50, in response to the Federal National Parks and Recreation Act of 1978, Section 502, and the State Pinelands Protection Act, N.J.S.A. 13:18A-1 et. seq. The regulations and standards of the CMP are designed to promote orderly development of the Pinelands to preserve and protect the significant and unique natural, ecological, agricultural, archaeological, historical, scenic, cultural and recreational resources of the Pinelands.

The Pinelands Conservation Fund (Fund) was established in 2004 to further the Pinelands protection program and ensure a greater level of protection for the unique resources of the Pinelands Area. The Fund has three components: 1) Land Acquisition, 2) Conservation Planning and Research, and 3) Community Planning and Design.

This Request for Proposals directly relates to the first element of the program, Land Acquisition. The objective of the Land Acquisition Program is to permanently protect important natural, cultural, historic and agricultural resources through the purchase of land or interests therein. In 2006, six million dollars (\$6,000,000) of the Fund's initial proceeds were dedicated for this purpose. The Pinelands Commission is now seeking assistance to apply an additional three million four hundred fifteen thousand dollars (\$3,415,000) of the Fund's proceeds toward acquisition.

The Permanent Land Protection Committee (PLP) of the Pinelands Commission has outlined a distribution method for the Land Acquisition Program of the Fund. Section 502 of the 1978 National Parks and Recreation Act authorized \$23 million for property acquisition in the Pinelands (this amount was later increased to \$40,500,000). The 502 Target Areas, approximately 100,000 acres officially designated by the Commission, represent ecologically and culturally critical areas where the Commission has focused preservation efforts since the creation of the Pinelands National Reserve. Approximately 30,000 acres remain to be preserved within the 502 Target Areas. Additionally, in 2001, Pinelands Commission staff investigated the Pinelands Area as a whole in an effort to determine the most sensitive environmental regions not yet permanently protected. As a result of this investigation, 20 Planning Areas were identified that warrant close examination and protection due to the presence of sensitive ground and surface water resources, threatened and endangered species habitat and unbroken forest cover. Following identification of the 20 Planning Areas, the Commission initiated detailed studies of two of these planning areas, the Southern Medford/Evesham and Toms River Corridor areas. A multi-agency task force appointed for each area guided these initiatives, and the studies resulted in identification of resource protection strategies that involved a range of land use zoning changes, stewardship, and acquisition recommendations. A map of these areas is attached to this Request for Proposals (*see Exhibit 1 – Potential Project Areas*).

This Request for Proposals also relates to land acquisition associated with the widening of the Garden State Parkway that has been proposed by the New Jersey Turnpike Authority. In order to avoid secondary impacts associated with this transportation project, the Turnpike Authority provided the Commission with funds to purchase land within the Pinelands Area in the immediate vicinity of Parkway Interchanges 58

and 69 to limit development potential that may be inconsistent with the Pinelands Comprehensive Management Plan¹. The project facilitator will assist the Commission to accomplish this land acquisition.

The recommended allocation of the Land Acquisition Program Fund is as follows:

- 18 Planning Areas and 502 Target Areas, the Medford/Evesham and Toms River Planning Areas..... \$2,000,000
- Contingency..... \$500,000
 - a. Priority to projects in Preservation Area District, Special Agricultural Production, Agricultural Production and Forest Areas
 - b. To supplement highly significant projects in 18 Planning Areas and 502 Target Areas, the Medford/Evesham and Toms River Planning Areas
- Projects in Cape May County must account for 8%, or \$200,000 of the total (\$2,500,000)

The \$2,500,000 that is currently available from the Land Acquisition Fund can pay for up to one third of acquisition costs. If this matching goal is reached, the Permanent Land Protection Committee anticipates that approximately \$7.5 million will be spent on land protection through the Land Acquisition Program.

- Grant can match private, local, state, federal and non-profit dollars
- Grant can protect land with fee simple purchase or less than fee interest

- Specific acquisition pursuant to a 2008 agreement between the Commission and the New Jersey Turnpike Authority (*Note*: these funds can cover 100% of acquisition costs)..... \$915,000

III. Scope of Work

The Pinelands Commission is seeking the services of a program facilitator to work with the Pinelands Commission to administer the Land Acquisition Program. In order to perform effectively the individual tasks described below, the selected consultant must understand New Jersey's land use, real estate and tax laws and become familiar with the provisions of the Pinelands Comprehensive Management Plan, particularly those pertaining to the Pinelands Management Area designations, density transfer, the Pinelands Development Credit program, and land preservation. Familiarity with land preservation programs at the local, state and national level is helpful.

To achieve the goals outlined in Section II, the program facilitator will seek out land preservation projects. Specifically, the program facilitator shall:

1. Identify land preservation opportunities in selected geographic areas.

The consultant must rely upon his or her own expertise and contacts with various organizations to identify those properties ripe for preservation. Non-profit or governmental organizations may also have identified suitable sites, but may not possess the necessary capital for closure. By whatever means available, the program facilitator shall identify those parcels fitting the goals set by the Commission and worthy of preservation. In addition, the facilitator must perform "due diligence" on each organization's ability to fund and manage projects. Only those projects with a capable permanent land steward shall be approved for funding. It is important to note that the program facilitator's organization will not be eligible to receive acquisition funds.

2. Present recommendations to Permanent Land Protection Committee.

At least every six (6) months, or more frequently if needed, the program facilitator shall make a formal presentation to the Permanent Land Protection (PLP) Committee of the Pinelands Commission recommending those sites for land acquisition and protection in accordance with the goals enumerated in Section II. Though the PLP Committee shall decide which projects to fund and the amount of the

¹ The agreement between the Pinelands Commission and the New Jersey Turnpike Authority relative to land acquisition associated with the widening of the Garden State Parkway is confidential, the specific terms of which can only be released following execution of an agreement for services between the selected project Facilitator and the Commission.

funds that will be allocated for acquisition of parcels within the Planning and Target Areas, and the Commission shall approve all Contingency projects proposed outside Planning and Target Areas, the program facilitator must recommend a specific amount of funding for each project. The program facilitator must also provide justification for any particular project that deviates from the suggested maximum one-third contribution from the Pinelands Conservation Fund. The funding recommendation must be based upon the Fair Market Value (FMV) of the land.²

3. Close the deal.

After funding has been approved for a specific project, the program facilitator must work with multiple organizations to assist them in finalizing the acquisition with all due speed. Once the land is purchased, the contract purchaser shall submit a package (package requirements to be finalized with the assistance of program facilitator but, at a minimum, shall include a Deed of Conservation Restriction executed by the entity(ies) acquiring the land, *see Exhibit 2 for sample Deed of Conservation Restriction*) to the Pinelands Commission for reimbursement. If the subject land has not been purchased within a reasonable period of time as determined by the PLP, that particular project shall be re-examined and the money may be re-allocated to other projects.

Forming a coalition among numerous organizations, potentially private and public, to permanently preserve land can be a time-consuming and complex process. Once the coalition is formed, and the funding approved, the program facilitator must keep the coalition together and bring the purchase to closing. Payments to the facilitator pursuant to his/her contract with the Pinelands Commission shall be made after land purchases are completed and shall be proportionate to the amount disbursed from the Pinelands Conservation Fund for the land purchase(s).

4. Seek opportunities to match available financial resources

The program facilitator will identify and evaluate new or existing programs that may be available through federal, state, county, and non-profit land preservation agencies and assist the Commission to make application to such agencies, as may be required, in order to:

- Use funds that may be available through such programs as a match to maximize financial resources that are available from the Pinelands Conservation Fund; and,
- Apply innovative approaches to acquire and preserve open space through programs other than the Pinelands Conservation Fund

5. Project Coordination:

This is the second phase of the Land Acquisition Program under the Pinelands Conservation Fund. All of the funds appropriated under the first phase of the program have yet to be expended and acquisition activities under this first phase are still underway. Consequently, the facilitator hired by the Commission to perform the services described under this RFP shall meet with the first-phase facilitator to coordinate project solicitation described in Task 1, above, and interagency coalition building and coordination described in Tasks 3 and 4, above, to avoid duplication of effort and to maximize the use of available financial resources. Commission staff shall arrange one coordination meeting between project facilitators following contract award under this RFP and periodic coordination meetings thereafter.

IV. Evaluation Factors for Award

The Pinelands Commission will apply the following criteria to evaluate the Proposals for the Program Facilitator:

1. Personnel Experience (Relative value: 5) - The selected consultant must provide the Pinelands

² Fair Market Value (FMV) shall be demonstrated by one independent FMV appraisal for lands or land interests valued at Two Hundred Forty Nine Thousand Nine Hundred Ninety Nine Dollars and Ninety Nine cents (\$249,999.99) or less, and two independent appraisals for lands or land interests valued at Two Hundred Fifty Thousand (\$250,000) dollars or more. All appraisals shall include a base map or documentation of land utilization factors, including freshwater and tidal wetlands, riparian claims, steep slopes, municipal zoning and land use regulations, ownership and legal/physical access. The value of any State riparian lands or tidal claims shall be deducted from the anticipated purchase price for the project.

Commission with documentation to substantiate prior successful experience and expertise in land acquisition programs. Consultants should highlight their experience in facilitation and project management. Knowledge of and experience with New Jersey land use and environmental protection laws and regulations is important. Familiarity with, or the ability to comprehend, the land preservation programs of the seven Pinelands Area Counties and fifty-three Pinelands Area municipalities should also be addressed. Consultants must clearly identify the roles and responsibilities of all proposed project personnel. A résumé and other professional and academic credentials, awards and forms of recognition for all proposed project personnel must be included as an attachment to the proposal (résumés are limited to 2 pages per staff member). Consultants must also provide the names and phone numbers of at least two references that the Commission may contact.

2. *Project Approach* (Relative value: **2.25**) - The selected consultant will provide the Pinelands Commission with the range of services necessary to complete each of the tasks in a timely fashion. Consultants must describe his or her approach to undertaking the project as outlined in the foregoing Scope of Work. Outlined approaches must demonstrate creativity and flexibility. Consultants must also identify specifically how he or she will work with local, regional and national organizations, as well as individual landowners. The Land Acquisition Program of the Pinelands Conservation Fund will need to be managed creatively if one is to maximize use of three million four hundred fifteen thousand dollars (\$3,415,000). If the consultant is not located within the Pinelands region or the surrounding metropolitan area, the proposal must describe how communications and work will be accomplished in a timely and cost-effective manner.

3. *Proposal Cost* (Relative value: **2.75**) - The Pinelands Commission will also consider the consultant's proposed fee to complete the required tasks. The consultant's fee for services for this project must cover expenses for services, transactional costs, supplies, travel, copying, postage, telephone, etc. The consultant shall present the fee for services as a total dollar value and as a percentage of the total amount of Pinelands Conservation funds available for land acquisition, stated in Section II above.

Compensation for services rendered in accordance with the scope of services outlined in Section III shall be a proportionate payment. The proportionate payment shall be calculated by multiplying the amount of the Pinelands Conservation Fund share of the total purchase price for each property by the fixed price percentage value.

V. Proposal Ranking

Responses to each of the four evaluation factors will be ranked as follows:

<i>Rank</i>	<i>Rank Value</i>
Good:	8 – 10
Average:	5 – 7
Marginal:	1 – 4
Unacceptable:	0

Total Proposal Score: The rank value for each evaluation factor will be multiplied by that factor's relative value to derive a weighted score. The weighted scores for each of the evaluation factors will then be added together, the sum of which shall be the overall proposal score, which shall not exceed 100.

VI. Conflict of Interest

This project requires an objective and unbiased approach to land preservation and resource protection. To prevent an appearance of subjectivity, any person, corporation, company, consortium, firm or entity and any associate, partner, agent or affiliate thereof that is currently, or was during the past 5 years, employed or retained by a developer, applicant, municipality or county in the Pinelands Area, may be prohibited from working on this contract if a conflict of interest is deemed to exist by the Pinelands Commission. Consultants must specify the type of project, client (municipality, developer, other), dollar value, and completion date for all work performed in the municipalities during the last five years. The Commission reserves the right to award the contract to a bidder who previously did work for a developer, applicant, municipality or county in the Pinelands Area if it determines that no current conflict of interest exists.

Additionally, and to further prevent an appearance of impropriety or subjectivity, any person, corporation, company, consortium, firm or entity and any associate, partner, agent or affiliate thereof awarded the contract resulting from this procurement will be precluded during the contract period from engaging in work for any developers active in the Pinelands Area or any person, corporation, company consortium, firm or entity located in or doing work for a developer, applicant, municipality or county in the Pinelands Area.

VII. Negotiation and Best and Final Offer (BAFO)

Following the opening of bid proposals, the New Jersey Pinelands Commission may, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the consulting services offered, the terms and conditions, and/or the price of a proposed contract award, with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bid proposals and, if necessary, select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the Pinelands Commission, price and other factors considered. The Committee shall not be required to contact all bidders to negotiate and/or to submit a BAFO.

In response to the Pinelands Commission's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original proposal in any revised proposal. However, any revised proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the Pinelands Commission's request for a BAFO, bidders may submit a revised proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised proposal that is higher in price than the original will be rejected as non-responsive and the original bid proposal will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and will prepare an Award Recommendation to the Executive Director. The Evaluation Committee's Award Recommendation will include the responsive bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the Pinelands Commission, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised bid proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award is issued.

VIII. Schedule for Questions and Award

Questions may be submitted requesting clarification or additional information about this RFP. All questions must be submitted in writing and received by the Commission no later than 1:00 p.m. on October 20, 2009. Questions may be sent by faxing them to the attention of Dawn M. Rago, (609) 894-7334 or emailing to purchasing@njpines.state.nj.us. Written responses to all Questions in the form of addenda will be posted on the Pinelands Commission website (<http://www.nj.gov/pinelands/>) on or before 1:00 p.m. on October 23, 2009.

Proposals are due to the Commission no later than 1:00 p.m. on Friday, October 30, 2009 at which time they will be opened and read.

The Pinelands Commission anticipates distributing notification of intent to award for this proposal by November 20, 2009 and awarding the contract by January 15, 2010.

IX. Instructions for Preparing Proposals

In addition to the information specified in Section III above, the following documents must be included with your bid submission or may be a cause for rejection of the **Bid Proposal**:

- The consultant shall complete and submit the Request for Proposal cover page. This page must be signed (in ink) and dated. If issued, a signed verification of receipt of addenda must be included.
- New Jersey State Business Registration Certificate, the bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. If a sub-contractor is used, they also must provide proof of a valid New Jersey Business Registration Certificate.
- Source Disclosure Certificate - Attachment A-2
- Ownership Disclosure – Attachment A-4

The following documents must be submitted before Contract Award. Bidders are strongly encouraged to submit these documents with the Bid Proposal:

- Non-Collusion Affidavit - Attachment A-3
- Affirmative Action - Attachment A-5
- MacBride Principals Certification - Attachment A-6
- W-9 - AttachmentA-8
- Chapter 51/117 - AttachmentA-9

Bid proposals must remain valid for a period of 180 **days** from **Bid Opening** date.

While consultants are not required to follow a standard format in preparing their proposals, they are encouraged to structure their response in accordance with the evaluation criteria. Proposals should be as succinct as possible, limited to those items with direct relevance to the Scope of Work and the evaluation factors for award. Five (5) copies of the Proposal must be provided. **One proposal must be manually signed and labeled “original”.** **The Request for Proposal (RFP) number must appear on the outside envelope used to mail the proposal.** A letter addressed to John C. Stokes, Executive Director, with the proposal must be received by the Pinelands Commission no later than **1:00 p.m. (prevailing Eastern) on October 30, 2009**, and should be sent to the attention of:

Purchasing, Dawn M. Rago
Pinelands Commission
15C Springfield Rd
PO Box 7
New Lisbon, NJ 08064

Attachments

Attachment A-1

New Jersey Pinelands Commission Terms and Conditions

Attachment A-2

Source Disclosure Certification

Attachment A-3

Non-Collusion Affidavit

Attachment A-4

Ownership Disclosure Statement

Attachment A-5

Affirmative Action Regulations

Attachment A-6

Mac Bride Principles Certification

Attachment A-7

No Bid Response Form

Attachment A-8

W-9

Attachment A-9

Chapter 51/Executive Order 117

ATTACHMENT A-1

NEW JERSEY PINELANDS COMMISSION

TERMS AND CONDITIONS

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey Pinelands Commission as a result of this Request. Refer to RFP/RFQ NO. (see Request for Proposal/Quotation cover page) in all written and verbal correspondence.

1. **LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed, including but not limited to Anti-Discrimination Laws (N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38); The Workers and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.); Corporate Authority (N.J.S.A. 14A: 1-1 et seq.); Americans with Disabilities Act (42 U.S.C. §12101, et seq.); Set-Off for State Taxes and Child Support (N.J.S.A. 54:49-19, 20); Prompt Payment Act (N.J.S.A. 52:32-32 et seq.); and Compliance of Codes (New Jersey Uniform Construction Code {NJUCC}, NEC70, B.O.C.A. Basic Building Code, OSHA and must be responsible for securing and paying for all necessary permits where applicable.

2. **STATE LAWS** - Any contracts and/or orders placed as a result of this proposal shall be governed and construed in accordance with the laws of the STATE OF NEW JERSEY.

3. **LIABILITY-COPYRIGHT** - The contractor shall hold, save the State of New Jersey Pinelands Commission, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

4. **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey Pinelands Commission and its employees from and against any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

5. **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as follows:

a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. Broad Form Comprehensive General Liability
2. Products/Completed Operations
3. Premises/Operations

The Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance, which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury, Each Occurrence
- \$100,000 Disease Each Employee
- \$500,000 Disease Aggregate Limit

The insurance certificates effectuating these coverages must provide for thirty (30) day written notice to the attention of the Director, Division of Purchase and Property prior to cancellation. The vendor/contractor shall, upon the Pinelands Commission's request, provide current certificates of insurance for all coverages and renewals thereof.

6. **PERFORMANCE GUARANTEE OF VENDOR** - The vendor certifies that:

- a. The equipment offered is standard new equipment, is in current production and the latest model of

regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. All equipment supplied to the Pinelands Commission and operated by electrical current is UL listed where applicable.

c. For all equipment purchases, the vendor shall provide the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material, which is rejected to failure to meet the requirements of the contract.

d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

e. All services rendered to the Pinelands Commission shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the Pinelands Commission is rendered.

f. All goods and services to be provided are warranted and fit the particular purpose for which the using agency solicits this quotation.

7. BRAND NAME ALTERNATIVES - Brand names and/or descriptions used in this proposal are to acquaint vendors with the type of commodity desired and will be used as a standard by which alternate or competitive materials will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the vendor in an accompanying letter. In the absence of any changes by the vendor, it will be presumed and required that material as described in the proposal be delivered.

8. PRICE QUOTATIONS - Insert prices for furnishing all or any portion of the goods or services described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.

9. TAX CHARGES - The State of New Jersey Pinelands Commission is exempt from State sales or use taxes and Federal excise taxes, and they must not be included in the proposal price or invoice.

10. PAYMENT - Payments will only be made against vendor's invoices. All goods and services are to be billed at the prices quoted. Payment will be made within sixty (60) days of receipt of invoice or certification that goods and/or services have been received, whichever is later.

11. CASH DISCOUNTS - Vendors are encouraged to offer cash discounts based on expedited payment by the Pinelands Commission. The Pinelands Commission will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest quote.

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a proper invoice.

b. The date on the check issued by the Pinelands Commission in payment of that invoice shall be deemed the date of the Pinelands Commission's response to that invoice.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST - All contracts or purchase agreements made with the State of New Jersey Pinelands Commission must comply with N.J.S.A. 52:13D-12 et seq., concerning standards prohibiting conflicts of interest on the part of public officials, and Executive Order No. 189 (1988) relating to the solicitation and/or payment of any fee, commission, compensation, gift, gratuity or other thing of value by a vendor to a public official to secure favored treatment. The provisions of N.J.S.A. 52:13D-12 et seq. and Executive Order No. 189 (1988) will be included on the purchase order issued to the award-winning vendor.

13. AFFIRMATIVE ACTION - If awarded a contract your company/firm will be required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

14. BUSINESS REGISTRATION CERTIFICATE – Effective September 1, 2004 all contractors and subcontractors providing goods/services to State Agencies are required to provide the contracting agency with proof of registration with the State of New Jersey, Department of the Treasury, Division of Revenue. This proof is to be submitted in the form of a Business Registration Certificate.

15. PUBLIC LAW 2005, CHAPTER 271- In order to safeguard the integrity of State government procurement by imposing restriction to the award of contracts from political contributions that pose the risk of

improper influence, purchase of access, or the appearance there of, Public Law 2005 Chapter 271 was created. In definition this requires the vendor or entity to report all Contributions made in the twelve (12) months prior to and including the date of signing of the Certification and Disclosure to: (i) any State, County, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

16. COMPLIANCE WITH REQUIREMENTS OF NJSA 52:34-13.2. -

A. NJSA 52:34-13.2 requires that all contracts that are "primarily for the performance of services" shall be performed within the United States. This provision applies to all contractors and sub-contractors performing such contracts for the State. This provision is not applicable to a contract that is "primarily for the performance of services" if:

- the Executive Director, of the New Jersey Pinelands Commission, certifies in writing a finding that the service cannot be provided by a contractor or sub-contractor within the United States; or
- the Executive Director, of the New Jersey Pinelands Commission, certifies in writing that the inclusion of the provision set forth within the statute for a contract would violate the terms, conditions, or limitations of any grant, funding or financial assistance from the federal government or any agency thereof.

B. SOURCE DISCLOSURE REQUIREMENTS -Pursuant to NJSA 52:34-13.2, all vendors seeking a contract with the State of New Jersey must disclose:

- The location by country where services under the contract will be performed; and
- The location by country where any subcontracted services will be performed.

Accordingly, the vendor should submit the Source Disclosure Certification Form filled out with the sourcing information required for it and any proposed subcontractor under the contract with the State of New Jersey Pinelands Commission. If the information is not submitted with the vendor's proposal, it shall be submitted within five (5) business days of the Pinelands Commission's request for the information.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE PINELANDS COMMISSION SHALL PRECLUDE AWARD OF A CONTRACT TO THE VENDOR.

C. BREACH OF CONTRACT

A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause.

17. POST EMPLOYMENT RESTRICTIONS OF THE NJ CONFLICTS OF INTEREST LAW

Firms are advised to be aware of Post Employment restrictions for former Pinelands Commission employees who may be utilized for work under this proposed contract. Failure to comply with this law may result in disqualification from the Project. Please refer to NJSA 52:13D-17, which states:

No State officer or employee or special State officer or employee, subsequent to the termination of his office or employment in any State agency, shall represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, or agree to represent, appear for, negotiate on behalf of, or provide information not generally available to members of the public or services to, whether by himself or through any partnership, firm or corporation in which he has an interest or through any partner, officer or employee thereof, any person or party other than the State in connection with any cause, proceeding, application or other matter with respect to which such State officer or employee or special State officer or employee shall have made any investigation, rendered any ruling, given any opinion, or been otherwise substantially and directly involved at any time during the course of his office or employment. Any person who willfully violates the provisions of this section is a disorderly person, and shall be subject to a fine not to exceed \$1000.00 or imprisonment not to exceed six

months, or both.

In addition, for violations occurring after the effective date of P.L. 2005, c.382, any former State officer or employee or former special State officer or employee of a State agency in the Executive Branch found by the State Ethics Commission to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 nor more than \$10,000, which penalty may be collected in a summary proceeding pursuant to the "Penalty Enforcement Law of 1999," P.L. 1999, c.274 (C.2A:58-10 et seq.).

18. **PREVAILING WAGE ACT**- The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the New Jersey Pinelands Commission except those contracts, which are not within the contemplation of the Act. The bidders signature on the proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contactor Registration Acts; the bidder's signature on the proposal is also his guarantee that he will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

ATTACHMENT A-2

N.J.S.A. 52:34-13.2 CERTIFICATION

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Purchase Order Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the by the Pinelands Commission, an independent political subdivision of the State of New Jersey created pursuant to Section 4 of the Pinelands Protection Act, N.J.S.A. 13:18A-1 et seq., in accordance with the requirements of N.J.S.A. 54:34-13.2.

The following is a list of every location where services will be performed by the contractor and all subcontractors.

Contractor and/or Subcontractor	Description of Services	Performance Location(s) by COUNTRY

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Executive Director, Pinelands Commission, (hereinafter the "Executive Director") the entity issuing the purchase order.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Executive Director, Pinelands Commission, that the services can not be performed in the United States, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section number 17 of the New Jersey Pinelands Commission Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Pinelands Commission to accept a bid proposal or quote, with knowledge that the Pinelands Commission is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____
[Name of Organization or Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

ATTACHMENT A-3

NON-COLLUSION AFFIDAVIT

TO: The Pinelands Commission

I, _____ residing in _____
(Name of affidavit) (Name of Town)
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 bid proposal
entitled _____, and that I executed the said proposal with full
(Proposal Name)

Authority to do so, 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 New Jersey Pinelands Commission 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 Firm)

(Signature)

Type or print Name)

Attachment A-4

OWNERSHIP DISCLOSURE FORM				
<p>INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.</p>				
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
<p>INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.</p>				
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
COMPLETE ALL QUESTIONS BELOW				
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	YES	NO		
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____	_____		
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____	_____		
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____	_____		
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i>	_____	_____		
<p>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 acknowledge that the State of New Jersey 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 State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.</p>				
<p>I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.</p>				
COMPANY NAME: _____				_____ (Signature)
ADDRESS: _____	PRINT OR TYPE {			_____ (Name)
_____	{			_____ (Title)
FEIN/SSN#: _____				Date: _____

ATTACHMENT A-5

AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C.127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P. L. 1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent: This could have a cost associated with its compliance to the State of New Jersey bidder is responsible for obtaining this information.

1. A photocopy of a valid letter from the U. S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
2. A photocopy of approved Certificate of Employee Information Report.
3. An affirmative Action Employee Information Report (Form AA302).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

All bidders must answer the following questions:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES _____ NO _____
2. Do you have a Certificate of Employee Information Report Approval from the State of New Jersey?
YES _____ NO _____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NAME (print): _____

ATTACHMENT A-6

**MacBRIDE PRINCIPLES CERTIFICATION
NOTICE TO ALL VENDORS
REQUIREMENT TO PROVIDE CERTIFICATION
IN COMPLIANCE WITH MacBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c.a34, a responsible bidder selected, after public bidding, by the New Jersey Pinelands Commission, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, the Pinelands may determine, in accordance with applicable law and rules, that it is in the best interest of the Pinelands Commission to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Pinelands Commission find vendors to be in violation of the principles which are the subject of this law; they shall take such action as may be appropriate and provided for by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages or declaring the party in default.

I certify, pursuant to N.J.S.A. 52:34-12.2, the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control: or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride Principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of Bidder

Name/Title

Dated: _____ Company Name: _____

ATTACHMENT A-7

NO BID RESPONSE FORM

Bid or Quote Name and
Number _____

Bid or Quote Opening Date: _____

If you decide not to submit a bid or quote, won't you please complete the following?

We are not submitting a bid for the following reason(s)?

___ Can not comply with specifications

___ Unable to meet Delivery

___ Can not comply with terms/conditions. (Please state which ones.)

___ Do not sell/manufacture type of items involved.

___ Not interested at this time.

___ We do ___ do not ___ want to remain on the mailing list for future bid.

Other: _____

Please make any changes, if necessary.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person _____ Title: _____

Telephone Number _____ Fax Number: _____

**Please return to the above address attention to Dawn M. Rago by Fax 609-894-7334

ATTACHMENT A-8

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	--	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT-9

Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions

For AGENCY USE ONLY	
General Information	
Solicitation, RFP or Contract No. _____	Award Amount _____
Description of Services _____	
Agency Contact Information	
Agency _____	Contact Person _____
Phone Number _____	Agency Email _____

Part 1: Vendor Information

Full Legal Business Name _____
(Including trade name if applicable)

Business Type Corporation Limited Partnership Professional Corporation General Partnership
 Limited Liability Company Sole Proprietorship Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind _____)	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) I am certifying on behalf of the above-named business entity only.
- (C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____
Phone Number _____ Date _____
Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

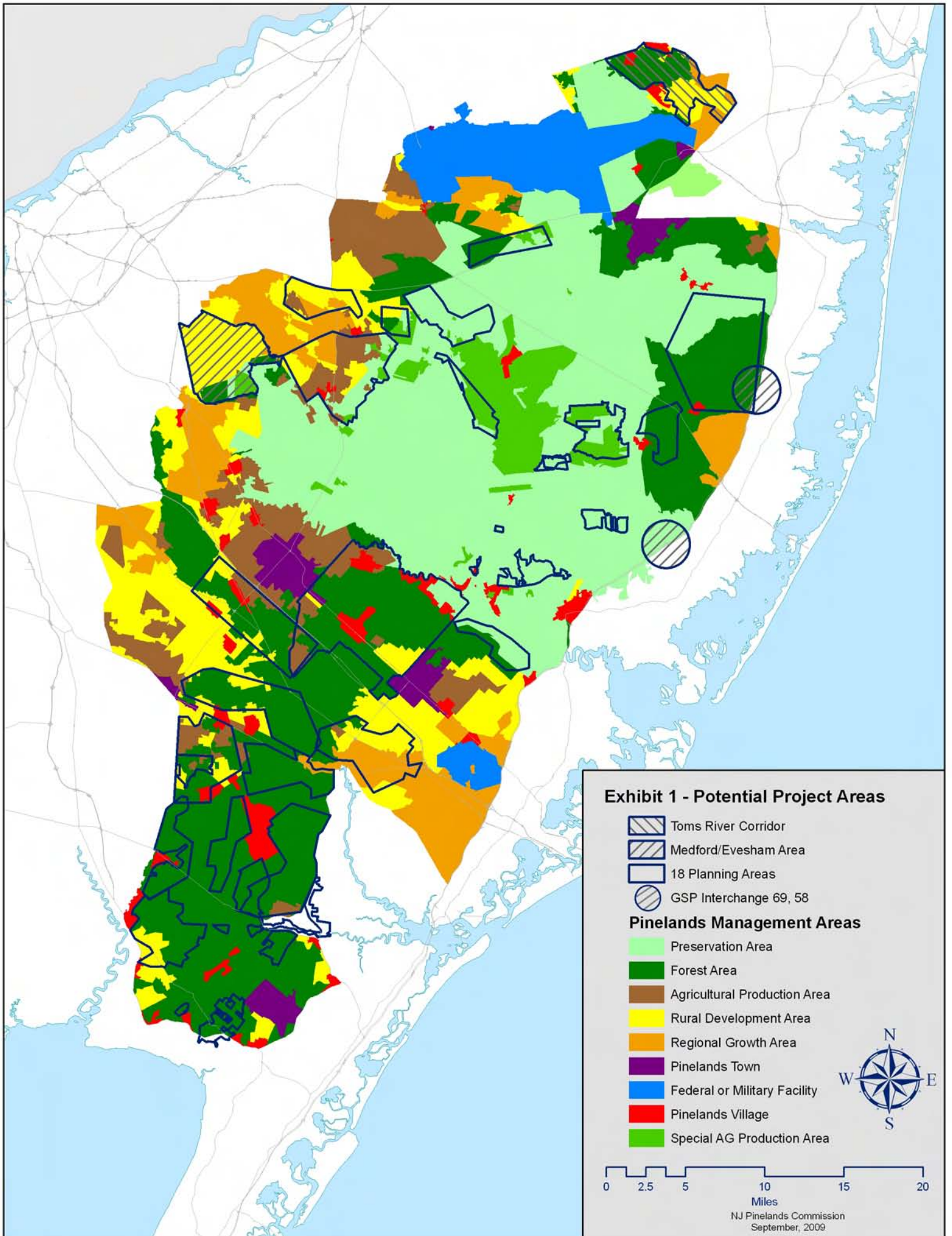


Exhibit 1 - Potential Project Areas

-  Toms River Corridor
-  Medford/Evesham Area
-  18 Planning Areas
-  GSP Interchange 69, 58

Pinelands Management Areas

-  Preservation Area
-  Forest Area
-  Agricultural Production Area
-  Rural Development Area
-  Regional Growth Area
-  Pinelands Town
-  Federal or Military Facility
-  Pinelands Village
-  Special AG Production Area



Exhibit 2

PREPARED BY

Signature

Typed or Printed Name

DEED OF CONSERVATION RESTRICTION

THIS INDENTURE dated _____, 200__

Made by:

(Name(s) and addresses of landowner(s))

(hereinafter referred to as GRANTOR);

In favor of The State of New Jersey, Department of Environmental Protection, a principle Department in the Executive Branch of the State of New Jersey, having an address at 401 East State Street, New Jersey (hereinafter referred to as GRANTEE.)

This transfer is made for no monetary consideration.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known and designated as Block ____, Lot ____, on the tax map of the Township of _____, County of _____, State of New Jersey (hereinafter the "Property"), which property is described in the Schedule A annexed hereto and incorporated herein by reference; and

WHEREAS, the Grantee is a principal Department of the Executive Branch of State Government charged with the responsibility to formulate comprehensive policies for the conservation of the natural resources of the state, including protection of threatened and endangered species and their associated habitat, the promotion of environmental protection and the prevention of pollution of the environment of the State (N.J.S.A. 13:1D-9); and

WHEREAS, the purposes of this Deed of Conservation Restriction include:

- a. that the Property will be retained in its natural, scenic, open and existing state, in perpetuity, subject only to the specific rights reserved to the Grantor herein;

- b. that the natural features of the Property will be respected and preserved to the maximum extent consistent with Grantor's exercise of the rights expressly reserved to Grantor herein;
- c. that the Property will be forever protected and preserved in its natural, scenic, open and existing state free from all activities that might damage, compromise or interfere with the ecological diversity, natural beauty or resource quality, or with the natural processes occurring therein; and
- d. the prohibition of any use of the Property that will significantly impair or interfere with the conservation values of the Property or would be inconsistent with the provisions of the Pinelands Comprehensive Management Plan (the "Plan"), codified at N.J.A.C. 7:50.

WHEREAS, Grantor desires and intends to prohibit development activities in, on, and/or under the Property, in perpetuity, pursuant to the terms, covenants, conditions and restrictions set forth herein so that the Property will be protected and remain in its natural state; and

NOW THEREFORE, in consideration of the foregoing and the agreements, terms, covenants, conditions and restrictions contained herein, Grantor, for itself, its successors and assigns hereby declares that Grantor's Property shall be held, transferred, sold, conveyed, leased and occupied subject to the following covenants, conditions, obligations and restrictions hereafter set forth:

1. Except as specifically set forth herein, the following activities shall not be conducted, performed, or take place in, on, above, under or beneath the Property:
 - a. The construction, placement, building, installation, erection, assembly, manufacture, fabrication, alteration, enlargement, renovation or replacement of any building, structure, or pavement;
 - b. Any disturbance or alteration of the surface topography and natural features of the Property;
 - c. Clearing, cutting, destruction or removal of any tree cover, tree limbs, trees, shrubs, plants, vegetation or other plant material, except that dead, fallen, diseased or infected tree limbs or other vegetation that poses a health or safety hazard may be trimmed or removed;
 - d. The planting of any invasive or non-native plant species;
 - e. Processing, storage, disposal, spreading, placing or dumping of refuse, rubbish, debris, dredge spoils, chemicals, hazardous

materials, animal waste, fertilizers, herbicides, pesticides, fungicides, abandoned vehicles or other refuse or offensive materials;

- f. Placement, installation, dumping, side casting of any soils or other substances or materials as fill or the stockpiling of soils or other substances or materials on the Property;
- g. Use of the Property by automobiles, trucks, all-terrain vehicles, trail bikes, motorcycles, snowmobiles or other motorized vehicles;
- h. Use of the Property for commercial or industrial uses;
- i. Mining, quarrying, drilling, extraction, excavation, dredging, extraction or otherwise removing loam, peat, turf, soil, gravel, sand, coal, rock, mineral, petroleum, natural gas, or other natural resources from the Property; and
- j. Other activities, uses, disturbances or development that could be detrimental to continuation of the Property in its natural state.

2. Grantor, for itself, its successors, transferees, or assignees, agrees to leave the Property unmolested and in their natural state.

3. Notwithstanding any provision of this Deed of Conservation Restriction, the Property may be utilized for:

- a. soil and water conservation practices or management activities as may be necessary to preserve, enhance, create or restore habitat for plant or animal species and/or natural communities, provided that such practices and activities protect the conservation values associated with the Property, and provided further that these practices and activities are permitted by the Pinelands Commission in its sole and absolute discretion and undertaken in compliance with all relevant federal, state and local laws, rules, regulations, and ordinances including the Plan. These practices and activities may include, but need not be limited to: the removal of vegetation which poses a health or safety risk; the removal of invasive or successional plant species; the undertaking of ecological burning designed to preserve, enhance, create or restore habitat for specific plant or animal species and/or natural communities; and the preservation, creation, enhancement and management of the hydrological regime needed to sustain specific plant or animal species and/or natural communities; and

- b. impose terms, conditions, and restrictions upon the use of the Property which are in addition to, or more restrictive than, this Deed of Conservation Restriction, provided that any use of the Property will not substantially impair or interfere with the conservation values of the Property.

4. Grantor covenants that Grantor has done no act to encumber the Property other than impose this Deed of Conservation Restriction.

5. Grantor reserves to itself, its successors or assigns, all rights associated with ownership of the Property, including the right to engage in all uses of the Property not inconsistent with the terms, covenants, conditions, and restrictions of this Deed of Conservation Restriction and the requirements of the certified municipal land use ordinances and this Plan. Nothing contained herein shall be construed to interfere with the right of Grantor, its successors or assigns to utilize the Property subject to the terms and conditions of this Deed of Conservation Restriction.

6. Grantor, its successors, transferees, or assignees, shall not sell, lease, exchange, or donate the Property except to the State, federal government, a local government unit, or other qualified tax exempt, nonprofit organization. The Property shall remain subject to this Deed of Conservation Restriction after any conveyance.

7. To accomplish the purposes of this Deed of Conservation Restriction, the Grantor grants the Grantee and the Pinelands Commission, a special beneficiary to this Deed of Conservation Restriction, their employees, agents, representatives, successors, or assigns the following rights:

- a. To have access to and enter upon the Property at all reasonable times to inspect the Property and enforce the terms of this Deed of Conservation Restriction;
- b. In addition to the exercise of any statutory or common law right, the right to enforce this Deed of Conservation Restriction by means of any remedy provided for herein or available at law or equity, including but not limited to, enjoining any activity on, or use of, the Property that is inconsistent with the purpose of this Deed of Conservation Restriction;
- c. To require Grantor or third persons to restore the Property, or any portion thereof, as may be damaged by an inconsistent use or activity; and
- d. To protect and preserve the Property, and in connection therewith, to determine the consistency of any activity or use for which no express provision is made herein with the purposes of this Deed of Conservation Restriction.

8. This Deed of Conservation Restriction may be amended only by written instrument duly executed by Grantor, Grantee and the Pinelands Commission, their successors or assigns. Such modification shall not be effective until duly recorded with the Office of the Recorder of Deeds for Ocean County, New Jersey.

9. The terms and conditions of this Deed of Conservation Restriction shall be governed and construed in accordance with the laws of the State of New Jersey.

10. This Deed of Conservation Restriction and all rights and obligations incidental thereto, whether expressed or implied, shall be construed to be a covenant running with the land and shall be binding upon and inure to the benefit and be enforceable by any successor, transferee, or assignee to the parties hereto.

11. The terms of this Deed of Conservation Restriction may be enforced by any appropriate proceeding in law or equity in any Court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threat of violation or to recover damages and the failure or forbearance by any party benefited by these restrictions to enforce any covenant or restriction contained within this document or to exercise their rights hereunder in the event of any breach by the Grantor or any third persons for any period of time shall in no event be deemed a waiver or estoppel of the right thereafter to enforce the same or exercise a right hereunder

12. This Deed of Conservation Restriction shall be recorded in the Office of the Recorder of Deeds for Ocean County, New Jersey and a reference to this Deed of Conservation Restriction shall be contained in a separate paragraph of any future deed, lease, or document of transfer or conveyance, or any other legal instrument including or affecting the Property described in Schedule A or any portion thereof. Grantor shall give written notice to the Pinelands Commission of any such transfer or conveyance of interest in the Property prior to or within ten (10) days following such transfer or conveyance. Such notice shall include the name and address of the Transferee of such interest. Grantor shall provide a copy of this instrument to all subsequent Transferees of an interest in any part or all of a Property. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Deed of Conservation Restriction or limit its enforceability in any way.

13. The terms and conditions of this Deed of Conservation Restriction shall be governed and construed in accordance with the laws of the State of New Jersey and this Deed of Conservation Restriction constitutes a conservation restriction under and is subject to the New Jersey Conservation Restriction and Historic Preservation Act, N.J.S.A. 13:8B-1 et seq.

14. Should any covenant or restriction herein contained, or any subsection, sentence, clause, phrase or term of this Deed of Conservation Restriction be declared to

be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction, such a declaration shall not affect the validity of the remaining provisions which are hereby declared to be severable and which shall continue to remain in full force and effect.

15. The following exhibits are annexed hereto and shall form a part of this Deed of Conservation Restriction:

- Exhibit A:
- Exhibit B:
- Exhibit C: (etc.)

GRANTOR:

Attest”

By: _____
Witness

By: _____
GRANTOR

Dated: _____

ACKNOWLEDGEMENT

STATE OF NEW JERSEY :

SS

COUNTY OF _____ :

BE IT REMEMBERED, that on the ____ day of _____, 200__, before me personally appeared _____, who being duly sworn on his oath, deposes and makes proof to my satisfaction that her or she is the _____ of the Grantor; that the execution and the making of this Deed of Conservation Restriction has been duly authorized by proper resolution of the Grantor, and the seal affixed to this instrument is such corporate seal of the Grantor; and that this Deed of Conservation Restriction was signed and delivered by _____, _____, as and for the voluntary act and deed of said Grantor, in the presence of the deponent.

(signature)

Signed and Sworn to before me on this ____ day of _____, 200__

Notary Public
My Commission Expires: