# TOWNSHIP OF READINGTON

WHITEHOUSE STATION, NEW JERSEY 08889

MUNICIPAL BUILDING 509 ROUTE 523 WHITEHOUSE STATION, NJ 08889 PHONE: (908) 534-4051 FAX: (908) 534-5909



RICHARD J. SHEOLA TOWNSHIP ADMINISTRATOR/QPA

#### **NOTICE TO BIDDERS**

Notice is hereby given that Readington Township will receive sealed bids for a written agreement to **hunting clubs** granting permission to hunt deer for conservation and management purposes during the **2022-2023** hunting season on N.J.D.E.P. Green Acres-assisted, publicly-accessed property owned by the Township as follows:

## **Hunting Club Properties:**

Dreahook Road	Block 25	Lot 50
Pinebank Road	Block 55	Lot 13.51

The sealed bids will be received no later than **11:00 AM on Wednesday**, **July 13, 2022** at the Readington Township Administration Office, 509 Route 523, Whitehouse Station, NJ 08889. Bids will be opened in person at the Readington Township Municipal Building, 509 Route 523, Whitehouse Station, NJ 08889.

To be eligible to bid, a bidder must be a non-profit New Jersey unincorporated association or a New Jersey non-profit corporation and have a membership of at least five (5) members. Along with its bid, a Bidder shall supply the Township with a copy of its certificate of incorporation, or, if the association is not incorporated, then a copy of the articles of organization or by-laws. The successful bidder will supply, within three (3) business days from notification of award, a certificate demonstrating that it carries commercial general liability insurance with limits of at least \$1,000,000 per occurrence, and in the aggregate, naming the Township as an additional insured. All bids must be accompanied by a Bid Guarantee in the form of a Certified or Cashier's Check, payable to the Township of Readington, in the amount of ten percent (10%) of the amount bid or \$100, whichever is greater, must be submitted with each bid.

Detailed conditions and requirements for each bid and/or application (which are not fully set out in this advertisement), as well as a copy of the proposed written agreement which the successful bidder shall sign, are available from the Readington Township Administration Office, 509 Route 523, Whitehouse Station, New Jersey 08889 or the Township website at <a href="https://www.readingtontwpnj.gov">www.readingtontwpnj.gov</a>

All bids must be received prior to 11:00 AM on July 13, 2022 via certified mail or overnight delivery. Hand deliveries are accepted as well.

All bids and/or applications must be enclosed in a sealed envelope bearing the name and address of the Hunt Club and **Hunting Bid**, (**Street**, **Block and Lot**).

THE TOWNSHIP COMMITTEE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, to waive informalities and to award the agreement in the best interests of the Township.

Richard J. Sheola Township Administrator/QPA

Date: July 3, 2022

# INSTRUCTIONS TO BIDDERS FOR LICENSE TO HUNT ON CERTAIN TOWNSHIP PROPERTY

# XXX Road – Block XX, Lot XX

In accordance with the legal advertisement attached, and a resolution of the Township Committee of the Township of Readington (hereinafter "Township Committee" or "Township"), legal bids are requested by the Township Committee for a written license (that is, permission) to hunt game during the official New Jersey **2022-2023 hunting season** as they apply to the property involved in Readington Township, during the period from the date of the signing of a Hunting Agreement by the successful bidder and the Township, but not earlier than **September 10, 2022**.

To be eligible to be awarded a contract for the license to hunt, a bidder must comply with the following conditions:

- 1. The bidder must be a New Jersey non-profit corporation or an unincorporated non-profit association of New Jersey. The non-profit corporation must be in good standing with the State of New Jersey. As evidence, the bidder must submit a copy of its certificate of incorporation filed with the State of New Jersey and, *if incorporated for six months or more*, a copy of a "Good Standing Certificate" must also be included with its bid. A sample form of the Good Standing Certificate is included with these bid instructions. (Bidder can obtain a Good Standing Certificate and a filed copy of the certificate of incorporation by ordering from the State of New Jersey, a title company or a search company). If the association is not incorporated, a copy of the organization articles or by-laws shall be submitted.
- 2. The bidder must have at least five (5) regular members and have no membership qualifications which are contrary to law.
- 3. The bidder must carry commercial general liability insurance with an insurance company with an "A" rating or better and such insurance must have limits per occurrence, and in the aggregate, of at least \$1,000,000. The successful bidder must submit a certificate of such insurance within three (3) business days from notification of award and must name the Township of Readington as an additional insured under such policy. If the Hunting Club does not provide certificate of insurance within three (3) business days from notification of award, the bid will be rejected. A sample form of insurance certificate is included with these instructions.
- 4. All bids must be accompanied by a Bid Guarantee in the form of a Certified or Cashier's Check, payable to the Township of Readington, in the amount of ten percent (10%) of the amount bid or \$100, whichever is greater, for each bid submitted.
- 5. Bids shall be submitted on the attached bid form. Bids, including the bid form and accompanying documents, are to be submitted in a sealed envelope marked "<u>Hunting Bid</u>, (insert name of road), Block (insert #), Lot (insert #)" on the outside.

Bids must be submitted to the Administrator before the time set for opening of bids. Bids which arrive after that time will not be considered. The Bid will be awarded to the highest Bidder. Action will be taken on the bids by the Township Committee within 21 days of the opening of the bids, and bids shall be considered firm for that period of time. However, the

Township reserves the right, insofar as is consistent with law, to reject any and all bids, to waive informalities and to award the agreement in the best interests of the Township.

- 6. Every member of the successful bidder's hunt club who intends to hunt on the property shall be subject to a background check by the Readington Township Police Department prior to being allowed to hunt on the bid property and must sign a consent form. A copy of the consent form is attached to the Hunting Agreement which is part of this bid package. Bidder may make copies of the form as needed to match the number of members who will be hunting as part of Bidder's hunt club and shall return the completed consent forms with the Hunting Agreement to the Township.
- 7. The successful bidder must enter into the Hunting Agreement in the attached form within two (2) weeks of the award of the Bid. The successful bidder must comply with all of the conditions and provisions in this Agreement, including furnishing the information and documents specified in Paragraph 7 of the Hunting Agreement, before the Agreement is signed.
- 8. No oral interpretations will be given to any bidder as to the meaning of the bid instructions or specifications or any part thereof. Any questions or requests for interpretations must be made **in writing** and addressed to: Richard Sheola, Administrator at the Township of Readington, 509 Route 523, Whitehouse Station, N.J. 08889 and must be received by the Township at least 12 business days prior to the date fixed for opening the bids to allow time for publication of any necessary addenda or revisions. Responses which constitute revisions or addenda to the specifications shall be published no later than five business days prior to the date fixed or opening of the bids in one of the official newspapers of the Township and shall be provided to any person who has submitted a bid or who has received a bid package in one of the following ways:
  - 1. in writing by certified mail;
  - 2. by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of submission and that the transmission was successful; or
  - 3. by a delivery service that provides certification of delivery to the sender.

#### **BID FORM**

	Road - Block , Lot
and form of F Committee of	orporation named below, having read the Instructions to Bidders, Notice to Bidders Junting Agreement, made available to prospective bidders by the Township Readington Township, herewith submits its bid for a license (that is, permission) in hunt game in accordance with the above documents.
	um of Dollars (\$)
is hereby bid	for the license to bow/shotgun hunt game in accordance with the bid documents.
Submi	itted with this bid are the following:
	Copy of Bidder's certificate of incorporation filed with the State of N.J. and Certificate of Good Standing, or, Bidder's articles of association, organization or by-laws. (The Certificate of Good Standing is required only if the Club has been incorporated for six months or more).
	Insurance certificate showing insurance coverage and naming the Township as an additional insured, as required by the bid documents, will be provided within three (3) business days from notification of award. If the Hunting Club does not provide certificate of insurance within three (3) business days from notification of award, the bid will be rejected.
	A list of members' names and addresses demonstrating that Bidder has at least five (5) regular members.
	Bid Guarantee in the form of a Certified or Cashier's Check, payable to the Township of Readington, in the amount of ten percent (10%) of the amount bid or

The undersigned hereby declares that they:

(A) have carefully reviewed the instructions and specifications of this bid;

I acknowledge receipt of the following addenda:

\$100, whichever is greater, for each bid submitted.

(B) have no questions about or objections to, the instructions or specifications, and how they are to be interpreted or construed and takes no exception to them. If there are questions or objections, they must be made in writing before the bid date.

I certify that the statements made by me are true to the best of my knowledge and belief knowing that the Township of Readington will rely on same and that if any of the above information I have given is recklessly or willfully false, I am subject to punishment.

Name of Hunting Club:	Name of bidder	
	(Signature of corporate officer authorized to sign this bid, if applicable)	
Date	(Printed name of the person signing above)	

ms-share/huntbid22/inst-general

# **HUNTING AGREEMENT**

### XXX Road - Block XX, Lot XX

<b>THIS AGREEMENT</b> , is made this d	ay of			
between the TOWNSHIP OF READINGTON, a municipal corporation and body politic, having its				
municipal offices at 509 Route 523, Whitehouse Station, N.J. 08889 (hereinafter referred to as the				
"Township"); and	, a non-profit corporation of the			
State of New Jersey, having its offices at	(hereinafter			
referred to as the "Hunting Club" and (if different) a mailing address of				
WITNESSETH:				
In consideration of the sum of \$	paid by the Hunting Club to the			
Township, together with the mutual promises, covenants and conditions contained in this Agreement				
and for the purposes of conservation of lands and management of white-tailed deer on New Jersey				
Green Acres-assisted public park lands as set forth in	the Project Agreement between the N.J.D.E.P.			
and the Township of Readington and applicable Green Acres regulations, the parties agree to perform				
and be responsible to each other as follows:				

1. **LICENSE TO HUNT:** The Township, subject to the terms of this Agreement, grants to the Hunting Club the exclusive license (that is, permission) to hunt white-tailed deer via bow and firearms during the official New Jersey hunting seasons, applicable to Readington Township, designated on the attached Schedule A, during the time period from the date of this Agreement through the **2022-2023 Hunting Season** only, on **XXX acres** of real property owned by the Township, located in the Township, lying along **XXX Road** and known as **Block XX, Lot XX** on the Tax Map of Readington Township (referred to below in this Agreement as the "Property"). While the Township will not grant any license or other rights to hunt white-tailed deer on the Property to any other organization or person, the Township shall not be responsible to the Hunting Club if any person or persons who are not members of the Hunting Club actually hunt white-tailed deer on the Property during the period of this license. This license is further subject to the rights of the public, as set forth in Section 5 below.

This license to hunt is granted solely for the period of the official New Jersey white-tailed deer hunting seasons, as they apply to Readington Township, during the period from the date of this Agreement through the 2022-2023 Hunting Season only, and for no other time period. The Hunting Club agrees to comply with this restriction. It is understood that a minimum quota of 0.20 antlerless white-tailed deer (does) per acre must be obtained by the close of the 2022-2023 white-tailed deer season. Should the minimum quota not be met, the Township reserves the right to disqualify the Hunting Club from bidding in the 2023-2024 season and/or reject or lower the priority of any bid submitted by the Hunting Club during the 2022-2023 season in the best interests, public health, safety and welfare of the Township. In the event that the Hunting Club reaches a quota of at least 0.30 antlerless white-tailed deer (does) per acre during the hunting season, the Hunting Club shall be entitled to renew this agreement for an additional one-year term at the same price set forth in paragraph 2 below. In addition to reporting required by the State of New Jersey, the Hunting Club shall also be responsible for simultaneously providing to the Township, its harvest confirmation numbers provided to the State via the online harvest reporting system within 24 hours of harvest as more specifically provided elsewhere in this Agreement. Notification of reporting and login information permitting access to the State's on-line reporting system shall be provided by the club to the

Township's Administrator Richard Sheola, unless another Township representative is subsequently and specifically designated in writing by the Township Administrator. If the Township is not able to successfully access the system on-line, the Township shall notify the Hunting Club which will then be responsible for providing said reporting information via hard copy.

- 2. **PAYMENT FOR LICENSE**: In consideration of this license to bow and shotgun hunt under the terms of this Agreement, the Hunting Club agrees to pay to the Township the sum of \$ XX payable at the time of signing of this Agreement.
- 3. **SECURITY DEPOSIT:** A security deposit in the amount of ten percent (10%) of the sum paid in Section 2 above shall be due and payable at the signing of this Agreement to guarantee the Hunting Club's performance in accordance with the terms herein. The security deposit shall be in the form of a money order, certified bank or cashier's check payable to the "Township of Readington" and shall be held in escrow by the Township Clerk during the term of the Agreement. In the event the Hunting Club "violates" (ie. fails to comply with) any of the terms of this Agreement, especially, but not limited to the conditions of use set forth in Section 5 below, the deposit may be released to the Township, at its option, in addition to any other remedies available under this Agreement or penalties prescribed by law. If no violations occur during the term of the Agreement, the funds shall be returned to the Hunting Club at the end of the term.
- 4. <u>SIGNAGE:</u> The Township shall be responsible for providing and posting hunting notices on the Property which is the subject of this Agreement. Prior to any hunting activities taking place, the Hunting Club shall cause its members to inspect the boundaries of the Property for which it has been awarded this license agreement in order to ensure that its members are able to view the hunting notification signs in the places where they have been installed by the Township. The Hunting Club shall have a continuing obligation to notify the Township of any missing or damaged signs during the term of this Agreement. If improper postings are discovered with respect to said signs, the Hunting Club shall be required to remove them immediately.

### 5. WHO MAY HUNT, QUIET HOURS/DAYS AND CONDUCT OF HUNTERS:

(A) Only members in good standing of the Hunting Club may hunt on the Property. Attached to this Agreement is a list of the names and addresses of all members in good standing of the Hunting Club, furnished by the Hunting Club, and only such persons, and any other persons who subsequently during the term of this Agreement become members in good standing of the Hunting Club and whose names and addresses are submitted to the Township Clerk prior to hunting on the Property, shall be permitted to hunt upon it. Each member who intends to hunt on the property shall be subject to a background check by the Readington Township Police Department. A copy of the consent form is attached hereto and a corresponding number of completed forms must be returned with the hunting agreement.

Persons who are so authorized to hunt shall at all times while they are on the Property: (a) carry personal photo identification; (b) a map of the Property showing the authorized hunting areas; (c) a Township letter of permission to hunt the Property, and (d) shall display a valid New Jersey bow, firearms and/or all around sportsman hunting license

(together with the proper hunting permit, if applicable). This identification shall be subject to verification upon request by the Readington Township Police or any other law enforcement agency having jurisdiction over the property. The Township Administrator or Clerk shall submit a map of the Property, together with the names of all permitted hunters on the Property to the Readington Township Police Department for use in enforcing this Agreement. Hunting shall take place during the term of this Agreement only during the official hunting seasons occurring during the term of this Agreement and any extension thereof.

(B) All persons hunting on the Property pursuant to this Agreement shall at all times hunt and otherwise conduct themselves in accordance with New Jersey Division of Fish & Wildlife regulations, New Jersey State laws and Township ordinances, rules and regulations; this shall include, but shall not be limited to: compliance with all laws and regulations pertaining to hunting equipment used, number and sex of white-tailed deer taken and hours and dates of hunting. In addition, all persons hunting shall observe the "quiet hours/days" set forth in subparagraph (B)(i) below. No Hunting Club member shall smoke on the Property or possess on the Property any alcoholic beverage or controlled dangerous substance or be under the influence of any of the same while on the Property. In addition to any penalty provided by law, a breach of this provision shall be a breach of this Agreement which shall render it voidable at the option of the Township.

#### (i) Quiet Hours/Days.

- 1. At all days and times, firearms hunting shall be prohibited between the hours of 10 a.m. and 3 p.m. except as follows:
  - a. Saturdays
  - b. During the 6-day firearm season (as determined by NJ Fish and Wildlife); and
  - c. On properties WITHOUT posted Township trails
- 2. Quiet hours and days do not apply to bow hunters.
- 3. At all times, hunting on Sunday is prohibited.
- (C) Persons using the Property pursuant to this Agreement shall use it solely for hunting white-tailed deer. **The hunting of other animals or game is strictly prohibited**. Hunters shall not interfere with any other use of the Property during the period of this license, which is authorized by the Township, including entry onto the Property by officials or employees of the Township or others entering the property with the Township's permission. The Hunting Club understands that *non-hunting visitors are allowed on public park lands open to hunting, in accordance with New Jersey Green Acres regulations*. The Township shall encourage non-hunting visitors to wear blaze orange and to confine visits to Sunday during hunting season. Non-hunting visitors shall be treated courteously.
- (D) Persons using the Property pursuant to this Agreement shall cause no damage to the Property or erect any fences or structures on it, except that portable, temporary elevated

white-tailed deer stands may be placed in trees upon the Property for hunting purposes provided that they *do not* contain "screw in" steps and are a minimum of 10' in height. Stands left in place shall be at the Hunting Club's and its members' own risk and the Township shall not be liable for any loss or damage to stands or persons using them, even if not members of the Hunting Club. Ground blinds are strictly prohibited except for disabled hunters, per par. I below.

- (E) Members of the Hunting Club understand and affirmatively acknowledge that the property which is the subject of this Agreement is subject to Green Acres Program rules and that they must comply with the Project Agreement between the State of New Jersey and the Township of Readington.
- (F) Members of the Hunting Club agree to be responsible for promptly burying the remains of any white-tailed deer "dressed" or cleaned in the field.
- (G) The placing of materials, objects or fill on the property, or attempting to "improve" the trails, or the placing of extraneous materials of any kind is prohibited.
- (H) All vehicles and/or ATVs are prohibited from entering the referenced property at any time. All white-tailed deer shall be manually removed from the property, unless the hunter is a verified disabled individual, as provided below in (I).
- (I) Disabled hunters, who prominently display on their ATV valid evidence of their handicapped status via a placard issued by the N.J. Motor Vehicle Commission, may remove white-tailed deer via ATV and may hunt from ground blinds with prior written permission from the Township. The Hunting Club shall be responsible for identifying which of its members may hunt under these provisions and ensure that the required information is provided to the Township. The Township's Wildlife Advisory Subcommittee shall be responsible for reviewing and approving the use of proposed ground blind(s) prior to such permission being granted.
- (J) A mandatory orientation meeting shall be held with the Hunting Club, the Wildlife Advisory Subcommittee and an authorized representative of the Township Committee prior to hunting season. No meetings with the Hunting Club shall take place unless a representative of the Readington Township Administration is present.
- 6. **INSURANCE:** During the term of this Agreement, the Hunting Club shall maintain, in full force and effect, the insurance coverages listed below:
  - (A) The Hunting Club shall provide the Township with a certificate of such insurance within three (3) business days from notification of award and must name the Township of Readington as an additional insured. If the Hunting Club does not provide the certificate of insurance within three (3) business days from notification of award, the bid will be rejected and the deposit forfeited. Such insurance coverage shall extend at least through the period of permission to hunt granted by this Agreement.
  - (B) Commercial liability insurance, including contractual liability insurance to cover the indemnity agreement set forth below, with a limit per occurrence, and in the aggregate, of at least \$1,000,000. The policy of such insurance shall be obtained from a company

with a rating of "A" or better, and such policy shall name the Township as an additional insured and shall identify the Property being hunted and covered by the policy.

- 7. **INDEMNITY AGREEMENT:** The Hunting Club shall indemnify, defend and hold harmless the Township from and against all claims, demands, suits and liability (including the reasonable cost of investigating and defending such) for personal injury, property damage, or death, arising out of, or incidental to, the use of the Property by the Hunting Club, or any of its members, or any of their guests, agents, invitees or permittees.
- 8. **REPORTING VIOLATIONS:** If either the Hunting Club or its members shall become aware of any violation of use of the Property during the term of this Agreement, they shall report it promptly to the Readington Township Police Department.

## 9. **HUNTING CLUB INFORMATION:**

- (A) The Hunting Club shall furnish the Township Clerk with (a) a corporate certificate of good standing of the Hunting Club from the New Jersey Secretary of State's Office, if applicable; (b) the name and address of the registered agent of the corporation which constitutes the Hunting Club, if applicable, and (c) the names, residence addresses and home telephone numbers of all of the officers and members of the Hunting Club. If any of such names, addresses, or telephone numbers should change during the term of this Agreement, then the new information shall promptly be provided to the Township Clerk.
- (B) The Hunting Club is required to take and submit a head-shot photo of all deer harvested on Township property, together with all appropriate harvest report details, including a NJ Division of Fish & Wildlife confirmation number, and be made within 24 hours to the program's online harvest reporting system or they will NOT count towards the quota. Timely and accurate reporting shall be a condition of the return of the security deposit referred to in paragraph 3 above.
- 10. **NO ASSIGNMENT:** Neither this Agreement, nor any portion of it, may be assigned by the Hunting Club.
- 11. **TERM OF AGREEMENT:** The term of this agreement is for one (1) year beginning on the date set forth above and ending on \_\_\_\_\_\_\_ unless extended in accordance with par. 1 above. Any requests for an extension shall be made in writing prior to the end date of the agreement and must be approved by the Township Committee at a regularly scheduled Township meeting. Provided the conditions for an extension have been met, such approval shall not be unreasonably withheld.
- 12. <u>AUTHORITY TO SIGN:</u> The parties have read and understand this Agreement fully. It has been signed and sealed in accordance with New Jersey law by the duly authorized corporate officers of the Township and of the Hunting Club; the form has been approved by N.J. D.E.P. Green Acres.
- 13. **RIGHT TO CANCEL AGREEMENT AND LICENSE:** The license granted to hunt the subject property shall be subject to cancellation at the option of the Township at any time, whenever such cancellation is deemed to be in the public interest, or int the event the Hunting

Club violates any of the terms herein, and in either case, at the sole discretion of the Township Committee of Readington Township. In the event of such cancellation, if the Hunting Club is not at fault or in default (ie. violation) of its obligations under this Agreement, the Hunting Club shall receive a pro-rata refund of the amount paid therefore, based upon the number of days left in the Agreement. However, if the Hunting Club is deemed by the Township to be "at fault" or "in violation" of the terms of this Agreement, the Township shall be entitled to retain the security deposit paid as set forth in Section 3 above.

In addition to the above, the Hunting Club understands and acknowledges that failure to comply with the conditions and obligations of this Agreement may result in the Hunting Club being prohibited in bidding on future agreements until all such outstanding conditions and obligations have been met.

ATTEST:	THE TOWNSHIP OF READINGTON
Karin Parker, RMC Municipal Clerk	By: Juergen Huelsebusch, Mayor
ATTEST/WITNESS:	
	By:





