

**INSTRUCTIONS TO BIDDERS FOR SALE OF THE
SYLVIA ROSENAUER ELEMENTARY SCHOOL BUILDING
AND RELATED PROPERTY
BY THE
JACKSON TOWNSHIP BOARD OF EDUCATION**

Invitation to Bid

- A. The Jackson Township Board of Education (hereinafter referred to as the “Board of Education” or “Board”) is seeking bids relating to the sale and use of the Sylvia Rosenauer Elementary School Building and related certain property located at 60 Citadel Drive, Jackson Township, New Jersey and as further described in the specifications herein.

The buyer will take possession of all Property at the location, except for personal property or non-fixed property owned by the Board of Education which may be removed from the site at the Board’s discretion prior to sale.

- B. Bids will be received in the Board’s Business Administrator’s office located at 151 Don Connor Blvd., Jackson, New Jersey 08572 on Thursday, November 14, 2024 at 10:00 a.m., prevailing time, at which time and place all bids will be publicly opened and read aloud.
- C. The entire Property is approximately 9.91+- acres in area and consists of two parcels located at or near Citadel Drive (Block 7111, Lot 20 and Block 7111, Lot 34).
- D. Any prospective bidder who requests changes or clarifications regarding any provision in the specifications shall file a request in this regard with the School Business Administrator no less than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the bid opening. Requests for changes or clarifications submitted after that time shall be void and shall have no impact whatsoever on the Board of Education or the award of a contract.
- E. Notice of revisions or addenda to the advertisement or bid specifications will be sent in writing no later than seven (7) days prior to the bid opening date, Saturdays, Sundays and holidays excepted. Said notice will be sent via certified mail, certified facsimile transmission, email transmission with read receipt, or delivery service to all persons who have picked up a copy of the bidding documents. It shall be the responsibility of the bidder to ascertain that he/she has received all amendments, revisions and clarifications prior to submitting his bid. Failure to receive notice of any amendment, revision or clarification when notice is sent or delivered shall not be considered failure by the Board to provide notice and shall not relieve a bidder from any obligation under his bid. All amendments, revisions and clarifications shall become part of the contract documents.
- F. The Board has set a minimum bid amount of \$18,500,000 for the purchase of the Property.

General Property Description

The School Building is located at Block 7111, Lot 34 of the Jackson Township Tax Map. The total Property consists of a combined 9.91+- acre site improved with a school. The building was originally constructed in 1962 with various improvements taking place in subsequent years as maintenance and/or modernization needs may have required. Within the past five (5) years, the following improvements have been made: (1) new boilers; (2) roofing; (3) security cameras; and (4) HVAC improvements. The building has been vacant since June of 2024. The building contains a total of 33,275+- square feet and consists of classrooms, offices, reception, commercial kitchen, and gymnasium. There are two (2) detached modular classrooms on site, consisting of an additional combined 2,620 square feet.

Block 7111, Lot 20 consists of 7.23 acres and is impacted by a 350-foot right of way easement to JCP&L. Lot 20 also consists of a paved parking lot, a gravel parking area and a basketball court on the western portion of the lot with the eastern portion undeveloped.

Most of the building is slab on grade. The original building is masonry frame. The modular classrooms are wood frame. The original building was built with a flat roof, the modular classrooms have mixed flat and pitched asphalt composition roof.

Water and Sewer are served by the local Municipal Utilities Authority. Electricity is provided by JCP&L, natural gas is provided by New Jersey Natural Gas.

Obligation of the Bidder

At the time of the opening of the bids, each bidder will be presumed to have inspected the Property and to have read and become thoroughly familiar with the Notice to Bidders, Instructions to Bidders, Bid Specifications and any other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document, or to visit the Property to review existing conditions, shall not relieve the successful bidder from the obligation to purchase the property from the Board of Education. A claim of mistake or omission will likewise not excuse a bidder from any obligation under its bid. The buyer is responsible for all due diligence of the site, including familiarization with all zoning requirements, property limitations or inspection requirements, if any.

Stockholder or Partnership Disclosure Statement

- A. Pursuant to P.L. 1977, Chapter 33 (N.J.S.A. 52:25-24.2), all corporations and partnerships shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria have been listed.
- B. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Board of Education.

C. A Stockholder Disclosure Statement is included as part of the bidding documents.

Pre-Bid Inspections

Pre-bid inspections of the property have been scheduled for the following dates: (i) Monday, October 14, 2024; (ii) Tuesday, October 15, 2024; (iii) Wednesday, November 6, 2024; and (iv) Tuesday, November 12, 2024. Bidders may inspect the property at their option. Inspection is not required but is strongly recommended. Bidders may review the Board’s asbestos management plan documents during ordinary business hours upon reasonable advance notice. Bidders shall hold the Board harmless against claims for injuries and/or damages which arise as a result of any inspection, examination or survey conducted. Bidders should take note, however, that the Agreement of Sale will not contain any inspection contingencies since the property is being sold “AS IS.” Therefore, any and all inspections and due diligence must take place prior to the submission of bids.

Preparation of Bids

- A. Bidders shall comply with the requirements contained in the Notice to Bidders, these Instructions to Bidders, Bid Specifications and any other bidding documents.
- B. All bidders must use and complete the following forms in their entirety and provide the following items in their bid submission:
 - 1. Bid Form (attached)
 - 2. Affidavit of Non-Collusion (attached)
 - 3. Stockholder or Partnership Disclosure Statement (attached)
 - 4. Bid Guarantee/Security
 - 5. Corporate Resolution (attached) (if applicable)
 - 6. Iran Contribution Disclosure Form (attached)
- C. Bids must be submitted on the form of proposal furnished by the Board of Education. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he/she is duly authorized to submit a bid on behalf of the corporation or partnership (See Corporate Resolution form included as part of the bid documents). The corporate seal should be affixed to the bid and other documents where required. No conditions, limitations or provision may be placed on a bid.
- D. Bids shall be submitted in a sealed opaque envelope marked on the front of the envelope as follows: “Public Bid for Purchase of the Rosenauer Elementary School.”
- E. No bid may be withdrawn for a period of sixty (60) days from the opening of the bids.

Bid Guarantee/Security

- A. Every bid must be accompanied by a bid guarantee in the form of a certified check, cashier's check or money order, payable to the Jackson Board of Education, in an amount equal to ten percent (10%) of the purchase price, but not in excess of \$20,000.00. All bid guarantees will be returned, upon request, within ten (10) business days after the bid opening date. The bid guarantees of the three highest bidders shall, however, be retained until either: (1) three (3) days after the Agreement of Sale is awarded and signed, or (2) all bids are rejected by the Board of Education. No interest will be paid on the bid guarantee while in the Board's possession.
- B. Since damages arising from either (a) the successful bidder fails to execute a Agreement of Sale of the Property when required, or (b) the successful bidder breaches the executed Agreement of Sale after all contingencies have been met, would be difficult to determine in event that either occurs, the successful bidder shall pay the sum of ten percent (10%) of the purchase price or \$20,000.00, whichever is less, as liquidated damages for failing to enter into said Agreement of Sale and/or for breach of the Agreement of Sale as specified more particularly therein. This sum will be in full settlement of all monetary damages. However, nothing contained herein shall preclude the Board from instituting a lawsuit against the successful bidder for specific performance.
- C. The bid guarantee shall be retained by the Board of Education as security for faithful performance of Buyer's obligations and shall be applied towards the initial deposit for the Agreement of Sale.

Board of Education Acceptance of Bid

- D. As required by N.J.S.A. 18A:20-7, with regard to the sale of property only, the Board will accept or reject the highest bid no later than the second regular meeting of the Board of Education following the bid opening. The Agreement of Sale, if awarded, shall be awarded to the highest responsible bidder. Whenever two or more bids are equal, the Board of Education has the absolute discretion to accept either bid.
- E. If the highest responsible bidder is not a resident of the State of New Jersey, then the bidder shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the Agreement of Sale. If the highest responsible bidder is a business but not a corporation of the State of New Jersey, then the awarding of the Agreement of Sale and payment of consideration thereunder is conditioned upon the bidder filing a certificate of doing business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A:13-1 et seq.
- F. The Board of Education reserves the right to waive any irregularity in the bidding process if it is in its best interest to do so, and further reserves the right to reject the highest bid made, which shall be made not later than its second regular meeting following the bid opening date. In the event that the Board refuses to accept or reject any such highest bid by that date, said bid shall be deemed to have been rejected. Additionally, the Board may

reject any bid if it determines it to be in the public interest to do so. No bid shall be deemed accepted until the adoption of a formal resolution by the Board of Education.

Political Contribution Disclosure

The Bidder is advised that it may have a responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Bidder is a business entity that receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Form of Agreement of Sale

The Agreement of Sale shall be completed and furnished to the successful bidder within three (3) days of the Board's acceptance of the bid, or such other time as the Board may direct.

Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-55 et seq. and N.J.S.A. 18A:18A-49.4, a person or entity listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran shall be ineligible to bid on, submit a proposal for, enter into or renew a contract with a State agency and other public entities, such as a board of education. Additionally, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract shall certify at the time the bid is submitted that the person or entity is not identified on the above-mentioned list as a person or entity engaging in investment activities in Iran. A form is included as part of the bidding documents.

SPECIFICATIONS FOR SALE OF ROSENAUER ELEMENTARY SCHOOL AND RELATED PROPERTY

Disclaimers

Bidders should note that all information provided herein is to the best of the Board's knowledge, and the Board does not guarantee the accuracy of the information. More particularly, bidders shall take note of the following:

- A. The Board has determined that the Property is no longer necessary for school purposes, a prerequisite to disposal of the property by way of a public sale. The Board and its members, servants, employees and/or agents have no special training, knowledge or experience with respect to the complexities pertaining to the multitude of structural, topographical and environmental components of the Property. For example, and not by way of limitation, the Board has no special training, knowledge or experience with regard to discovering and/or evaluating: physical defects including structural defects; roof; basement; mechanical equipment such as heating; electrical systems; sewage; plumbing; exterior drainage; and/or termite and other types of insect infestation or damage caused by such infestation. Moreover, the Board and its members, servants, employees and/or agents similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might affect the Property including, but not limited to, those conditions pertaining to the building such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers and toxic chemicals, or any other pollutants in the soil, air or water.
- B. The Board is in possession of an asbestos management plan which will be available for inspection by all bidders prior to the opening of bids. The plan indicates the presence of asbestos in certain portions of the building as detailed more specifically therein.
- C. The Board and its members, servants, employees and/or agents have no special training, knowledge or experience with respect to zoning ordinances or the permitted uses of the Property. No representations are made as to whether the property is properly zoned for the intended use by a bidder.
- D. Any and all representations and/or statements made by the Board shall not survive the closing of title on the Property. This means that the Board does not guarantee the condition of the Property after the deed and affidavit of title have been delivered to the successful bidder at the closing of title.
- E. The bid will be awarded, and the Agreement of Sale entered into, based on the knowledge of the parties as to the value of the land and whatever buildings are thereupon, and not on any representation made by the Board of Education or its members, servants, employees and/or agents as to character or quality. This means that the Property is being sold "AS IS." All Due Diligence is the buyer's responsibility. No representation or warranty of any kind will be provided by the Board.

Timelines for Sale

The sale of the Property shall take place in accordance with the following timelines:

- A. Action on the bid shall take place no later than the second regular meeting of the Board following the bid opening.
- B. The Agreement of Sale shall be finalized with the insertion of the information based on the bid and shall be sent to the bidder no later than three (3) days after acceptance of the bid. The successful bidder shall return the executed Agreement of Sale within five (5) days.

Contingencies

The Board has obtained the written approval of the sale of property by the New Jersey Department of Education. The Agreement of Sale is also contingent upon the bidder obtaining financing to acquire the property, as the case may be. In the event that the financing is not obtained within sixty (60) days of the date of the execution of the Agreement of Sale, the Board may cancel the Agreement of Sale or, at its option, and if so requested by the Bidder, extend the time for the bidder to obtain financing. The bidder shall in good faith make all required efforts to obtain such financing prior to the expiration of the financing contingency period. Failure of bidder to obtain financing shall entitle the bidder to a return of the deposit funds, unless bidder did not act in good faith in attempting to obtain financing, in which case bidder agrees that it shall forfeit the return of its deposit.

Building Property and Fixtures

All furniture and property to be retained by the Board will be removed from the building as of the date of the bid opening except as noted herein. The Board will retain ownership of, and arrange for removal of, the existing preschool playground and the building security system, including all cameras, controllers, recording systems and doorway entry system (swipe card system). In the event that the playground or these systems remain in place as of the inspection date(s), Bidders are advised that these systems shall not be considered fixtures and will not be conveyed with the purchase. All other furniture, fixtures and property remaining in the building as of the date of the bid opening will be included with the sale. Bidders may request additional information on remaining fixtures and property from the Business Administrator at the walk-through(s).

Additional Property Restrictions

The property is currently zoned for a school. Bidders are responsible to investigate any zoning requirements and potential necessary variances for any intended use. The Board makes no representations regarding same. Block 7111, Lot 20 is impacted by a 350-foot right of way easement to JCP&L.

The Rosenauer building includes, or may include at the time of sale, the installation of a solar array. The solar array may be subject to a Power Purchase Agreement (PPA), which the Bidder is advised carries certain responsibilities. The system will remain with the Building subject to the vendor's right to remove the system and retake possession. The Board makes no representations whatsoever with regard to Bidder's right to keep the system or negotiate for its maintenance or removal with the current vendor. If the Board is unable to divest the property from the PPA, the Bidder may be required to assume responsibility for the PPA as it relates to the property subject to approval from the vendor. This is a negotiable issue between Bidder and the vendor. Bidders shall also investigate and make a determination regarding the condition of the Building in light of the solar array, and any power requirements related to same. Additional information on the PPA is available at the Office of the Business Administrator. In all cases, the Property is being sold as-is.

Minimum Purchase Price:

The Board has established a minimum bid for the purchase of the property in the amount of eighteen million, five hundred thousand dollars (\$18,500,000.00). Bids must equal or exceed this amount for consideration.

BID FORM
SALE OF ROSENAUER ELEMENTARY SCHOOL

PROPOSED SALE PRICE:

The undersigned hereby proposes, and agrees, if the proposal is accepted by the Jackson Board of Education, to enter into an Agreement of Sale for the purchase of the Rosenauer Elementary School Building and related property, for the total purchase price of:

_____ (\$ _____)
(Write Out Dollar Amount) (Numerical Value)

The bidder hereby advises that a mortgage:

- WILL** be required to fund this purchase
- WILL NOT** be required to fund this purchase

If the answer to the above question is that a mortgage **WILL** be required to fund the purchase, bidder represents that:

- The dollar amount of such funding shall be: \$ _____
- Date funding was/will be requested from approval authority _____
- The date such approval was/is expected to be granted _____

BID SECURITY: Enclosed with this bid form is a security in the form of a certified check, cashier's check or money order payable to the Jackson Board of Education, equal to ten percent (10%) of the bid price, but not in excess of \$20,000.

Submitted by:

Name of Bidder: _____

Address: _____

Phone Number: _____

I certify that I am authorized to submit this bid on behalf of the bidder and that the information contained on all of the bidding documents are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Name)

(Title)

(Contact Information)

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)
:SS:

COUNTY OF _____)

I, _____, residing in the _____
of _____ in the County of _____ and State of _____,
of full age, being duly sworn according to law on my oath depose and say:

I am _____ of the firm of _____, the bidder making the
proposal for the sale of the Jackson Board of Education – Sylvia Rosenauer School Building and
related property. I executed the bid with full authority to do so. The 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 Sale of the Rosenauer
Elementary School Building and related property. All statements contained in the bid and in this
affidavit are true and correct, and made with the full knowledge that the Jackson Board of
Education will rely upon the truth of the statements contained in the Bid and in the statements
contained in this affidavit in awarding the contract for the 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.

Sworn to before me this _____
day of _____, 20____

Notary Public of _____

My Commission expires ____/____/____

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

STATE OF _____)
:SS:
COUNTY OF _____)

In accordance with the Instruction to Bidders and the provisions of P.L. 1977, Chapter 33, Section 1 (N.J.S.A. 52:25-24.2), the undersigned being duly sworn according to law, deposes and says that the following is a list of the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, all stockholders holding a 10% or more of the corporation's stock or all individual partners owing 10% or greater interest in that partnership is also listed.

I.

_____ Name of Corporation/ Partnership	_____ Address
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_____ Name of Corporation/ Partnership	_____ Address
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_____ Name of Stockholder/Partner	_____ Address
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_____ Name of Stockholder/Partner	_____ Address
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_____ Name of Stockholder/Partner	_____ Address
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Use reverse side for additional stockholders/partners.

II.

Name of Corporation
Partnership who holds 10% or
more interest in the bidding
corporation/partnership

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Name of Stockholder/Partner

Address

Use reverse side for additional stockholders/partners.

The absence of any names and addresses on the foregoing list signifies that there are no individual stockholders or partners who own 10% or more interest in the bidding corporation or partnership.

-or-

Certification of Individual Purchaser:



I am an individual purchaser and certify that I am not acting as official agent on behalf of a corporate or partnership purchaser. If an individual purchaser, check this box and sign below:

By signing below, I certify that the forgoing statements are understood and the information provided is true, and I am aware that if any such statements are willfully false, I may be subject to punishment.

Name of Bidder

Name

Official Title

CERTIFIED CORPORATE RESOLUTION

Resolved that _____ be authorized to sign and submit the bid proposal of

_____, bidder, to the Jackson Township Board of Education, and is authorized to include in such bid the certifications as to non-collusion as to the act and deed of such corporation, and the absence of any intentional inaccuracies or misstatements in such bid.

The forgoing is a true and correct copy of the resolution and adopted by bidder at the meeting of its board of directors held on the ____ day of _____ 2024.

(Secretary of Bidder)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, 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 that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title