



Mullica Township School District

Request for Bid

Public Sale of School District Land

1224 Darmstadt Avenue, Block 9702

Lot 10

Release Date: August 3, 2023

Due Date: August 31, 2023

INVITATION TO BID

Issued by:

Mullica Township Board of Education
500 Elwood Road, PO Box 318
Elwood, NJ 08217

NOTICE TO BIDDERS: The Mullica Township Board of Education will hold a public sale of certain land owned by the Board and determined by the Mullica Township Board of Education ("the Board") to no longer be suitable or convenient for the use for which they were acquired and no longer needed for school purposes. Sealed bids will be opened on **Thursday, August 31, 2023 at 10:00AM** at the District Business Office located at 500 Elwood Road, Elwood, New Jersey 08217. The property is located in the Township of Mullica at 1224 Darmstadt Avenue, Block 9702 Lot 10 and is also known as "Gertrude Lauer School". No Metes and Bounds Description will be supplied. The property will be subject to all easements and restrictions of record and not of record., the sale will be provided in a quit claim deed. The PROPERTY is "**AS IS.**" The sale is made subject to all applicable laws, ordinances, and regulations of the State of New Jersey.

Sealed bids will be received up to and until the opening date and time specified, at which time bids will be opened, read aloud, and recorded for presentation to the Board. The Board of Education assumes no responsibility for delays in the mail or delivery service causing the bid to be received at the address stated herein later than the due date and time. If bidder feels as though delivery of the bid might interfere with the bid arriving to the Board offices on time, it is recommended that the bidder use a courier to hand deliver the bid to the front desk at the above address.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et. seq., a Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44A-20.23, and a State of New Jersey Business Registration Certificate pursuant to P.L. 2004, c.57.

Obtain Specifications from: Mullica Township Board of Education, Business Office, between the hours of 9:00 A.M. and 3:00 P.M., Monday-Thursday or online at www.MullicaSchools.com
Deliver Sealed Bids by Thursday August 31, 2023 at 10:00 AM to: Mullica Township Board of Education – Business Office, 500 Elwood Road, Elwood, New Jersey 08217.
Label all Bids: "SEALED BID ENCLOSED: 1224 Darmstadt Avenue"

For information or to schedule an appointment to visit the property, contact: **Karen Gfroehrer**, School Business Administrator (609) 561-3868 ext. 124.

By order of the Mullica Township Board of Education
Karen Gfroehrer, Board Secretary/School Business Administrator

Upon release of this Solicitation of Sealed Bid, all proposed communications concerning this document must be directed in writing no later than Monday, August 24, 2023 at 10:00 AM to Karen Gfroehrer – School Business Administrator/Board Secretary at kgfroehrer@mullicschools.com **

GENERAL TERMS AND CONDITIONS

The Board has determined that the land being sold is no longer needed for school purposes in accordance with N.J.S.A. 18A:20-5. This constitutes an Invitation to Bid published in accordance with N.J.S.A. 18A:20-6. Sealed bids for the Property will be accepted, and the Property sold to the highest bidder in accordance with the terms and conditions of this Invitation to Bid. All bids shall satisfy any requirements and meet any terms and conditions of this Invitation for Bid. There is no minimum bid for the property. The Board reserves all rights to reject all bids for any reason whatsoever. The sale of the property has been approved by the Department of Education pursuant to N.J.A.C. 6A:26-7.4.

1. PREPARATION OF BID

The intent of this specification is to establish minimum requirements upon which solicitation of bids will be accepted for the purchase of the land (the "Property") herein described. These specifications have been drafted in a manner to encourage free, open and competitive bidding.

Any person bidding on behalf of a corporation or limited liability company must either submit a copy of a resolution of the corporation/company or a letter on corporate stationery, signed by an officer of the corporation, authorizing the bidder to bid on the property on the corporation's behalf. A person bidding on behalf of a partnership or using a trade name must submit a copy of the certificate of trade name and a letter of authorization from the other partners. No other bidder may submit a bid on behalf of another, except that a husband or wife may bid on behalf of both.

2. UNDERSTANDING OF PROPERTY BEING PURCHASED:

- a) The Property is being sold in an "AS IS" "WHERE IS" condition with all faults. All prospective bidders are responsible for conducting their own investigations, due diligence, inspections, and testing of the property at its own cost and expense;
- b) The Property must be purchased as an entire parcel;
- c) The Property is being sold subject to existing zoning, subdivision, health, and building regulations and codes. Purchaser stipulates that the sale price shall not be used as grounds to support a challenge of the existing assessment of the subject Property, nor shall the sales price be used as a comparable sale to challenge assessments of other properties;
- d) The Purchaser shall pay the cost of recording fees;
- e) The Purchaser shall pay any and all realty transfer and other assorted fees and taxes, if applicable;
- f) With respect to the sale of the Property herein, no real estate commission is owed;
- g) No representation is made by the Board as to the utility, usability, or environmental condition of the property. The Board makes no representation as to the presence of any on-site septic and well systems and recommends the bidder conduct a study to determine the existence of such systems. The Property will be available for inspection by appointment only as noted below.
- h) It is suggested and recommended that potential bidders perform title searches and/or last owner and lien searches on the property prior to the date of bid submission in order that the potential bidder may be adequately apprised of any encumbrances or restrictions of record affecting the use and enjoyment of the property. It is further suggested and recommended that potential bidders exercise due diligence with respect

to every statement of facts including open permits, local fines, penalties, taxes, assessments, etc., which may not be of record but which may nonetheless affect the use and enjoyment of the property. The Board shall not be responsible for the costs associated with such searches in the event that the Board is not making any guarantees, the property is being sold "as is". The Board has compiled this Notice to benefit prospective bidders. To the best of the Board's knowledge, the information contained in this Notice is accurate. The Board and any of its officials, officers, employees, assignees, designees, agents or contractors shall not assume any liability for inaccuracies and respectfully instructs all interested parties to independently verify this information.

- i) All bids must satisfy all requirements and meet all terms and conditions of the Contract of Sale. All bidders recognize that this is a bid sale only and is not subject to an attorney review period. All bidders must review the Contract of Sale prepared by the Board's attorney and attached to the bidding specifications. The successful bidder will execute the Contract upon completion of bidding and its payment of the required deposit, which in no event shall be more than (15) days from notification of a successful bid. To execute the Contract, the bidder shall properly execute the Contract in the signature spaces at the end. Upon failure of the successful bidder to execute the Contract of Sale, the Board shall retain that bidder's bid deposit herein below described. The deed given by the Board for the property will be a Quit Claim Deed. No title contingencies or conditions are permitted.
- j) The Board reserves the right, pursuant to N.J.S.A. 18A:20-7 to reject all bids if it determines it to be in the public interest to do so.
- k) The failure of or omission of any bidder to receive or examine the instruction documents or to perform an inspection of the Property as herein provided for, shall in no way relieve such bidder from obligation with respect to the bid. No consideration will be given for any misunderstanding, it being mutually understood that the tender of the bid carries with it agreement to this and other obligations set forth in the specifications and requirements.
- h) The successful bidder shall bear the cost of the recording of the deed and agrees that deeds shall be recorded on behalf of the Purchaser by the Board or by an attorney or title company representing the successful bidder. The successful bidder will not be permitted to assign his or her bid nor any right, title, or interest in the property on which the bid was made prior to or at closing.

3. HOW TO ADDRESS BIDS:

Bids shall be enclosed in sealed envelopes addressed to the office specified in the Invitation for Bid with the name **and ADDRESS OF THE BIDDER, DATE AND HOUR OF OPENING and "Gertrude Lauer School", and the statement, "SEALED BID ENCLOSED"** on the face of the envelope. The Board assumes no responsibility for the bids not received on time at the location stipulated in the bid advertisement.

Each bidder shall sign the bid and print or type his name on the bid summary page. Bids shall be signed by proper authorities in blue ink. Bids must include full business address, legal trading name, and the authorized signature which binds the organization in this matter.

Bids must be submitted on the prescribed form.

4. DELIVERY OF BIDS:

Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the

Board of Education assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened. If bidder feels as though delivery of the bid might interfere with the bid arriving to the Board offices on time, it is recommended that the bidder use a courier to hand deliver the bid to the front desk at the above address.

All documents returned to the Board shall be signed with an original signature in blue ink. Failure to sign and return all required documents with bid may be cause for disqualification. The Board will not accept facsimile or rubber stamp signatures.

5. LATE BIDS:

No bids, under any circumstances, shall be acceptable after the due date and time. Any bidder who mails his/her bid accepts all responsibility for any delay in delivery, including but not limited to delivery to wrong address.

6. CORRECTIONS ON BIDS PRIOR TO BID SUBMISSION:

If the bidder wishes to make a change PRIOR TO SUBMITTING THE BID, the bidder must do so by crossing out the original information, and inserting the correct information and INITIALING SAME IN BLUE INK.

7. PRICES TO BE HELD:

Bid Prices shall hold for a period of 60 days after the date of opening for purposes of award.

8. EXPLANATIONS TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid, specifications, etc. must be requested in writing and received by the Business Office within eight (8) Board Business days, excluding days which the Board the Board is closed for holidays, in service, etc. prior to the bid opening so a reply can be issued to all bidders. Neither the Board of Education nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

9. SUBMISSION OF BID/WITHDRAWAL OF BID:

Any bid may be withdrawn prior to the date/time of the opening or authorized postponement thereof. A written request for the withdrawal of a bid must be received prior to the advertised date and time of opening for the request to be granted. Any bid received after the opening date/time will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening.

10. REJECTION OF BIDS:

The board may reject any or all bids if it determines it to be in the public interest to do so and as allowed by law.

11. AWARD OF CONTRACT:

The Property will be sold to the highest bidder whose bid meets or exceeds the minimum price set by the Board, if any and as allowed by law. The Board of Education reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

Upon approval by the Board, the Purchaser will be required to sign the enclosed Agreement for Sale of Property. The Purchaser will be required to include the enclosed Acknowledgment of Agreement for Sale of Property Form with Purchaser's Bid Documents. The Parties acknowledge that this sale is not being completed with the assistance of real estate agents. The Invitation to Bid and the within Agreement were provided to Purchaser prior to Purchaser bidding on said property, as such, neither party is entitled to an additional Attorney Review Period.

A written notice of sale mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding contract without further action by either party. Said contract shall include all terms and conditions set forth in these specifications, drawings, advertisement, addenda, or any other document issued by the board of education in relation to this Invitation for Bid.

The Board's acceptance or rejection of the bids shall be made not later than at the second regular Board of Education meeting following the opening of the bids. No bid shall be considered finally accepted until passage by the Board of Education of a Resolution accepting such bid. Irrespective, the Board reserves its right to terminate sale of the property until such time that a contract for sale has been formally approved for execution by the Board of Education. Any material prepared and distributed in connection with this sale is for convenience purposes only and is intended to give prospective bidders a general understanding of the condition, location and size of the property. The Board is not responsible for errors that may appear in such materials.

12. FEDERAL, STATE, AND LOCAL LAWS:

The successful bidder must conform to all Federal, State and Local Laws, ordinances, codes, rules and regulations of health, public, or other authorities controlling, or limiting the methods, the material to be used, or actions of those employed in work of this kind. All work, labor, or material necessary to comply with these laws, codes, ordinances, rules, and regulations shall be performed and furnished by said successful bidder.

14. PAYMENT TERMS:

The Board will only accept bids calling for an all cash purchase of the property. Full payment of the purchase price must be received at closing. All bids must be accompanied by a \$5,000 deposit. This initial deposit functions as a partial down payment. The successful bidder will be required to pay, by wire transfer or bank check, a deposit equal to ten percent (10%) of the price of the bid, less the \$5,000 initial deposit, within fifteen (15) days of the opening of the bids, simultaneous with execution of the contract. The balance of the purchase price is to be paid by wire transfer or bank check at closing. Pending closing, the deposit will be held by the Board in a non-interest bearing escrow account, to be credited to the purchase price at closing. Purchaser agrees that failure to close the property as agreed shall forfeit to the Board any and all money deposited with the Board.

15. RUSSIA-BELARUS AND IRAN DISCLOSURE

Bidders MUST submit a Disclosure of Investment Activities in Iran form with their bid.

16. INDEMNITY

The successful bidder agrees that he or she shall indemnify and hold the Board harmless from any claim whatsoever arising out of the Board's ownership interest including but not limited to environmental cleanup costs.

17. REAL ESTATE TAXES / UTILITY CHARGES

The successful bidder agrees that he or she shall pay prorated real estate taxes, water, and sewer charges, if any, for the balance of the current year, as of the date of closing.

18. LIQUIDATED DAMAGES

A failure by the Purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at the option of the Board, as a material breach of the conditions of sale whereupon the Board may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by the Board as its liquidated damages and it may thereafter resell said property and/or

pursue such other and further legal and/or equitable remedies as it may have and the defaulting Purchaser shall continue to remain liable for all damages and losses sustained by the Board by reason of any such default.

LAND SPECIFICATIONS

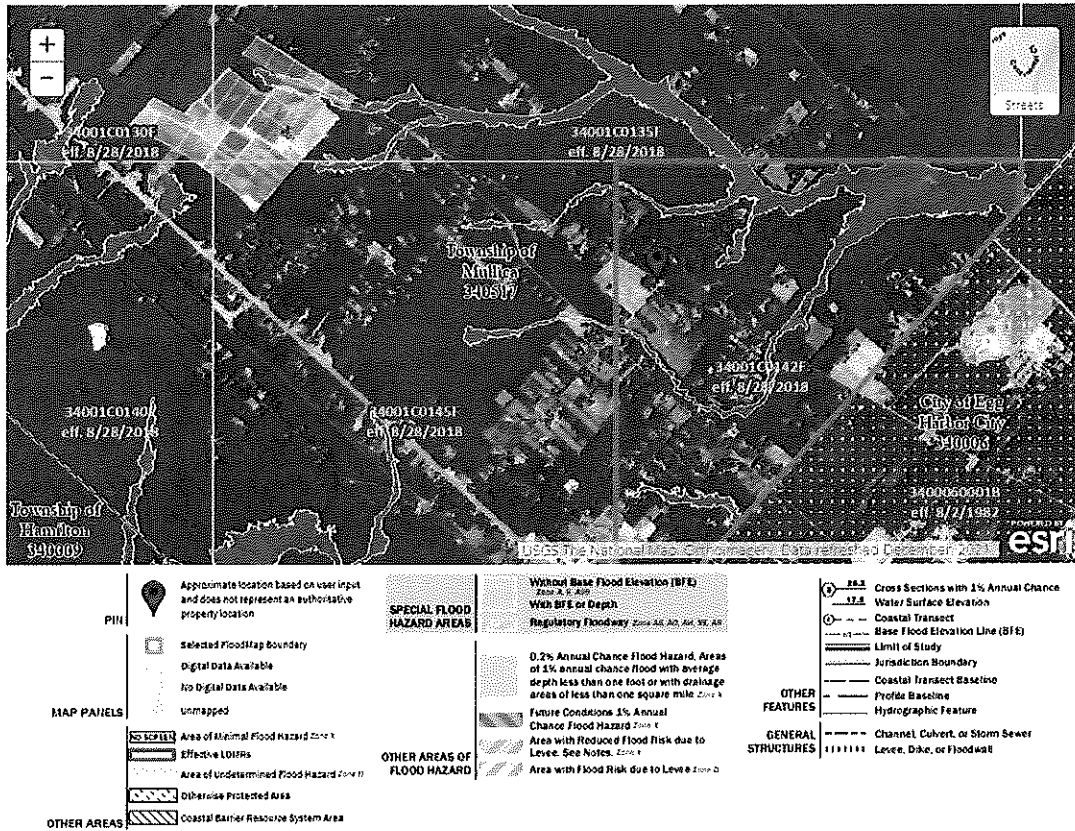
The Mullica Township School District is seeking bids for the purchase of 1224 Darmstadt Avenue, Block 9702, Lot 10 also known as "Gertrude Lauer School".

Aerial View

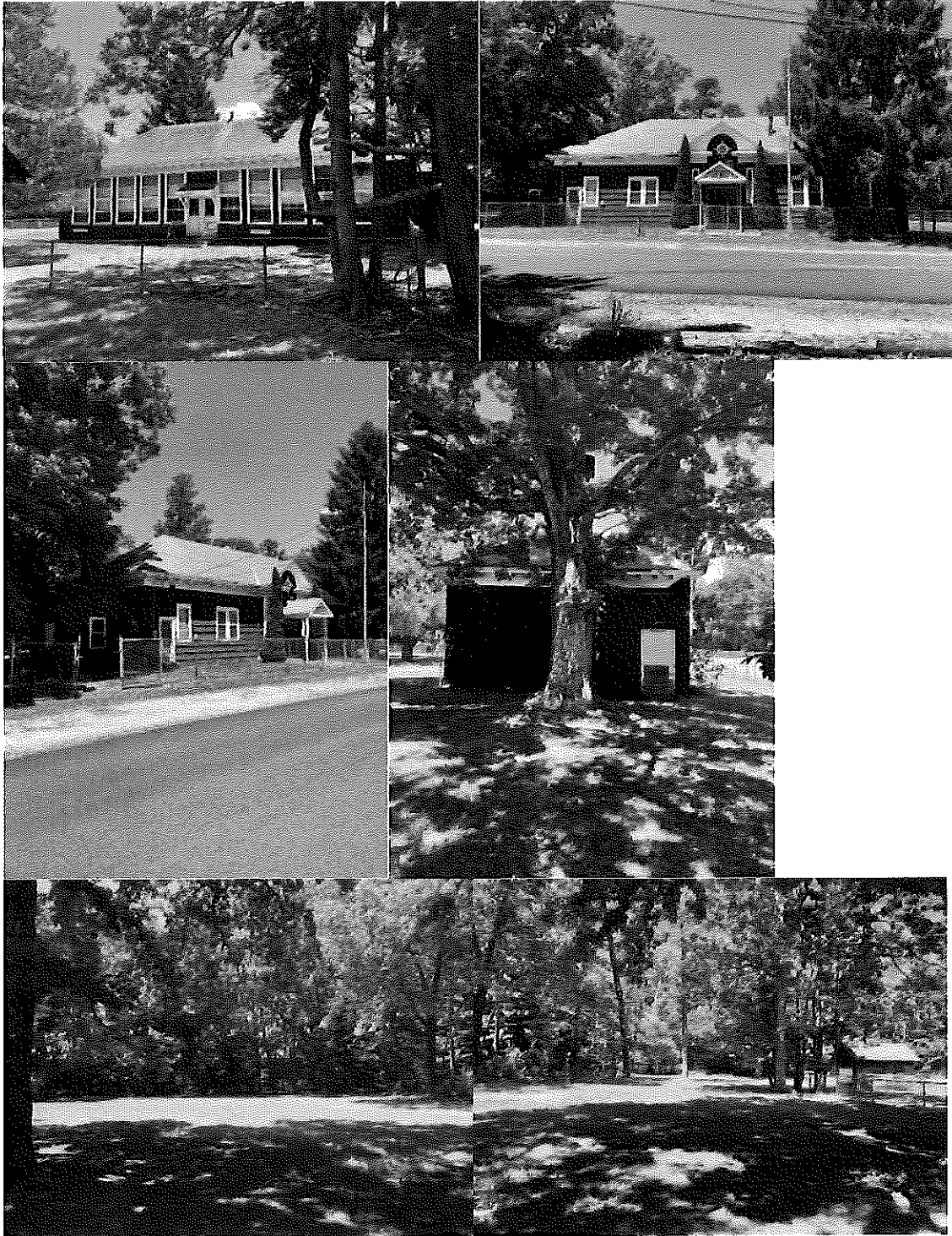


**Block 9702, Lot 10
Mullica Township
Atlantic County, New Jersey**

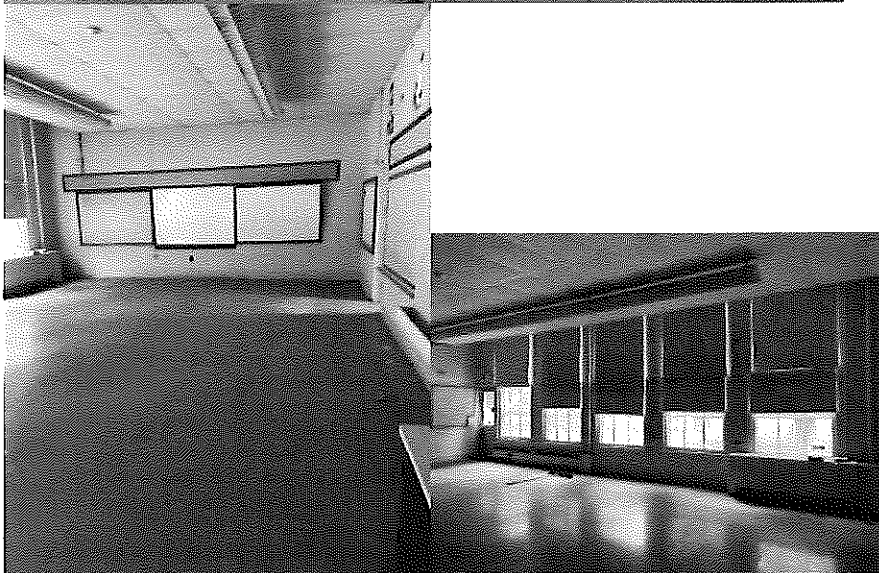
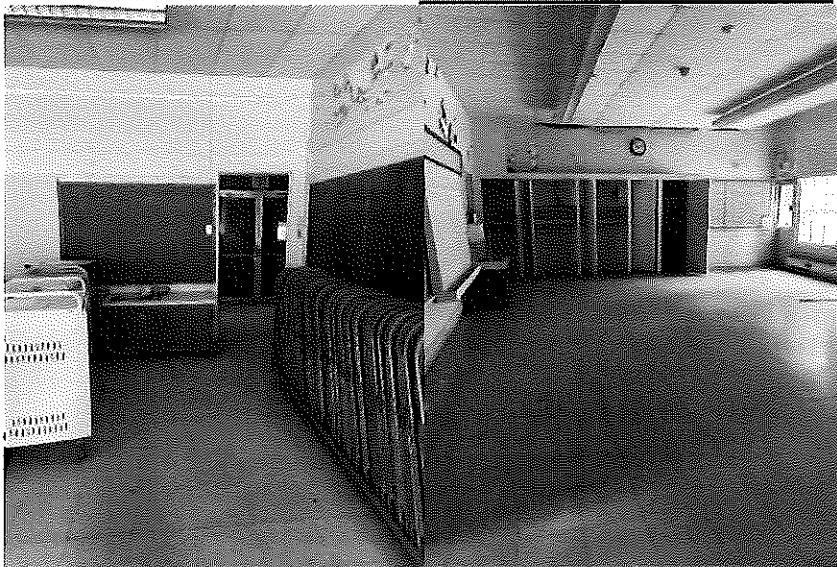
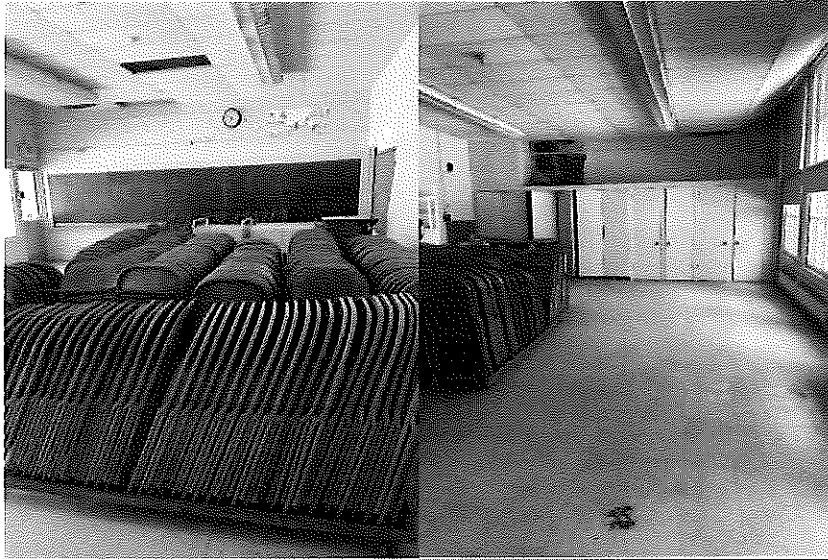
National Flood Hazard



Exterior Photographs



Interior Photographs



BIDDER'S CHECKLIST

Required Forms and Information

Please verify that you have included EACH ITEM. FAILURE to include an item may cause YOUR BID to be REJECTED. Thank you.

	Item		Did you enclose?
1	Bid Proposal Form is signed by authorized representative	Form is Provided	
2	Bid Guarantee		
3	Corporate Resolution or Letter (if applicable)		
4	State of NJ Business Registration Certificate		
5	Acknowledgement Form	Form is Provided	
6	Affirmative Action Compliance (if applicable)		
7	Non-Collusion Affidavit	Form is Provided	
8	Vendor Certification	Form is Provided	
9	Political Contribution Disclosure Form	Form is Provided	
10	Statement of Ownership	Form is Provided	
11	Investment in Russia-Belarus Iran Disclosure Form	Form is Provided	
12	Agreement of Sale Acknowledgment Form	Form is Provided	

BID PROPOSAL FORM

TOTAL AMOUNT OF THE BID \$_____

Written in words:_____

COMPANY NAME AND ADDRESS OF BIDDER (Type or Print)

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Also, Type or Print)

I certify that I am an authorized representative from the above-named company with full authority to bind the company to the terms and conditions of this bid. I have read/reviewed the specifications and/or drawings and agree to all conditions set forth therein.

Signature Date Telephone Number

Printed Name, Title Facsimile Number

Mullica Township School District 25
500 Elwood Road, PO Box 318
Elwood, NJ 08217

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the bid requirements and documents; and further acknowledges he/she understands and is able to purchase the land outlined in the bid

Title of Proposal _____

Name _____

Address _____

P.O. Box _____

City, State, Zip Code _____

Federal Tax ID Number _____

Phone Number () _____ Extension _____

Fax No. () _____ E-Mail _____

Authorized Agent _____ Title _____

Agent's Signature _____ *Date* _____

All proposals must be received no later than **Thursday, August 31, 2023 at 10:00 A.M.**

All proposals are to be sent to:

Ms. Karen Gfroehrer
School Business Administrator/Board Secretary
Mullica Township School District
500 Elwood Road, PO Box 318
Elwood, New Jersey 08217
Phone # (609) 561-3868 ext. 124/Fax # (609) 561-7133

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

(TO ACCOMPANY PROPOSAL)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

FORM OF NON-COLLUSION AFFIDAVIT

(TO ACCOMPANY PROPOSAL)

STATE OF NEW JERSEY, COUNTY OF _____.

I, _____ of the _____
(city, town, borough)

State of, _____, of full age, being duly sworn according to law on my oath depose
and say that:

I am _____ of the company of _____, the vendor making the
Proposal the above referenced RFP, and that I execute the said Proposal with full authority to do so, that,
said vendor 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 RFP and
that all statements contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the State of New Jersey relies upon the truth of 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 for bona fide employees or bona fide established commercial or selling agencies maintained by:

_____ (Name of Individual / Company)

(N.J.S.A. 52:34-15)

Authorized Signature

Subscribed and sworn before me this _____ day of _____, 20 .

(Seal) Notary Public of New Jersey

VENDOR CERTIFICATION

(TO ACCOMPANY PROPOSAL)

Direct/Indirect Interests

I declare and certify that no member of the Mullica Township School District Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts/ Gratuities/ Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Mullica Township School District Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a1-4) concerning vendor contributions to school board members.

I certify that I am not an official or employee of the Mullica Township School District Board of Education.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent

Signature

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature _____

Printed Name _____

Title _____

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **The Mullica Twp Bd of Education** is relying on the information contained and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with **The Mullica Twp Bd of Education** and to notify **The Mullica Township Board of Education** of any changes in writing to the answers contained herein.*

*I acknowledge 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 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 **The Mullica Twp Bd of Education** and that the **Mullica Twp Bd of Education** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

AGREEMENT OF SALE ACKNOWLEDGMENT FORM

A copy of the Agreement of Sale Between Purchaser and the Mullica Board of Education Relating to the Sale of Block 9702 Lot 10 on the Designated Tax Map of the Township of Mullica (the "Agreement") is enclosed herewith as Bidder's Checklist Item Number 12. Please review same and submit this Acknowledgment Form with your Bid documents.

I, being duly sworn upon my oath, hereby acknowledge that I have read the provided Agreement of Sale in its entirety. I understand that if my bid is chosen by the Mullica Board of Education as the Successful bidder, I will be required to enter into said Agreement without modification.

Authorized Agent _____ Title _____

Agent's Signature _____ *Date* _____

AGREEMENT OF SALE
BETWEEN

AND

THE MULICA TOWNSHIP BOARD OF EDUCATION, IN THE
COUNTY OF ATLANTIC, NEW JERSEY

RELATING TO THE SALE OF BLOCK 9702 LOT 10
ON THE DESIGNATED TAX MAP
OF THE TOWNSHIP OF MULICA

Dated: _____

AGREEMENT OF SALE

This AGREEMENT OF SALE (the "Agreement") between _____ ("Purchaser") and The Mullica Township Board of Education, in the County of Atlantic, New Jersey, a school district and body politic of the State of New Jersey (the "Board" when referring to the governing body, and the "District" when referring to the legal entity), dated as of _____, 2023.

WITNESSETH:

WHEREAS, the District owns property no longer necessary of which Purchaser would like to purchase; and

WHEREAS, the Board desires to enter into an agreement of sale with Purchaser to allow Purchaser to purchase certain lands owned by the School District which is no longer necessary for school purposes pursuant to N.J.S.A. 18A:20-5; and

WHEREAS, N.J.S.A. 18A:20-5 provides in pertinent part, "the board of education of any district by a recorded roll call majority vote of its full membership may dispose, by sale or otherwise, in the manner prescribed in this chapter, of any lands or rights of interest therein, owned by it, which cease to be suitable or convenient for the use for which they were acquired or which are no longer needed for school purposes."; and

WHEREAS, N.J.S.A. 18A:20-6 provides that all land sold by a board of education must be sold at public sale unless, "(a) the same are sold to the State, or a political subdivision thereof, in which case they may be sold at private sale without advertisement" N.J.S.A. 18A:20-6 (a); and

WHEREAS, the property owned by the Board consists of Block 9702, Lot 10 designated tax map of Mullica Township (hereinafter referred to as the "Property"); and

WHEREAS, Purchaser desires to purchase the Property from the School District; and

WHEREAS, N.J.A.C. 6A:26-7.4 expressly provides that the Board may sell, with Department of Education approval, the Property to Purchaser; and

WHEREAS, the Board sought and obtained said approval on June 8, 2009; and

WHEREAS, the Board published an Invitation to Bid on the vacant land at issue on August 3, 2023; and

WHEREAS, the Board received Bids for the vacant land at issue from August 3, 2023 to August 31, 2023; and

WHEREAS, the Board reviewed the Bids it received for the vacant land at issue; and

WHEREAS, the Board accepted the successful bid; and

WHEREAS, the Purchaser was informed of the successful bid on _____; and

WHEREAS, the Board has approved the execution of this Agreement by resolution of its Board of Education adopted on _____; and

WHEREAS, the Parties desire to set forth certain terms and conditions of this Agreement for the purchase of the Property;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. *Property.* The Board shall sell the Property to Purchaser, which is specifically outlined in Exhibit A of this Agreement which is incorporated herein and made a part hereof by reference subject to the limitations contained herein.
2. *Purchase Price.* In consideration for the promises contained in this Agreement, Purchaser shall pay to the School District \$_____ (total compensation)
3. *Payment of Purchase Price.* Purchaser will pay the entire purchase price at closing.
4. *Time and Place of Closing.* Closing shall occur on or before _____. At closing, the Board shall deliver to Purchaser a quit claim deed. The closing will be held at the Board Offices. Bargain
5. *Transfer of Ownership.* At the closing, the District will transfer ownership of the property to Purchaser. The District will give purchaser a properly executed deed. The Board's Resolution approving the sale of this Property will be provided at the time of the sale.
6. *Type of Deed.* A deed is a written document used to transfer ownership of property. In this sale, the District agrees to provide and Purchaser agrees to accept a deed known as bargain and sale deed with covenants against grantor's acts.
7. *Physical Condition of the Property.* This property is being sold "as is" and "where is." The District does not make any claims or promises about the condition or value of any of the property included in this sale. Purchaser has inspected the property and relies on this inspection and any rights which may be provided for elsewhere in this Agreement. The District agrees to maintain the grounds subject to ordinary wear and tear.
 - (a) The Property must be purchased as an entire parcel; and
 - (b) The Property is being sold subject to existing zoning, subdivision, health, and building regulations and codes. Purchaser stipulates that the sale price shall not be used as grounds to support a challenge of the existing assessment of the subject Property, nor shall the sales price be used as a comparable sale to challenge assessments of other properties.
 - (c) The property will be subject to all easements and restrictions of record and not of record.

- (d) Purchaser stipulates that the sale price shall not be used as grounds to support a challenge of the existing assessment of the subject Property, nor shall the sales price be used as a comparable sale to challenge assessments of other properties

8. *Ownership.* The District agrees to transfer and Purchaser accepts ownership of the property free of all claims and rights of others, except for:

- (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property;

- (b) recorded agreements which limit the use of the property, unless the agreements: (1) are presently violated; (2) provide that the property would be forfeited if they were violated; or (3) unreasonably limit the normal use of the property; and

- (c) all items included in Exhibit A as a part of the description of the property.

In addition to the above, the ownership of Purchaser must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

10. *Indemnification.* The Purchaser agrees to indemnify the Board and hold the Board harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including, but not limited to, reasonable attorneys' fees, expert fee or other professional or consultant fees) that either may incur or be subject to as a consequence directly or indirectly of any breach or nonperformance by either party, their agents, employees, guests, licensees, invitees, contractors, subcontractors, assignees or successors of their respective obligations under this Agreement or by the willful or negligent act of either party, their agents, employees, guests, licensees, invitees, contractors, subcontractors, assignees or successors in connection with such performance or nonperformance. This includes, but is not limited to, environmental cleanup costs.

11. *Assignment.* Except as provide herein, the rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

12. *Cancellation of Agreement.* If this Agreement is legally and rightfully cancelled, the parties will be free of liability to each other.

13. *Expenses.* Purchaser shall bear the cost of the recording of the deed and agrees that deeds shall be recorded on behalf of the Purchaser by the Board or by an attorney or title company representing Purchaser. In addition, Purchaser shall pay any and all realty transfer and other assorted fees and taxes, if applicable. Purchaser shall pay prorated real estate taxes, water and sewer charges, if any, for the balance of the current year, as of the date of closing.

14. *Possession.* At the closing Purchaser will be given possession of the property free of all rights of tenants. So long as Purchaser permits the vacant ground for the same use, the District shall have the ability to utilize the same with the prior written consent of Purchaser. Purchaser has no legal obligation to continue the present use or to continue to permit the District to utilize same.

15. *Hazardous Waste.* No representation is made by the Board as to the utility, usability, or environmental condition of the property. The Board makes no representation as to the presence of any on-site septic and well systems and recommends the Purchaser conduct a student to determine the existence of such systems.

16. *Good Faith.* To the best of the Board's knowledge, the information contained in the Invitation to Bid of which this agreement is a part of, is accurate. The Board and any of its officials, officers, employees, assignees, designees, agents, or contractors shall not assume any liability for inaccuracies. The Board and Purchaser agree to execute all necessary and appropriate documents and applications to effectuate the purposes of this Agreement.

17. *Complete Agreement.* This Agreement, together with any exhibits attached hereto, contains the entire agreement and understanding between the parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. This Agreement replaces and cancels any previous agreements between Purchaser and the District. The Agreement can only be changed by an agreement in writing signed by both Purchaser and the District. The District states that the District has not made any other contract to sell the property to anyone else.

18. *Construction and Interpretation.* The paragraph headings set forth herein are for the sole purpose of convenience of reference, and they shall not be deemed to affect or interpret any of the terms and conditions hereof in any manner whatsoever. This Agreement shall, as to all matters, be interpreted in accordance with the laws of the State of New Jersey.

19. *Severability.* The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

20. *Notices.* All notices under this Agreement must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to:

Purchaser _____:

District:

Amy Houck-Elco, Attorney at Law
Cooper Levenson
1125 Atlantic Avenue- 3rd Floor
Atlantic City, NJ 08401

21. *Parties Liable.* This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

23. *No Broker/Realtor.* The parties hereto agree that no broker or realtor has been engaged by either party for the sale of the property.

24. *Payment Terms.* Purchaser has agreed to make an all cash purchase of the property. Full payment of the purchase price must be received at closing. Purchaser's bid was accompanied by a \$500.00 deposit. This initial deposit functions as a partial down payment. Purchaser will be required to pay, by wire transfer or bank check, a deposit equal to ten percent (10%) of the price of the bid, less the \$500.00 initial deposit, within fifteen (15) days of the opening of the bids, simultaneous with execution of the contract. The balance of the purchase price is to be paid by wire transfer or bank check at closing. Pending closing of title, the deposit will be held by the Board in a non-interest-bearing escrow account, to be credited to the purchase price at closing. Purchaser agrees that failure to close title as agreed shall forfeit to the Board any and all money deposited with the Board.

25. *Liquidated Damages.* A failure by the Purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at the option of the Board, as a material breach of the conditions of sale whereupon the Board may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by the Board as its liquidated damages and it may thereafter resell said property and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting Purchaser shall continue to remain liable for all damages and losses sustained by the Board by reason of any such default.

26. *No Attorney Consultation.* The Parties acknowledge that this sale is not being completed with the assistance of real estate agents. The Invitation to Bid and the within Agreement were provided to Purchaser prior to Purchaser bidding on said property, as such, neither party is entitled to an additional Attorney Review Period.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as their acknowledgment of the acceptance of the foregoing terms and conditions on the dates indicated below:

ATTEST:

MULLICA TOWNSHIP BOARD OF
EDUCATION

Karen Gfroehrer,
Secretary/Business Administrator

Dated:

Susan Brownhill,
Board President

Dated:

ATTEST:

Purchaser: _____

Dated:

Purchaser: _____

Dated: