

**REQUEST FOR BIDS
LEASE OF THE
FLORENCE L. WALTHER SCHOOL FACILITY**

The Lumberton Township Board of Education, Lumberton, New Jersey is soliciting bids for the lease of the Florence L. Walther School Facility pursuant to N.J.S.A. 18A:20-8.2.

All necessary bid specification and bid forms may be secured upon written request to:

Robert Kraft
School Business Administrator
Lumberton Township Board of Education
33 Municipal Drive
Lumberton, New Jersey 08048

The bids must be in a sealed envelope and must have the following information:

Title: Lease of the Florence L. Walther School Facility
Name and Address of Bidder

And be delivered to the Business Office of the Lumberton Township Board of Education on or before:

Date: March 26, 2026
Time: 11:00 am.

The bid opening process will begin on the above date and time in the Lumberton Township Board of Education, Business Office, 33 Municipal Drive, Lumberton, New Jersey 08048. No bids shall be received after the date and time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

In addition to other requirements of the bid specifications, corporate bidders are required by Chapter 33, Law of 1977 to submit along with their bids a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock. Furthermore, a Non-Collusion Affidavit must be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with the Bid Specifications and General Requirements and failure to complete and submit all required forms may be cause for disqualifications and rejection of the bid.

The Board of Education reserves the right to reject any or all bids pursuant to law, including but not limited to N.J.S.A.18A:18A-2, 18A:18A-4, 18A:18A-22, 18A:20-8.2 and to waive any informalities. The Board further reserves the right to take any such alternates as they deem appropriate, and in any order that the Board feels may be in the best interests of the Lumberton Township Board of Education.

By the order of Robert Kraft, Board Secretary

Date: March 9, 2026

LUMBERTON TOWNSHIP

BOARD OF EDUCATION

Lumberton, New Jersey

Bid Specifications and General Requirements

For The Lease of the Florence L. Walther School Facility

Bid: 26-02

Bid Opening

Date and Time:

Thursday, March 26, 2026 at 11:00 am.

By the order of:

Robert Kraft

School Business Administrator

REQUEST FOR BID

The Lumberton Township Board of Education of Lumberton, New Jersey is soliciting bids for:

The Lease of the Florence L. Walther School Facility, 56 Chestnut Street, Lumberton, New Jersey, Burlington County, New Jersey

All necessary bid specifications and bid forms may be secured upon written request to:

Robert Kraft
School Business Administrator
Lumberton Township Board of Education
33 Municipal Drive
Lumberton, New Jersey 08048
E-Mail: rkraft@Lumberton.k12.nj.us

Bids must be in a sealed envelope and must have the following information:

Title: **Lease of the Florence L. Walther School Facility**
Name and Address of Bidder

Bids must be delivered to the Business Office of the Lumberton Township Board of Education on or before

Date: Thursday, March 26, 2026
Time: 11:00 am.

The bid opening process will begin on the above date and time in the Lumberton Township Board of Education, Business Office. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

Corporate bidders are required by Chapter 33, Law of 1977 to submit along with their bids a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock.

A Non-Collusion Affidavit must also be filed with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with the Bid Specifications and General Requirements and failure to complete and submit all required forms may be cause for disqualification and rejection of the bid.

The Board of Education reserves the right to reject any or all bids pursuant to law, including but not limited to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4, 18A:20-8.2, and to waive any informalities. The Board further

reserves the right to take such alternates as they deem appropriate, and in any order that the Board feels may be in the best interest of Lumberton Township School District.

BID CHECKLIST
(To be included with bid.)

Documents to be returned with bid:

1. Bid Proposal Form
2. Non-Collusion Affidavit
3. Stockholders'/Partnership Disclosure Affidavit, and Ownership Declaration
4. Prohibited Russia-Belarus Activities & Iran Investment Activities
5. Indemnity and Hold Harmless Agreement
6. Bid Guarantee
7. New Jersey Business Registration Certificate
8. Acknowledgement of Addenda
9. Certificate Insurance Statement
10. A description of the Bidder's qualifications, including education, licensure, and years of professional experience
11. A reference listing of current landlords to include contact name, title and phone number
12. The bidder must provide a list of personnel, name and title, who will be assigned to represent it in its dealings with the Board of Education
13. The Bidder must also submit the following information:
 - a. Contact information: The name, contact person (phone number and address), narrative description of the Bidder's organization and experience in operating a similar entity.
 - b. List of qualifications of key personnel
 - c. Business references: Provide three (3) references
 - d. Financial capability: State the number of years in operation and provide a list of three (3) references with detailed knowledge of the financial condition of the organization
 - e. Proposed use: Provide a detailed description of all proposed occupant activities, including the following:
 - i. Types of services available
 - ii. Hours of Operation
 - iii. Estimated number of employees
 - iv. Other relevant information that describes the Bidder's occupancy and use of the property
14. A full description of the proposed use of the school, including intensity of use (e.g. number of students/staff or residents/staff and potential traffic impacts)

The documents listed above, when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y). The failure to submit statutorily required documents shall result in rejection of the bid.

Reminders:

The following list is for illustration purposes only. Failure by the Board to list a required document shall not excuse a bidder's failure to provide a required document or prevent the Board from declaring a bid non-responsive because of the bidder's failure to provide the document.

GENERAL SPECIFICATIONS

Lease of the Florence L. Walther

School Facility

Instruction to Bidders

1. Bids are to be returned to:

Robert Kraft
School Business Administrator
Lumberton Township Board of Education
33 Municipal Drive
Lumberton, New Jersey 08048

By: **Thursday March 26, 2026 at 11:00 am.**

2. Bids must be in a sealed envelope marked as shown below on the front of the envelope.
Lumberton Township Board of Education

LEASE OF THE FLORENCE L. WALTHER SCHOOL FACILITY

Date and Time: _____

Bidder Name _____

Address _____

City, State Zip _____

3. BID OPENING

All bids will be publicly opened in the Board of Education Offices located at 33 Municipal Drive, Lumberton New Jersey 08048 and read beginning **11:00 am on Thursday, March 26, 2026**. Bidders and or their authorized agents, and the general public are invited to be at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete, and presented to the Business Office before the bid date and time. Bids will not be accepted or received after the advertised bid date and time. (N.J.S.A. 18A:18A-21(b)).

4. **BID GUARANTEE:**

Each bid must be accompanied by either a Treasurer's Check, drawn on a New Jersey Bank, or a Certified Check drawn to the order of the Lumberton Township Board of Education for the amount of not less than 10 percent of the cost of the total rent due under the terms of the Lease Agreement or \$20,000 whichever is less, or a bid bond duly executed by the bidder as principal and as surety thereon a surety company approved by the Board of Education and in an amount no less than 10 percent of the cost of the total rent under the terms of the Lease Agreement or a maximum of \$20,000, whichever is less. The bond shall be made payable to the Lumberton Township Board of Education as listed above. The bid guarantee will be returned to all except those bidders which the Board designates as final bidders within ten days after opening of bids, and the remaining checks or bid bonds will be returned within 48 hours after contract execution. If the bidder to whom the contract is awarded refuses or neglects to execute it, or fails to furnish the required performance bond as required herein, all within ten days after notification of award of contract, the amount of his guarantee shall be forfeited and shall be retained by the Board as liquidated damages.

The Lumberton Township Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Insurance, CN 325, Trenton, NJ 08625.

5. **BID FORM:**

Bids must be submitted on standard bid form supplied by the Lumberton Township Board of Education (hereinafter the "Board of Education" or "Public Agency") or like form. All blank spaces must be filled in by typewriter or in ink in a legible manner. Bids must be submitted in sealed envelopes, BEARING ON THE OUTSIDE THE NAME OF THE BID. The envelopes shall also bear the name and address of the bidders. If forwarded by mail, the sealed envelope containing the bid, marked as heretofore directed, must be enclosed in another envelope properly addressed. All bids forwarded by mail must be received at the Board Office prior to the stated time for bid receipt. It is suggested that all bids not delivered in person shall be forwarded by Registered Mail. No responsibility shall be attached to any person or persons for the premature opening of any bid not properly endorsed.

The bid proposal form must be duly signed by the authorized representative of the company in the appropriate space. Failure to sign the Bid Proposal form may be cause to disqualify the entire bid. The Board of Education will not consider any bid on which there is any alteration or departure from the bid specifications.

By submitting a proposal, the bidder covenants that he/she has carefully examined the contract documents, addenda, if any, and the site, if applicable; and that from their investigation, has satisfied his/herself as to the nature and location of the facility, the general and local conditions and all matters which may in anyway affect their use of the facility, and that as a result of such examination, he/she fully understands the intent and purpose thereof, his/her obligations there under, and that he will not make any claim for, or have any right to damages, because of the lack of information.

Each bidder submitting a bid for the lease of a school facility in as is condition shall include in his bid price, all, if any alterations they will request of the Board for their use of the facility.

6. WITHDRAWAL OF BIDS:

Bids may be withdrawn in writing prior to the date of opening of bids. After such date, the bidder may not withdraw his bid until the expiration of sixty (60) days, after which time a bid may be withdrawn only in writing and in advance of actual award of contract.

7. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the School Business Administrator/Board Secretary, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure to respond to a request for interpretation shall not relieve any bidder from any obligation under his bid submitted.

8. BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit with their bid package a copy of their New Jersey Business Registration Certificate as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certificate with the bid package may be cause for rejection of the entire bid.

9. CHALLENGES TO BID SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the purchasing agent no less than three business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or award of a contract.

10. LEASE

A. AWARD OF LEASE

The lease shall be awarded, if at all, to the highest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to law, including but not limited to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities and to take such alternates that the Board feels are in the best interests of the Board. The Board may, at its option, accept the highest responsible bid. Pursuant to N.J.S.A. 18A:18A-36, the Lumberton Township Board of Education shall award the contract or reject all bids within sixty days, noting the exceptions highlighted in the law.

B. EQUAL PRICES

When two or more bidders submit equal prices and the prices are the highest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board is the most advantageous, price and other factors considered.

C. RETURN OF LEASE AND RELATED DOCUMENTS

Upon notification of award by the Lumberton Township Board of Education, the successful bidder shall sign and execute a formal lease agreement between the Board of Education and the bidder.

The Successful bidder shall sign and execute said contracts and return said contracts along with the following:

1. Security Deposit.
2. Insurance Certificate with the Lumberton Township Board of Education as an additional insured. Other required documents outlined in the bid specifications.

The executed contracts and related documents must be returned within ten days of receipt of notification to:

Robert Kraft
 School Business Administrator/Board Secretary
 Lumberton Township Board of Education
 33 Municipal Drive
 Lumberton, New Jersey 08048

Failure to execute the contract and return said contract and related documents with the prescribed time may be cause for delay in occupancy of the premises or the annulment of award by the Board of Education with the bid security becoming the property of the Lumberton Township. The Board of Education reserves the right to accept the bid of the next highest responsible bidder.

11. INDEMNIFICATION

The bidder shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses, including, but not limited to attorneys' fees, in connection therewith on account of the loss of life property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the use of the facilities. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

12. INSURANCE

The bidder to whom the contract is awarded shall secure, pay the premiums for, and keep in force until the contract expires, insurance of the types and amounts listed below:

General Liability	\$2,000,000	General Aggregate
	\$1,000,000	Products
	\$1,000,000	Personal Injury
	\$1,000,000	Each Occurrence
	\$1,000,000	Fire Damage
	\$5,000	Medical Expense

The contractor must include the following clause on the insurance certificate for the above: "The Lumberton Township Board of Education is named as an additional insured."

Workers Compensation Insurance – Minimum Required, unless greater amount is required by law:

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 Each Employee

Contract Liability	Same as General Liability
Automobile Liability	\$1,000,000 Per Occurrence

Prior to the occupancy of the premises the successful bidder shall furnish a Certificate of Insurance to the Lumberton Township Board of Education showing the above minimum insurance requirements in forms and with insurance companies acceptable to the owner. Further, it is agreed that the policy (IFS) shall be endorsed to provide 30 days written notice of cancellation or non-renewal to the owner prior to cancellation, termination, or material alternations of said insurance.

Automobile liability insurance shall be included to cover any vehicle used by the insured.

SPECIFICATIONS

Lease of the Florence L. Walther School Facility

A. INTENT

The Lumberton Township Board of Education has determined that the Florence L. Walther School Facility, located at 56 Chestnut Street, Lumberton, New Jersey (hereinafter referred to as the “Facility”) is currently not necessary for school purposes, but it does not desire to dispose of for reasons that the property may, at some future time, again be required for school purposes. The Board intends to enter into a lease for use of the Facility, which includes a building situated on the premises commonly referred to as the Florence L. Walther School Facility and all of the athletic fields and parking area adjacent to the building, with the option to renew the lease. Use of the athletic fields, including the gymnasium, will be made available for Township use when not used by the bidder. The lease will be a **Full Service Lease** and the bidder’s rate should be an all-inclusive rate. All adjacent athletic fields and parking lots adjacent to the building are included in this Request for Bids.

B. DESCRIPTION OF PROPERTY

The Lumberton Township Board of Education is the owner of land located at 56 Chestnut Street Lumberton, Burlington County, New Jersey that is commonly referred to as the Florence L. Walther School Facility.

A building is located on the property of 56 Chestnut Street, Lumberton, Burlington County, New Jersey, (the “Building”). The Building was previously used as a school facility, originally built in 1950 as an elementary school, which is commonly referred to as the Florence L. Walther School. The Building is a one story, 28 leasable classroom, brick and cinder block structure that includes a cafeteria/all purpose room with a performance stage (5,465 sq. ft.), gym (4,385 sq. ft.), teachers’ lunch room, main office, auxiliary offices, library (2,420 sq. ft.), 816 boiler rooms, storage rooms, and public bathroom facilities. The structure is approximately 48,953 square feet. The heating, air conditioning and ventilation units are in working order and do not require replacement. The Facility has 46 parking spaces. The Building does contain asbestos. A copy of the Lumberton Township School District’s asbestos plan is available for review upon request. Classrooms 20, 21, 22 and 23 (see attached map) and the Extended Day Care Building are NOT part of the lease.

A parking area surrounds the Building (the “Parking Lot” or “Parking Area”). Both the Building and Parking Lot comprise the Facility and are included in this Request for Bids.

Fields are adjacent to the Building, which are included in the Facility and this Request for Bids.

C. ZONING

The successful bidder’s use of the Facility must comply with all land use and zoning laws, including the Municipal Land Use Law and the zoning ordinances of the Township of Lumberton, and be approved by the Board of Education. It is the successful bidder’s responsibility to determine whether the successful bidder’s desired use of the Facility is permissible.

D. TERMS OF LEASE – CONTRACT PERIOD

The Board of Education is seeking a single lease for the use of the Facility. The Lease shall commence on September 1, 2026.

RENT: Minimum rent for the first term (September 1, 2026 through August 31, 2027) is \$592,000 annually made payable in monthly installments due on or before the first of every month. Rent not paid by the 5th of the month shall incur a late charge equal to 10% of the total amount owed or \$5,000 whichever is greater.

ADDITIONAL RENT: Tenant will be responsible for all operating costs associated with the building, pursuant to a NNN lease (the “Operating Expenses”). Landlord shall not recover more from Tenant than the actual Operating Expenses paid by Landlord in connection with the operation of the Building for any year and Landlord shall not make a profit from the collection of Operating Expenses from Tenant. The Lease shall contain typical carve outs for Operating Expenses including, but not limited to, debt service, depreciation or amortization (except for amortization of permitted capital improvements), capital improvements (other than those expressly permitted per the lease), and sums paid to Landlord or its affiliates which are in excess of those that would be charged by third parties for similar services in an arm’s length transaction.

The successful bidder will be expected to execute a Lease Agreement within thirty (30) days of receiving the award.

An automatic increase to the yearly rental fee of **three (3) percent** is agreed upon to by the lessor and lease at beginning of each renewal year.

A **security deposit of three months’ rent** (“Deposit”) will be required at the time of the execution of the lease. These funds may be used at the discretion of the lessee to offset any damage (not considered to be normal wear and tear) at the time of termination of the lease agreement. Upon lease execution the Deposit will be placed in a mutually agreed upon Escrow account. Should tenant cancel the lease at any time prior to commencement, 09/01/2026, then the deposit will become non-refundable. If the tenant moves forward with lease commencement, then the deposit of \$25,000 shall be credited toward the security deposit. Tenant shall provide **three months of Base Rent as the total security deposit**. For each year of good standing payments, one month of security deposit will be credited back to Tenant until one month of security deposit remains. The final \$25,000 shall remain in escrow until the conclusion of the lease.

THE BOARD OF EDUCATION RESERVES THE RIGHT TO TERMINATE ANY LEASE PROCURED HEREUNDER UPON 60 DAYS WRITTEN NOTICE TO LESSEE IF AT ANY TIME DURING THE TERM OF THIS LEASE THE ESTIMATED COST OF REPAIRS TO THE SCHOOL EXCEEDS THE AMOUNT OF RENT COLLECTED FROM THE LESSEE IN THE PRECEEDING TWELVE (12) MONTH PERIOD. THE BOARD OF EDUCATION SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT AND CONSEQUENTIAL DAMAGES OR COSTS OF RELOCATION.

E. PAYMENT

The Board of Education will require equal monthly payments due by the first of the month. First payment is due upon the signing of the lease agreement as per the schedule that will be set in the lease agreement.

The Board shall have available to it all rights and remedies provided under the law in the event the successful bidder fails to make timely payments.

F. TAXES/UTILITIES:

The successful bidder is responsible for any real estate or any other taxes that may become applicable due to the Board of Education's tax-exempt status. All utility costs shall be charged to Tenant at Landlord's actual cost, subject to all applicable discounts, with no mark-up, service charge, profit, fee or other sum payable to the Landlord. Tenant shall receive the appropriate discounts associated with the solar panels located at the Building.

G. BUILDING HOURS/PERMITTED USES:

Tenant shall have access to the building 24 hours a day, seven days a week. Tenant shall have the right to use the Facility for the purpose of providing educational services. If a use is considered other than educational purposes, it must be an approved zoning use. Tenant shall be responsible for obtaining all necessary zoning approvals.

H. SIGNAGE:

Tenant shall have the right to place signage on the Building as well as monument signs on the grounds of the building, at its sole costs and expense. Landlord shall be obligated to remove all existing Building signage, at its sole cost and expense, by September 01, 2026.

I. BUILDING ALTERATIONS/IMPROVEMENTS/MAINTENANCE:

In the event the successful bidder wishes to make alterations or improvements to the Facility, the successful bidder must first get written approval from the Board. The successful bidder shall submit its plan in writing to the Board for consideration. No alterations, additions, or improvements shall be made without the written consent of the Board. Landlord shall provide Tenant with no allowance towards improvements to the Premises. Building will be delivered broom clean, free of all personal property of previous tenant or occupant, but otherwise in "as is" condition. Notwithstanding the foregoing, Landlord shall ensure the following:

1. All lights are in good working order prior to the Lease Commencement Date, which shall include replacing all light bulbs that have been fused and not working.
2. Ensure the HVAC system is in good working order.
3. Landlord shall replace any damaged ceiling tiles, including those ceiling tiles that have water stains.

4. Ensure all sidewalks and curbs are in good condition and any necessary cracks and breaks are fixed appropriately.

EXISTING FURNITURE: During the term of the Lease, Tenant shall have the right to use the furniture currently in Premises (the "Existing Furniture"), including any subsequent renewal terms, at no cost to Tenant. Any Existing Furniture that Tenant elects to not use shall be removed by Landlord, at its sole cost and expense, prior to the Lease Commencement Date.

The successful bidder agrees to construct any alterations and improvements to the Facility at the successful bidder's sole expense. The successful bidder understands and agrees to be solely responsible for the expense of such improvements, which may include, but not be limited to, payment for all engineer's and other professional fees, including reasonable fees for review charged by the Board's professionals, all governmental or other applications and associated costs, all site work, landscaping, paving, striping, signage or other construction costs. The Board shall not be responsible or incur any cost or expense for said construction or other costs associated with improvements necessary to fulfill the purposes of this lease.

All approved alterations or improvements will belong to and become the property of the Board and shall be surrendered with the Facility and made as part thereof upon the expiration or sooner termination of this lease, without hindrance, or injury. In completing the alterations and improvements pursuant hereto, the successful bidder shall ensure that areas of active construction are fenced off in a manner that keeps the public safe from harm and that nonetheless allows full, free and safe access to the surrounding areas. The successful bidder shall have the right to remove all equipment, apparatus and trade fixtures installed in or attached to the leased Facility by the successful bidder at the termination of the tenancy created herein, provided, however, that the successful bidder restores the Facility to its prior condition. No work is to be performed unless and until the successful bidder has obtained and provides to the Board the original or copies of all necessary permits/approvals in order to perform the authorized work set forth herein. Additionally, all work shall be performed in a good and workmanlike manner and, at the option of the Board, upon completion of the tenancy created herein, the successful bidder shall restore the Facility to the condition originally found.

The successful bidder is responsible for obtaining any necessary construction permits, must comply with all relevant zoning ordinances and must comply with all state laws including, but not limited to, prevailing wage and DPMC qualifications.

J. BUILDING MAINTENANCE/HVAC/COMMON AREA MAINTENANCE:

Landlord shall be obligated to maintain and repair the following:

1. Mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general. Notwithstanding the foregoing, in any given calendar year, Tenant shall be responsible for up to \$1,000 of costs associated with maintaining and repairing the HVAC system. Landlord shall be responsible for all costs beyond \$1,000.
2. The structural elements of the Building.
3. Roof of the Building.

4. The exterior and underground water and sewer lines, electric service to the Premises.

Tenant shall be obligated to maintain and repair the following:

1. The lawn and grounds, including the cutting of grass and the removal of the snow and ice from sidewalks, driveways, and parking areas.
2. Landscaping throughout the grounds.
3. Up to \$1,000 of costs associated with maintaining and repairing the HVAC system.

K. WARRANTIES:

The Board does not provide any warranties as to the condition of the building. It is the successful bidder's responsibility to assess the Building to determine its condition, including any necessary repairs in order to occupy the Facility. The Building is offered to lease in "As Is" condition. The successful bidder agrees that the successful bidder has examined the premises and will enter into the Lease without any representation on the part of the Board as to the condition thereof and leases the Facility "As Is." The successful bidder is responsible to make any repairs the successful bidder determines to be necessary to occupy the premises in accordance with Paragraph G above.

According to an environmental report dated May 2020 the Building contains asbestos. It is the successful bidder's responsibility to determine whether any repairs need to be made or remediation done to the Building to ensure that the Building meets all asbestos-related standards, laws and regulations. The successful bidder is solely responsible for the cost of remediating and disposing any structures, fixtures, or materials in the Building that contain asbestos.

L. SPECIAL CONDITIONS/INSTRUCTIONS:

The successful bidder must include a description of the use of the Building. Use of the Building must be consistent with the terms of the Bid Specifications and General Conditions and must comply with any applicable laws and regulations. The Building may not be used to promote, encourage, or facilitate the sale or use of drugs, alcohol, tobacco, pornography or other products designed for use in connection with sexual activity, gambling, violence, or any unlawful or illegal activity.

The proposed lease will also be subject to the following terms and conditions: All proposals must include as part of the submission a plan showing the proposed traffic pattern and an estimate of the normal traffic impacts in terms of cars into/out of the facility during a 24 hour period, including the anticipated peak hours and intensity of such traffic flow.

M. MAINTENANCE:

The lessor agrees to maintain the Facility, including the athletic fields and parking lot in good condition and state of repair, consistent with and in recognition of the successful bidder's use of the Facility and at the end or other expiration of the term hereof, the successful bidder shall deliver up the Facility in good order and condition. The lessor is responsible for both interior and exterior maintenance for the Building. The

successful bidder shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs.

N. **OTHER RESTRICTIONS AND LIMITATIONS:**

Public parking is available on a first come first serve basis. Signage is per the Township's **Ordinances** subject to approval by the Board. Occupancy limitations are based on applicable Municipal Codes.

BOARD OF EDUCATION

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the Board of Education insurance requirements and agrees to provide all insurance required by these documents prior to award of contract.

BIDDER (Signature)

DATE

BIDDER - Print Name

NOTE: FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN THE REJECTION OF YOUR PROPOSAL

INDEMNITY AND HOLD HARMLESS AGREEMENT

(Contractor, if corporation, also responsible individual of corporation signing individually) agrees to indemnify and hold harmless the Lumberton Township School District, and their agents and employees, from an against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of the performance of the work herein, which is 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or in part by (Name of Contractor) negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether The Lumberton Township School District is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Printed Name of Contractor

Signature of Contractor

Date

To be completed and signed below. Return with Bid

NON-COLLUSION AFFIDAVIT

Title of Bid: Lease of the Florence L. Walther School Facility, 56 Chestnut Street, Lumberton, Burlington County, New Jersey

Re: Bid Proposal for the Lumberton Township Board of Education.

STATE OF NEW JERSEY :

ss:

COUNTY OF _____)

Bid Date: **March 26, 2026**

I _____, of the City of _____ in the County of

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

I am, _____ (Position in Company) of the firm of

_____ and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education of the Township of Lumberton Township relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/ Vendor/Lessee)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR/LESSEE)

before me this _____ day of _____, _____.

NOTARY PUBLIC SIGNATURE

My commission expires:

Print Name of Notary Public

Month Day Year

To be completed and signed below. Return With Bid

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND
STATEMENT OF OWNERSHIP**

Title of Bid: Lease of the Florence L. Walther School Facility, 56 Chestnut Street, Lumberton, Burlington County, New Jersey

Re: Bid Proposal for the Lumberton Township Board of Education.

Bid Date: **March 26, 2026**

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Sub Chapter S Corp. |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corp. |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Other- _____ |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the bidder, then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10% or More Interest)

Owner's Name	Home Address	Title/Office Held	% of Ownership

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

(form continued on next page)

To be completed and signed below. Return With Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (con't)

If your firm is not a corporation and/ or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized _____

Names of Principals	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Use additional paper if needed. Check here if additional sheets are attached.

Name of Company _____

Address _____

City, State, Zip _____

Authorized Agent _____ Title _____

SIGNATURE OF AUTHORIZED AGENT

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

<input type="checkbox"/>	<p><i>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.)</i></p>
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CONTRACT AMENDMENTS AND EXTENSIONS

<input type="checkbox"/>	<p><i>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.)</i></p>
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IF UNABLE TO CERTIFY

<input type="checkbox"/>	<p><i>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. <u>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.</u></i></p>
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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 Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. 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 Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

Lumberton Township School District
Administration Building
33 Municipal Drive
Lumberton, NJ 08048

The respondent by signing this proposal form, acknowledges that he/she has carefully examined the RFP requirements and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the RFP.

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, March 26, 2026, 11:00 AM**. All proposals are to be sent to:

Mr. Robert Kraft
School Business Administrator/Board Secretary
Lumberton Township School District
33 Municipal Drive
Lumberton, New Jersey 08048
Phone # (609) 267-1406 Ext 6615 Fax # (609) 267-0002

RESPONSIBLE PARTY FOR EXPENSES

This will lease a full service lease and lessor will have complete responsibility for all expenses related to the operation and maintenance of the leased space for the full term of the lease, including taxes as required by law (real estate and personal property, if applicable), rubbish removal, all utilities, custodial staffing and supplies, grounds and landscape maintenance, snow removal and all repairs required to maintain the building in compliance with all applicable provisions of law, regulations, and building codes. Information technology and telecommunication systems are the sole responsibility of the lessee.

Category	Responsible Party
Sewer	Lessor
Water	Lessor
Electricity	Lessor
Natural Gas	Lessor
Property Taxes (if applicable)	Lessor
Custodial Staffing & Supplies	Lessor
Building Maintenance (Building Repairs)	Lessor
Grounds and Landscaping	Lessor
Snow Removal	Lessor
Rubbish Removal	Lessor
Information Technology	Lessee
Telecommunication Systems	Lessee

BID SHEET

Date _____

The bidder above-mentioned declares and certifies:

That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the School Business Administrator, and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.

An automatic increase to the yearly rental fee of **three (3) percent** is agreed upon to by the lessor and lease at beginning of each renewal year.

The bid provided must be based upon terms not to exceed four years, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done in writing to the Real Estate Broker through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquires raised too close to the bid date will not be able to be answered.

Lease term: September 1, 2026 through August 31, 2029

Annual bid amount in words: _____

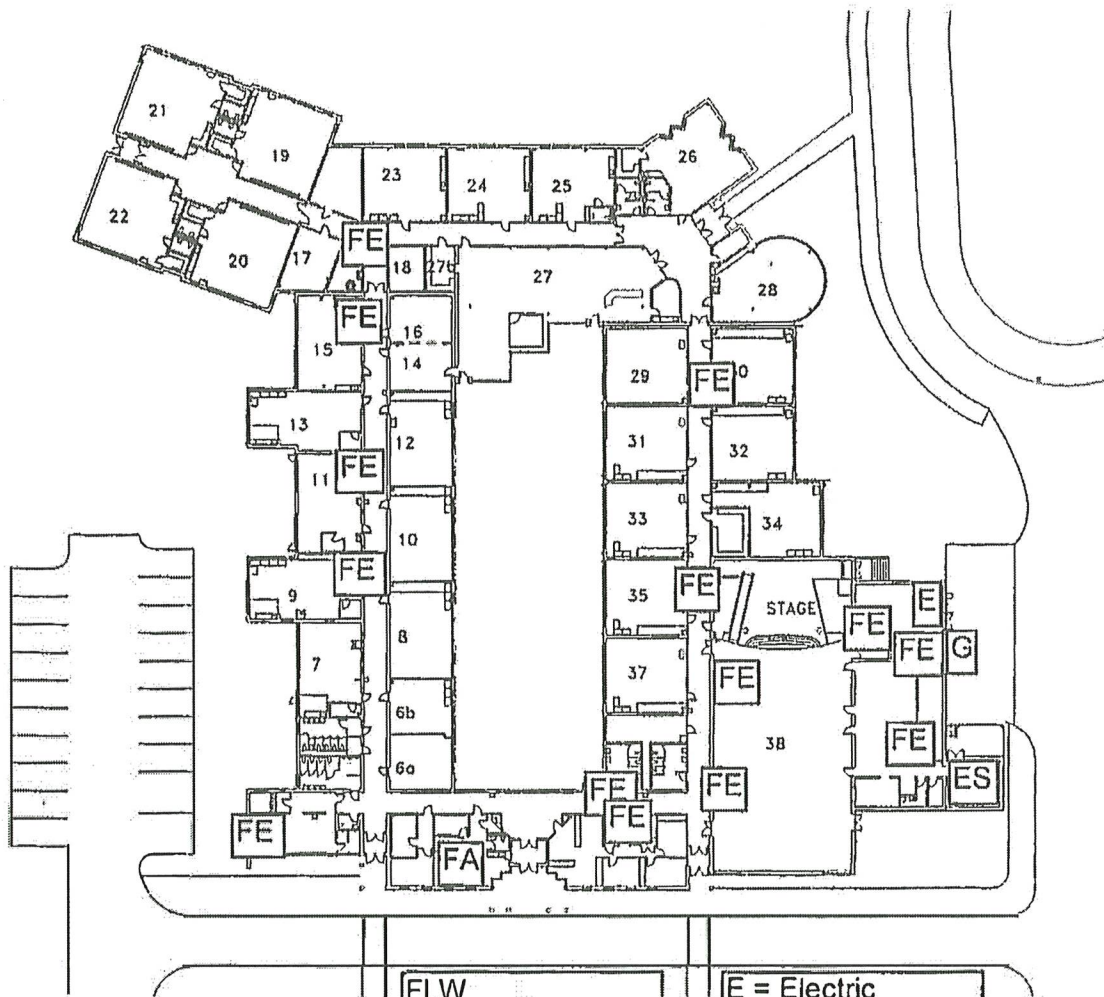
Annual bid amount in numbers: \$ _____

Authorized Signature

Name and Title (Print or Type)

Telephone Number

**BUILDING FLOOR PLANS
 FLORENCE L. WALTHER SCHOOL
 56 CHESTNUT STREET, Lumberton, NJ 08048**



FLW	E = Electric
Usage: School	G = Gas
	ES = Emergency Supplies
	FA = First Aid
	FE = Fire Extinguishers
	CS = Chemical Storage