

# **BOROUGH OF SOUTH RIVER**

## **INSTRUCTIONS TO BIDDERS FOR A SHORT TERM LEASE OF BOROUGH OWNED PROPERTY LOCATED AT 6 THOMAS STREET**

**Bids to be opened on  
July 15, 2026 at 11:00 a.m.**

1. Sealed bids will be received by the Borough of South River at the office of the Borough Clerk of the Borough of South River located at Borough Municipal Building, 48 Washington Street, South River, in the County of Middlesex, State of New Jersey, on July 15, 2026 at 11:00 a.m., at which time said bids will be publicly opened and read aloud.

2. Bidders are cautioned to read these specifications carefully and to execute all required documents, sign their proposals and comply with surety requirements. All prices must be written in ink or typewritten and signatures must be in ink. Failure to comply with the provisions of this notice will result in rejection of the bid.

3. Bids shall be enclosed in a sealed envelope addressed to the Borough of South River with the front of the envelope plainly marked with the name and address of the bidder and name of item being bid on. Two (2) copies of bid forms properly signed are required. Official bid forms are enclosed for your convenience and **MUST BE USED** when submitting proposal.

4. No bid shall be accepted after the hour specified. Additional bid forms and instructions may be procured from the Borough Clerk of the Borough of South River.

5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Borough of South River and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

6. The Borough of South River reserves the right to accept or reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed to be in the best interest of the Borough of South River to do so.

7. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the decision of the Mayor and Borough Council of the Borough of South River shall be final and conclusive.

8. Non-performance by the successful bidder or his failure to execute the lease agreement within sixty (60) days after the award, shall result in his deposit being forfeited to the Borough of South River as liquidated damages for such neglect or refusal and not as a penalty.

9. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Borough to determine the lowest bid that will most economically fulfill the intentions of this contract.

10. The Borough of South River reserves the right to accept or reject any or all bids as permitted by law and to waive any immaterial defect or informality in any bid should it be in the interest of the Borough to do so.

**11.** In the event of a tie bid, the Borough of South River reserves the right to award the bid, at its discretion, to any one of the tied qualified bidders as permitted by law.

**12.** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Borough of South River.

**13.** The required lease agreement will be prepared by the Borough Special Counsel, a copy of which will be kept on file with the Borough Clerk. A draft agreement has been attached to the bid specifications.

**14.** Successful bidder agrees that it will make no claim for reduction in lease payments or any other concession because of any misinterpretation or misunderstanding of the contract on its part, or of any failure to fully acquaint itself with any conditions relating to the contract.

**15.** All bidders shall complete and sign the "Disclosure of Ownership" and the "Non-Collusion Certification" as provided with the instructions and specifications of this bid proposal, and also submit a copy of its "Business Registration Certificate."

**16.** All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.*, and N.J.A.C. 17:27. Bidders are also required to comply with the requirements of P.L. 1971, c. 198, and P.L. 1977, c. 33, as amended.

**17.** Bids must be accompanied by a certified check, or cashier's check in the amount of ten percent (10%) of the total bid FOR ONLY ONE YEAR of the lease period and shall be made payable to the Borough of South River.

**18.** If a certified check or cashier's check are submitted with this proposal they will be returned to the unsuccessful bidders within three (3) days after awarding of the contract. The check of the successful bidder shall be held to secure the Borough from any loss due to the non-performance of the successful bidder as provided herein.

**19.** A written request for the withdrawal of a bid will be granted if the request is received by the Borough Clerk prior to the specified time of bid opening.

**20.** Any prospective bidder who wishes to challenge these bid specifications shall file all challenges in writing with the Borough Clerk no later than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

**21.** Any further information desired regarding furnishing of said bid item or obtaining delivery information may be procured during regular business hours from the Administrator, Borough Municipal Building, 48 Washington Street, South River, NJ Telephone (732) 257-1999

In accordance with the Instructions to Bidders and Specifications, the undersigned hereby certify that they have read and understand the same and propose to furnish and/or deliver the items listed at the prices offered and within the time specified for delivery. The undersigned hereby certifies that this proposal is genuine and is made without collusion with any person, firm or corporation making a proposal for the same material, equipment or service.

Company

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Address

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Telephone (\_\_\_\_\_) \_\_\_\_\_

Signature

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Title

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**BID PROPOSAL**

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(Name of Bidder)

hereby submits a bid in the amount of rental payment per month

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(Price in words)

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(\$ \_\_\_\_\_).

(Price in figures)

Broken down as follows:                      Year 1                      \$ \_\_\_\_\_

5 months                      \$ \_\_\_\_\_

For the lease of the public building and property located at 6 Thomas Street and designated as Block 147, Lot 23 in the Borough of South River, County of Middlesex, State of New Jersey.

\*Please note that the minimum bid for the lease is \$2,000.00 per month/\$24,000.00 per year.  
The lease term shall end on December 31, 2027.

**(Bid Proposal Continued/Non-Collusion Affidavit)**

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the Borough concerning his ability to successfully perform the work in a satisfactory manner.

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and is not the result of collusion; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a false bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Borough or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no Borough official or employee is interested directly or indirectly in the bid or in any portion of the bid, nor in the contract or in any part of the contract which may be awarded the undersigned on the basis of such bid.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Bidder)

By \_\_\_\_\_  
(Signature of Individual, Partner, or Officer Signing the Proposal)

**SEAL**

*(Seal is required if bidder is a corporation)*

### **AFFIRMATIVE ACTION**

1. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27.
2. Bidders shall execute and submit the Affirmative Action Exhibit A which follows on next page.
3. The successful bidder shall submit Affirmative Action evidence after notification of award, but prior to execution of the contract with the Borough. Affirmative Action evidence shall be either a copy of letter of Federal approval, or Certificate of Employee Report, or complete Form AA-302 (Employee Information Report).

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**DISCLOSURE STATEMENT**

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with ten percent (10%) or greater interest therein, as the case may be. (IF NONE, WRITE NONE.)

Bid Item: \_\_\_\_\_

Name of Corporation or Partnership: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

Percentage of Interest in Corporation or Partnership:

Name

Address

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Notary Public)

**BIDDER'S AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
: SS.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that he/she resides at:

\_\_\_\_\_ and that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Partnership/Corporation)

who signed the above Proposal or Bid, that he/she was duly authorized to sign and that the bid is the true offer of the bidder, that the seal attached is the seal of the bidder and that all declarations and statements contained in the bid are true to the best of his/her knowledge and belief.

He/she further deposes that he/she has submitted herewith a list of names and addresses of all stockholders and/or partners owning a ten percent (10%) or greater interest therein in compliance with P.L. 1977, Chapter 33, effective March 8, 1977.

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
(Notary Public)

**BOROUGH OF SOUTH RIVER**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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**NAME OF CONTRACTOR/BIDDER**

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**PART 1:**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above for which I am authorized to submit a proposal**

- ☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**
- ☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Borough of South River under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

**You must provide a detailed, accurate and precise description of the activities of the proposer/bidder, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name \_\_\_\_\_

Relationship to Proposer/Bidder \_\_\_\_\_

Description of Activities

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Duration of Engagement \_\_\_\_\_

Anticipated Cessation Date \_\_\_\_\_

Proposer/Bidder Contact Name \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

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**Certification:** I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Borough of South River is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough 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, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of South River and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

**FULL NAME** (print): \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_

## **GENERAL BIDDING REQUIREMENTS**

### **A SHORT TERM LEASE OF BOROUGH OWNED PROPERTY LOCATED AT 6 THOMAS STREET**

- A.** Each bid shall be submitted, in writing, addressed to the Borough Clerk, Borough Municipal Building, 48 Washington Street, South River, New Jersey, and shall be in the hands of said Clerk at or before the time set forth in the Notice to Bidders for the receipt of bids. No responsibility shall be assumed by the Borough for any bid mailed to the Clerk which is not received before the time stated above for the receipt of bids. No bids will be received after the first bid is opened at said time and place.
- B.** Each bid shall be signed by the bidder and contained in a sealed envelope which shall be addressed to the said Clerk and shall contain on its face a statement that it is a bid on said item in order that said bid may not be inadvertently opened prematurely.
- C.** Each bid shall state that it is made in accordance with Notice to Bidders.
- D.** The minimum bid to be considered by the governing body shall be \$2,000.00 per month/\$24,000.00 per year for approximately one year and five months, which lease term shall commence upon execution of the lease agreement and expire on December 31, 2027.
- E.** The Borough reserves the right to accept or reject any and all bids, and the right to not accept the highest bid.
- F.** The lease is the property owned by the Borough of South River located at 6 Thomas Street and designated as Block 147, Lot 23 in the Borough of South River, County of Middlesex, State of New Jersey. All drawings/plans for any proposed construction on site, including but not limited to a fence, are subject to prior review and approval by the Borough.
- H.** Use of said premises shall be limited to any lawful use permitted in the current Zone. Said premises shall not be used for any other purpose or purposes. The successful bidder shall be responsible to attain, at its sole cost and expense, all governmental approvals and permits if construction or maintenance is required.

- I.** The successful bidder shall enter into a lease agreement with the Borough of South River in a form prepared by the Special Counsel, a copy of which will kept on file with the Borough Clerk. Said lease shall be entered into within sixty (60) days of the award of the bid.
- J.** Prior to the commencement of the lease term with the successful bidder, it shall be the obligation of the successful bidder to obtain and maintain liability insurance against all claims on account of personal injury and property damage or death to persons, for which the successful bidder may become liable as a result of the use and occupancy of the premises and shall name the Borough as a additional insured under said policy for the term of the lease. The successful bidder shall maintain such comprehensive general liability insurance in an amount not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence together with property damage insurance in the amount of \$500,000.00. The successful bidder shall provide the Borough with a Certificate of Insurance, evidencing compliance with this paragraph and providing the Borough with thirty (30) days prior written notice of cancellation or amendment of said policy. The successful bidder shall also maintain a policy insuring the Borough against loss or damage to the tower at full replacement cost.
- K.** Each bid shall be accompanied by cash, certified check, cashier's check, or bank money order in the amount of ten percent (10%) of the bid price FOR ONLY ONE YEAR. All checks will be returned to parties depositing them when the successful bidder has been ascertained, except the check for the successful bidder, which shall be held to secure the Borough from any loss due to his non-performance and/or improper performance. The successful bidder shall not be entitled to any interest thereon and the money shall be returned at the end of the agreement term providing the premises are surrendered in as good as condition as the same shall have been at the time possession was given to the successful bidder.
- L.** The successful bidder shall agree to pay all legal fees associated with the lease agreement, including but not limited to, preparation of the bid specifications, review of bid responses, and drafting and negotiation of lease agreement. Upon award of the lease agreement by the Borough Council, prior to the negotiation of the lease agreement, the successful bidder shall deposit three thousand five hundred dollars (\$3,500.00) with the Borough which shall be held in a escrow account for legal fees. If the amount of legal fees does not exceed the above stated amount, the balance will be returned to the successful bidder within thirty (30) days after full execution of the contract. If the amount of legal fees exceeds the amount in escrow, the successful bidder shall be responsible for the additional fees incurred

and shall remit payment to the Borough within 30 days of the full execution of the contract.

- M.** In the event the bidder is a corporation or partnership, it shall submit to the governing body, prior to the time of the receipt of the bids or accompanying the bid, a statement setting forth the names and addresses of all stockholder, in the corporation or partnership who own ten percent (10%) or more of its stock or an interest equivalent for the same in accordance with P.L. 1977, c.33 as amended.
- N.** If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27.
- O.** **ANY BID THAT FAILS TO INCLUDE A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE SHALL BE REJECTED.**
- P.** For additional information, contact the Borough Administrator at (732) 257-1999.

## **TECHNICAL SPECIFICATIONS**

### **A SHORT TERM LEASE OF BOROUGH OWNED PROPERTY LOCATED AT 6 THOMAS STREET**

1. **Location** - All that certain premises owned by the Borough of South River located at 6 Thomas Street and designated as Block 147, Lot 23, in the Borough of South River, County of Middlesex, State of New Jersey.
2. **Use of Premises** - The premises shall only be used for the following purposes:
  - A. Any lawful purpose permitted in the current Zone; however, the premises shall not be renovated for any purpose without the specific written approval of the Borough.
  - B. The successful bidder may also construct necessary appurtenant facilities, signs and perimeter chain link or similar security fence as long as it remains within the footprint of the lease and has received prior approval of the Borough.
  - C. The successful bidder shall at its own expense maintain the building at the site in a safe condition, and in good order and repair.
  - E. The premises may be accessed by the successful bidder on a twenty-four (24) hour, seven (7) day a week basis.
3. **General Conditions:**
  - A. The successful bidder shall be solely responsible for obtaining any and all federal, state, county and municipal approvals, licenses, and permits.
  - B. The successful bidder shall only utilize qualified contractors and employees to install, repair or remove the improvements constructed upon the premises after receiving prior approval of the Borough.
  - C. All agents and employees of the successful bidder shall conduct themselves in a orderly and respectable manner in connection with the operation of the communication facilities on the Borough's property.
  - D. Said lands and premises during the term of the lease shall always be kept in a clean and orderly condition.
  - E. The successful bidder shall comply with all applicable governmental laws, rules,

regulations and orders respecting the premises, the tower and the use thereof.

4. **Rent** - The successful bidder shall agree to pay to the Borough rent on a monthly basis in equal installments due on the first day of each calendar month. The successful bidder shall also pay as additional rent, any real estate taxes resulting from property improvements made by the successful bidder.
5. **Term** – The proposed term of the agreement shall be approximately one year and five months. The lease shall commence upon execution of the lease agreement and terminate no later than December 31, 2027. The Borough reserves the right to terminate the lease upon 60 days prior notice in the event the property is assigned, sold or needed for public use.
6. **Utilities** -
  - A. All utilities, including electric, telephone, water, sewer and gas used on said premises during the term of the lease shall be connected, installed, maintained and paid by the successful bidder. A \$500.00 security deposit will be held by the Borough of South River to insure the payment of all utilities. The successful bidder shall not be entitled to any interest thereon and the money shall be returned at the end of the leasehold term providing all utilities are paid. In the event that the successful bidder does not pay all utilities by the end of each year and at the option of the Borough, it may declare the leasehold interest null and void and apply the security deposit toward the payment of said utilities. The balance of said security deposit shall thereafter be returned to the successful bidder less any costs incurred by the Borough for attorney fees and costs in connection with declaring said leasehold interest null and void.
  - B. The successful bidder shall be responsible at its sole cost and expense for bringing utilities to the building installed on the premises and cause an electric meter to be installed.
  - C. The successful bidder shall pay for all utility services used at the premises as well as for the power needed to operate any improvements installed thereon.
7. **Compliance** - In the event the successful bidder does not comply with all of the terms of the lease then and in that event the Mayor and Council may, at its option, declare the lease null and void. The said lease shall be assigned only upon written notice and approval by the Borough.