

## SEALED BID SOLICITATION FOR SURPLUS PROPERTY

The New Jersey Schools Development Authority (“NJSDA”) is offering surplus property for sale.

**ITEMS:** 6 Temporary Classroom Units (“TCU’s”) (see Bid Submission Sheet for details). Photographs and additional descriptive materials may be viewed and downloaded from the web site <http://www.njsda.gov/>

A TCU consists of 2 portable trailer halves which, when joined together, provide one large classroom unit including lighted exit signs, a water fountain, a private single, unisex bathroom (sink and toilet), cubby storage area, utility/craft sink and lockable walk-in closet. There are 3 windows on one trailer and 2 windows on other trailer. There is an entrance/exit door on each of the two trailers. Each trailer measures approximately 12’ X 44’. Each classroom has its own HVAC unit and hot water heater. Generally included with the unit are: 1 fire extinguisher, 1 White Board, 2 Tack Boards, 1 pull-down projection screen, and 5 aluminum blind sets – 1 per window.

1. All bids must be submitted on the attached Bid Submission Sheet and must be received prior to 2:00 PM on May 8, 2008, at the following address:

If U.S. Mail:

NJSDA  
P.O. Box 991  
Trenton, New Jersey 08625-0991  
Attention: Sean Murphy – Bid: Neptune TCU’s

If Fed Ex, UPS, Courier, Hand Delivery:

NJSDA  
1 West State Street  
Wachovia Bank Building  
Trenton, NJ 08625-0991  
Attention: Sean Murphy – Bid: Neptune TCU’s

2. All inquiries and correspondence must be addressed to the attention of Sean Murphy, NJSDA, Division of Procurement & Contract Services, P.O. Box 991, Trenton, New Jersey 08625-0991. You may also call 609-341-5974 or email [smurphy@njsda.gov](mailto:smurphy@njsda.gov).
3. Bids will be publicly opened at 2:00 PM on May 8, 2008, at NJSDA, 1 West State Street, Trenton, New Jersey. Directions to the NJSDA may be found at: <http://www.njsda.gov/CU/DirectionToTrenton.htm>.
4. The Bid Submission Sheet and this terms sheet must be submitted together, in a sealed envelope marked as follows: **ATTN: SEAN MURPHY – BID: NEPTUNE TCU’S**. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bids.

5. The surplus assets are offered and sold **AS IS, WHERE IS, AND WITH ALL FAULTS**. Prospective bidders are urged to inspect the assets to be auctioned and conduct their own due diligence prior to submitting a bid. The NJSDA makes no warranty, express or implied as to the operability or condition of the assets or fitness or suitability for any purpose. No request for adjustment in price or rescission of the sale will be considered.
6. The surplus assets are located in Neptune, New Jersey, as indicated on the bid submission sheet. To schedule an appointment to inspect the assets, contact the person listed on the bid submission sheet.
7. Assets will be released to the successful bidder upon receipt of full payment, complete removal of the TCU(s) from the site and leaving the TCU removal site in a safe condition acceptable to the NJSDA.
8. Settlement by Certified Check, Cashier's Check or Money Order must be made within five (5) business days following date of notification of award to the successful bidder. Removal of the assets must be completed between June 27, 2008 and July 14, 2008, time is of the essence. The bidder's failure to remove the assets on or before the agreed upon date will result in the bidder's forfeiture of all payments.
9. Should the winning bidder fail to complete the purchase within the time periods specified above, the assets may be offered to the next highest bidder, re-auctioned or otherwise disposed of, at the discretion of the Senior Director, Division of Procurement & Contract Services, with no further obligation on the part of the NJSDA to the defaulting previous winning bidder.
10. The Senior Director, Division of Procurement & Contract Services reserves the right to accept or reject any or all bids if in the best interest of the NJSDA. In the event of tie bids, the tied bidders only shall be requested to submit a best and final offer.
11. The bidder shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the NJSDA and the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the inspection or removal process. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained herein.
12. The successful bidder shall secure and maintain in force for the term of the contract, liability insurance as provided herein. The vendor shall provide NJSDA with current certificates of insurance and for all coverages and renewals thereof, naming NJSDA, its officers, its employees and the Neptune Township School District as Additional Insureds and shall contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after thirty (30) days written notice to NJSDA.

The insurance to be provided by the successful bidder shall be as follows:

a. Commercial General Liability Insurance: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy shall name NJSDA, its officers, its employees and the Neptune Township School District as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Commercial General Liability Insurance occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by and endorsement limiting the breadth of coverage.

b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than \$1 million bodily injury, each occurrence, \$1 million disease each employee and \$1 million disease aggregate limit.

13. The successful bidder will be required to remove all assets, and is **SOLELY RESPONSIBLE FOR ALL REMOVAL COSTS.**

14. The successful bidder shall adhere to all District and NJSDA safety rules & regulations.

15. The successful bidder shall confine operations to within areas specified by the NJSDA. Do not disturb portions of the site beyond the areas in which the work is indicated. Properly secure the areas at the end of each work day and ensure there is daily jobsite cleaning. Restore the area to a safe condition.

16. The NJSDA is responsible for removal and disposal of all decking, stairs and related items. The NJSDA is responsible for sewer/utility disconnections and capping.