



SEALED BID SOLICITATION FOR SURPLUS PROPERTY

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

ITEMS: 3 Temporary Classroom Units ("TCU's") (see Bid Submission Sheet for details).

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 provided Bid Submission Sheet and must be received prior to 2:00 PM on July 17, 2009, at the following address:

If U.S. Mail:

NJSDA
P.O. Box 991
Trenton, New Jersey 08625-0991
Attention: Sean Murphy – Bid: Salem City 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: Salem City 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.
3. Bids will be publicly opened at 2:00 PM on July 17, 2009, 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: SALEM CITY 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 at John Fenwick School, 183 Smith Street, Salem, NJ 08079. To make arrangements for inspection, please contact Ms. Beverly Mazzella at 609-633-9551.
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 August 24, 2009 and September 2, 2009, 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 State of NJ, NJ Department of the Treasury, NJSDA, and the Salem City School District 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 the State of NJ, NJ Department of the Treasury, BUYER, NJSDA, and the Salem City 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 (CGL), and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 each occurrence, \$5,000,000 aggregate limit for products/completed operations and \$5,000,000 general aggregate limit. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Job Site.

CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising out of, occasioned by or resulting

from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

A proof of insurance will be supplied to the NJSDA and will include as additional insured (s) under the CGL and under the Commercial Umbrella, if any, the State of NJ, NJ Department of the Treasury, BUYER, NJSDA, and the Salem City School District. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to NJSDA.

b. Business Automobile Liability and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The Business Automobile coverage shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Pollution Liability coverage at least as broad as that provided under the ISO Pollution Liability – Broadened Coverage for covered autos endorsement, CA 99 48, shall be provided, and the Motor Carrier Act endorsement (MCS-90) shall be attached. The State of NJ, NJ Department of the Treasury, BUYER, NJSDA, and the Salem City School District, shall be included as an additional insured (s) under the Business Automobile, using ISO Designated Insured endorsement CA 20 48 (or a substitute form providing equivalent coverage), and under the Commercial Umbrella, if any.

c. Workers' Compensation and Employers' Liability insurance prescribed by applicable state Workers' Compensation acts and to be endorsed to include coverage for any federal or other state law that may be found to have legal jurisdiction. The Employers' liability limits (including Umbrella coverage) shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease.

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.

BID SUBMISSION SHEET

Firm/Organization Name: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Date: _____

ITEMS

BID

SDA #345 Modular Unit, 12'W x 44'L, Manufactured by Design
Space Inc., Manufacturer I.D. #DSI11755A, Manufactured
07/10/01

SDA #346 Modular Unit, 12'W x 44'L, Manufactured by Design
Space Inc., Manufacturer I.D. #DSI11755B, Manufactured
07/10/01

SDA #345 and SDA #346 are being sold as a single TCU **only** \$ _____

SDA #350 Modular Unit, 12'W x 44'L, Manufactured by Design
Space Inc., Manufacturer I.D. #DSI11768A, Manufactured
07/18/01

SDA #349 Modular Unit, 12'W x 44'L, Manufactured by Design
Space Inc., Manufacturer I.D. #DSI11768B, Manufactured
07/18/01

SDA #350 and SDA #349 are being sold as a single TCU **only** \$ _____

SUMMARY OF WORK

Part 1 - GENERAL

1.1 The following is a general description of the work as expected by the August [date], 2009 Contract of Sale between [BUYER] and the NJSDA. This is provided for initial guidance and is not meant to limit what the buyer and the buyer's contractor believe is needed to accomplish their removal tasks within the timeframe allotted:

DESCRIPTION/Job Site: John Fenwick Elementary School TCU Removal (3 units/6 trailers)

Walnut Street – Route 665 (aka: 183 Smith Street), Salem City, NJ

1. Wrap and prep for transportation 3 Classroom Units (6 trailer boxes) to include rebuilding shipping walls, removing anchors and supports/blocking if any, inspecting/installing hitches (supply bolts as needed), inspecting/installing tires (supply lugs, tire replacement, as needed). Install plastic wrapping as needed to remove and protect.
2. Transport 6 trailers from lawn area lying to the southwest of the John Fenwick Elementary School in Salem City, NJ to [a location to be defined by buyer]. Temporarily remove a section of the 4 foot high chain link fence protecting parking area on Walnut Street for access to remove TCU's. Reinstall parking lot fence when TCU removal and site restoration complete. Repair, seed and grade lawn area used to access TCU site and the actual TCU removal site.
3. If available, move aluminum skirts and other available parts with associated trailers for disposal or future reuse.
4. Provide any/all fees/permits required to transport trailers, including all police escorts or road crossing fees and any/all traffic control required. **Please note that since this is not an NJSDA construction site and if the purchaser is not a State entity, the NJSDA will not be responsible to get DCA demolition permits. However, demolition permits may be required by the local construction codes office.**
5. Any/all cost to expedite material, to attain substantial completion of this project per the date stated is to be included in this proposal. Removal activities shall start on August 24, 2009 and be completed before close of business September 2, 2009, with a time of the essence being clearance of the removal site and leaving this construction site in a safe condition by close of business September 2, 2009. ALL TCU'S MUST BE OFF THE REMOVAL SITE ON OR BEFORE CLOSE OF BUSINESS (COB), WEDNESDAY, September 2, 2009. THE SITE MUST BE LEFT IN A SAFE CONDITION ON OR BEFORE COB WEDNESDAY, September 2, 2009.
6. Proper protection of public areas is required as this is an active playground site and there is an active school next to the removal site.
7. Adherence to all Salem City School District/BUYER/NJSDA safety rules & regulations and Salem City School District/NJSDA Insurance requirements.
8. Do not interrupt services to unaffected areas of the site.
9. Secure the space at the end of each work day properly and ensure there is proper daily jobsite cleaning.
10. Removal & proper disposal of all items related to the TCU removal & necessary to accomplish the project.
11. Parking for project personnel is the responsibility of the Contractor. This includes fees, fines, permits, etc.
12. The Salem City School District is to be given enough notice of removal so that they can remove their TCU door lock cores. Salem City School District will also disconnect the Fire Alarm, telephone and intercom systems from the TCU's to be removed.
13. BUYER's TCU contractor will be responsible to remove and dispose of a portion of the existing decking, close railing gaps where decking is removed and to cap and disconnect utilities to the TCU's being removed without unreasonable interruption to the District's use of the remaining TCU. BUYER's TCU contractor will also be responsible to grade and seed the removal site ensuring the site is left in a safe and orderly condition.

Part 2 WORK SEQUENCE

- A. The Work will be done in a single phase unless written permission is granted by both BUYER and NJSDA and work will commence on August 24, 2009.

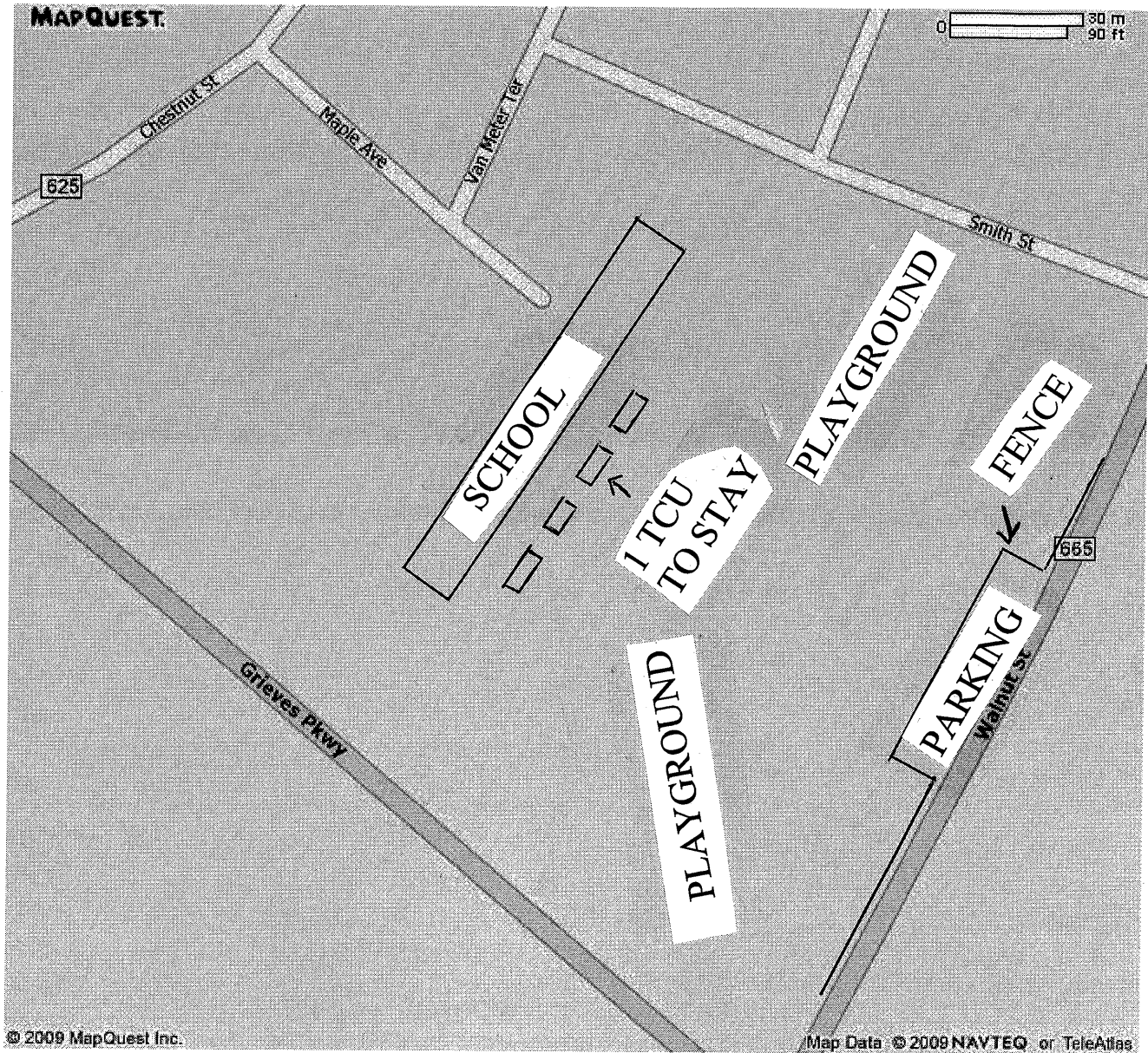
Part 3 **CONTRACTOR REQUIREMENTS**

- A. General: Although there are active public play and parking areas adjacent to the TCU removal site and an actively used school building, with coordination through [BUYER's name and number], Robert Chandler, NJSDA Project Manager (609/341-5951 office; 609/306-6826) and Morris Evans (609/420-6530 cell; 856/935-3800 office) or his assignee, Salem City School District, the Contractor shall have use of the John Fenwick School TCU removal site premises for TCU removal operations.
- B. INSURANCE: Before any work hereunder is started, BUYER or its contractor, at its own cost and expense, shall procure and maintain during the performance of the work hereunder, insurance of the types and in the amounts described below (INSURANCE PROOF TO BE PROVIDED TO NJSDA BEFORE START OF WORK):
1. Commercial General Liability (CGL), and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 each occurrence, \$5,000,000 aggregate limit for products/completed operations and \$5,000,000 general aggregate limit. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Job Site.

CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

A proof of insurance will be supplied to the NJSDA and will include as additional insured (s) under the CGL and under the Commercial Umbrella, if any, the State of NJ, NJ Department of the Treasury, BUYER, NJSDA, and the Salem City School District. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to NJSDA.
 2. Business Automobile Liability and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The Business Automobile coverage shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Pollution Liability coverage at least as broad as that provided under the ISO Pollution Liability – Broadened Coverage for covered autos endorsement, CA 99 48, shall be provided, and the Motor Carrier Act endorsement (MCS-90) shall be attached. The State of NJ, NJ Department of the Treasury, BUYER, NJSDA, and the Salem City School District, shall be included as an additional insured (s) under the Business Automobile, using ISO Designated Insured endorsement CA 20 48 (or a substitute form providing equivalent coverage), and under the Commercial Umbrella, if any.
 3. Workers' Compensation and Employers' Liability insurance prescribed by applicable state Workers' Compensation acts and to be endorsed to include coverage for any federal or other state law that may be found to have legal jurisdiction. The Employers' liability limits (including Umbrella coverage) shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease.
- C. Use of the Site: Confine operations to areas within agreed upon areas as directed by the Salem City School District and Morris Evans, Salem City Schools Facilities Director. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- D. Removal Site: The John Fenwick Elementary School will be on summer recess but there may be neighborhood children using the playgrounds. Also, there may be summer programs still being held at the school site as well as teacher's preparing for the new school year. The TCU removal site will be restored to a safe condition by the contractor. Cooperation will be required with the Salem City School District & NJSDA staff during removal of the TCU's to minimize conflicts with Salem City School District security.



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**AUCTION OF 3 OUT OF 4 TCU'S LOCATED
AT THE JOHN FENWICK ELEMENTARY SCHOOL,
WALNUT STREET AND SMITH STREET, SALEM CITY, NJ**





FLOOR PLAN

SCALE: 1/4" = 1'-0"

