



# NEW JERSEY TURNPIKE AUTHORITY

P.O. BOX 5042  
WOODBIDGE, NEW JERSEY 07095-5042



## **SURPLUS SALE** **INSTRUCTIONS TO BIDDERS** **TERMS & CONDITIONS**

1. Bids must be submitted in ink or typewritten on the **white** Bid Form provided, signed and returned to the address listed in the Notice of Surplus Sale. Pre-addressed envelopes may be provided upon request. **Bids submitted in pencil will be rejected.**
2. Any corrections to entries made on bid forms must be initialed by the person signing the bid. Any corrected entries which are **not** initialed will be rejected.
3. All bids must be received by the Authority on or before 11:00 AM Eastern Time on the date specified on the bid form. Bids received after the time and date so indicated shall not be accepted. The New Jersey Turnpike Authority will not be responsible for late postal delivery service, nor will postmark dates be considered in honoring bids.
4. All bids submitted shall be accompanied by security amounting to not less than (10%) percent of the **total** bid. Such security shall be submitted **in the form of a Certified Check, Cashier's Check, or executed Money Order made payable to the New Jersey Turnpike Authority.** If sufficient guarantee is submitted in a form other than that listed, it shall constitute a minor defect which, in the interests of the Authority, may be waived by the Executive Director. **Failure to provide the required (10%) percent bid deposit ("Proposal Guaranty") with the bid package will result in rejection of the bid.**
5. Balance of bid price is due within (10) days after award and in the manner designated by the Comptroller of the New Jersey Turnpike Authority. Failure to pay such balances shall entitle the Authority to retain the 10% perfect bid deposit as liquidated damages and not as a penalty.
6. Bidders are not required to bid on all items: **However, of a bidder bids for multiple items and is the successful bidder for multiple items, the bidder shall be required to purchase all items for which the bidder is the successful bidder.**
7. Bidders must bid unit prices for each item or insert the words "NO BID" where appropriate.
8. Bidders may withdraw, modify, alter, or amend bids at any time prior to the time fixed for the public opening - but not thereafter. Such withdrawals, modifications, or alterations shall be accepted only on written requests received before the time set for the public opening.
9. In the case of inconsistencies or errors in unit prices, extensions, and totals, the Authority shall have sole discretion to make determinations with regard to same.
10. The Authority reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received in accordance with applicable law.
11. Where the property being sold is any type of motor vehicle, title shall be issued in the name of the bidder. **NO EXCEPTIONS.**
12. **EMPLOYEES OF THE NEW JERSEY TURNPIKE AUTHORITY AND IMMEDIATE FAMILY MEMBERS OF EMPLOYEES RESIDING IN THE SAME HOUSEHOLD ARE NOT PERMITTED TO BID.** Pursuant to N.J.S.A. 52:13D-19, no Authority officer or employee, either him or herself, or by his or her partners or through any corporation which he or she controls or in which he or she owns or controls more than 1% of the stock, or by any other person (including an immediate family member residing in the employee's household) for the officer or employee's use or benefit or on the officer or employee's account, may bid on or otherwise purchase any surplus real property of the Authority without prior written approval of the State Ethics Commission.
13. The bidder shall arrange for all the means necessary to take possession of the purchased property, which may include the need for special equipment such as a forklift or wheel loader. It is the bidder's sole responsibility to make all the arrangements for the loading and removal of the purchased property from Authority premises and provide special equipment, if necessary. Any inquiries or concerns must be communicated to the Authority prior to pick-up. If special equipment is requested from the Authority for loading or removal assistance, the Authority may assist contingent on the bidder's execution of a waiver and the assessment that assistance would not pose a safety risk. If the bidder fails to take possession of the purchase property, the bidder shall forfeit their deposit.
14. Bidders on the Authority's surplus property e-mail list may request to be removed from the list by contacting:

**PAUL WECKESSER, PROPERTY CONTROL MANAGER**  
**WECKESSER@NJTA.COM OR 732-888-0550 x 7071**