

**SURPLUS SALES OFFER NO. 291**

**SALE & REMOVAL OF UNCLAIMED ABANDONED VEHICLES  
- SOLD AS FOUR SEPARATE LOTS**

**BID DUE DATE: 11 A.M., THURSDAY, AUGUST 22, 2013**

**INSPECTION DATES: MONDAY, 8/12/13 AND WEDNESDAY, 8/14/13  
BETWEEN 10 A.M. AND 1 P.M.**

I understand that the following terms and conditions will apply to any purchase I make at this sale. All quantities, lengths and weights are approximate. This bid is irrevocable for ninety days after opening. The Port Authority reserves the right to reject any and all bids or to accept the proposal or proposals in whole or in part, which in its opinion will best serve its interests and to waive defects in proposals.

The bidder whose bid is accepted by the Port Authority on this Sales Offer has entered into a legally binding contractual agreement with the Port Authority. If at any time such a bidder fails to honor the terms of that contract, he/she will be declared in breach of contract, forfeit his/her bid deposit and be liable for all damages to the PA including the difference in the bid price and the next high responsive bid, and reletting costs, if any. In addition, the bidder may be ineligible for future Port Authority contract awards.

*This form must be signed twice and submitted with bid in order for the bid to be considered.*

**Print Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PLEASE READ ALL TERMS AND CONDITIONS BEFORE SIGNING**

*This bid is irrevocable for ninety days after opening.*

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**(YOUR SIGNATURE IS ACKNOWLEDGEMENT THAT YOU HAVE READ AND ACCEPT THE TERMS OF THE SALE.)**

**BIDDING PROCEDURE:** The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one copy to The Port Authority accompanied by a **bid deposit of 10% (ten percent)** of the total amount in the form of a certified or bank check made payable to The Port Authority of New York & New Jersey. Bids are to be transmitted so as to be received by The Port Authority of New York and New Jersey, Bid Custodian, Procurement Department, 2 Montgomery Street, 3<sup>rd</sup> Floor, Jersey City, NJ 07302 before 11:00 a.m. of the date indicated in this sales offer, at which time they will be publicly opened and read. You may **not** submit your bid electronically. You must submit **the complete hard copy sales offer document and all addenda for this solicitation.** This document must be signed by an authorized representative of your firm, with all addenda initialed by said person. Failure to submit the complete hard copy sales offer and initialed addenda may make your submission non-responsive and ineligible for award. The bidder must clearly state **“Surplus Sales Bid Enclosed”** and the **Sales Offer Number** on the outside of the envelop/package and mail to the address above. This includes any express packaging used. Failure to do so may delay identification and/or misdirect and disqualify your submission. For special delivery, the bidder must ensure that the bid is delivered directly to The Port Authority of New York and New Jersey, Procurement Department, Bid Custodian. If you hand-deliver your bid/proposal, or attend the formal bid opening, you must present a valid photo identification to gain access to the building.

**NOTIFICATION TO HIGH BIDDERS:** The successful bidders(s) will be notified of the acceptance of their bids(s) within 30 days.

**Payment in full for all items must be submitted within seven days of notification of bid award. Payment will be made with certified or bank check.**

Vehicles will be sold with N.J. DMV Form SS-88.

**INSPECTION:** The vehicles are available for inspection on Monday, August 12 and Wednesday, August 14, 2013 from 10 a.m. to 1 p.m. at Tumino’s Towing Inc. facility located at 37 Emerson Street, Ridgfield Park, NJ 07660. Please call (201) 395-3424 or email [fmarsell@panynj.gov](mailto:fmarsell@panynj.gov) to reserve a site-inspection appointment. **PLEASE NOTE:** Requests to schedule an appointment for inspection must be made no later than Noon of the previous day.

**REMOVAL:** All vehicles purchased must be removed within **five (5) business days** after final award or may be subject to storage charges. Pick up hours are 9 a.m. to 5 p.m., Monday through Friday.

**CONTACT PERSON:** Frank J. Marsella, Procurement Department, 2 Montgomery Street, 3<sup>rd</sup> Floor, Jersey City, New Jersey 07302. Phone: (201) 395-3424. E-mail: [fmarsell@panynj.gov](mailto:fmarsell@panynj.gov).

**ALL QUANTITIES ARE APPROXIMATE - BUYERS SHOULD INSPECT MATERIAL PRIOR TO BIDDING TO ENSURE ACCURACY.**

*No Port Authority Property, Regardless Of Value, May Be Sold, Or Otherwise Conveyed To Any Port Authority Employee Or Relative (As Defined In AP 20-1.13), And No Port Authority Employee Shall Knowingly Buy Any Property That At Any Time Belonged To The Port Authority*

1. **NOTICE:** The Port Authority of New York and New Jersey (the Port Authority) is offering for sale and removal “As Is” and “Where Is” unclaimed Abandoned Vehicles, sold as separate Lots, without any guarantees or warranties whatsoever, and subject to minimum bid requirements, as more fully described on Page 8 of this document. Neither the items nor the description thereof, nor the quantities shown are guaranteed by the Port Authority, and the Port Authority reserves the right to reject any and all bids or accept them in whole or in part, which in its opinion will best serve its interests to waive defects in proposals.
2. The Port Authority makes no representation or warranty whatsoever as to the Vehicles either express or implied, and no Commissioner, Officer, agent or employee of the Port Authority is authorized to make any representation or warranty as to the Vehicles. The Purchaser shall have no claim against the Port Authority for any defect or other condition of the Vehicles. The Vehicles are sold on an “as is”, “where is”, on a “with all faults” basis. Bidders are therefore urged to inspect the Vehicles for themselves. Failure to do so, however, shall not impair or affect any of the terms of this Agreement. **THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
3. Title to the Vehicles will pass to the Purchaser upon the Authority’s receipt of the full purchase price and satisfactory insurance certificate. Once payment is made, the Vehicles are unavailable to any third persons without permission of the Purchaser.
4. The Purchaser releases and shall indemnify and hold harmless the Port Authority, its officers, employees, agents and servants, including Tumino Towing, Inc., against all proceedings, claims, demands, costs, expenses and liability arising out of, resulting from, or in any way connected with the purchase, removal or use of the vehicles, including any parts, or supplies, or services furnished hereunder.
5. The Purchaser shall complete the satisfactory performance of all Work under this Agreement within five business days of final award. Since time is of the essence in this Agreement, the Purchaser guarantees that he can and will complete the performance of the work within the time herein stipulated. Inasmuch as the damage and loss to the Port Authority, which will result from delay in completing the performance of the Work within the time herein stipulated will include vehicles of loss whose amounts will be incapable or very difficult to accurately estimate, the Purchaser will reimburse the Port Authority for any loss or expense to the Port Authority caused by any delay caused solely by the Purchaser in the removal of the Vehicles. Pick up hours are 9 a.m. to 5 p.m., Monday through Friday.
6. The Purchaser assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Purchaser, of the Port Authority, or of third persons, or from any other cause and whether such risks are within or beyond the control of the Purchaser, excepting only risks which arise solely from affirmative acts done by the Port Authority subsequent to the opening of Proposals on this Agreement with actual and willful intent to cause the loss, damage and injuries described in subparagraph (a) through (c) below:

- a) The risk of loss or damage to the sales vehicles prior to their physical relocation from the site.
- b) The risk of claims, just or unjust, by third persons made against the Purchaser or the Port Authority on account of injuries (including wrongful death), loss or damage of any kind to persons or property, real or personal, whatsoever arising or alleged to arise out of or in connection with the performance of this Agreement (whether or not actually caused by or resulting from the performance of this Agreement) by the purchaser or out of or in connection with the Purchaser's operations or presence at or in the vicinity of the Port Authority's premises, including claims against the Purchaser or the Port Authority for the payment of worker's compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time after the Purchaser assumes ownership and control of the equipment.
- c) The risk of loss or damage to any property of the Purchaser or his subcontractors or others under his control and of claims made against the Purchaser or the Port Authority for loss or damage to any property of subcontractors, materialmen, workmen and others in the performance of this Agreement, occurring at any time prior to the completion of removal of such property from the Port Authority's premises or the vicinity thereof.

The Purchaser shall indemnify the Port Authority against all claims described in subparagraphs (b) and (c) above and for all reasonable expenses incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Purchaser shall defend against any claim described in subparagraphs (b) and (c) above, in which event he shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way jurisdiction of the tribunal, immunity of the Port Authority, governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority, such defense to be at the Purchaser's cost.

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Port Authority so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Port Authority is named, including a direct right of action against the Purchaser to enforce the foregoing indemnity, except, however, that the Port Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

The making of payment in full shall not release the Purchaser from his obligations under this numbered clause. Moreover, neither the enumeration of this numbered clause nor the enumeration elsewhere in this Agreement of particular risks assumed by the Purchaser or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Agreement, or (c) to

limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumeration.

Moreover, the Purchaser also waives any rights to limitation of liability under such law or statutes in connection with damage which may occur to property of the Port Authority arising out of or in connection with performance of the Agreement, whether the right to recover for such damage arises under this Agreement or otherwise.

Nothing contained in this Agreement is intended for the benefit of third persons, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

From the time title passes to the Purchaser, he shall be responsible for the handling/disposal of any environmentally regulated components of the equipment in accordance with all legal requirements.

7. The entire agreement between the parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever shall be valid or shall be enforceable against either of the parties unless in writing and signed by the party charged therewith, or his duly authorized representative, provided however, that cancellation in the manner herein before expressly provided shall be effective as so provided.
8. Except as may be indicated in a signed statement submitted by you, prior to your executing this Agreement, stating in detail any exceptions to the certification, you shall be deemed, by executing of this Agreement, to certify that neither you nor the entity on whose behalf you are executing this Agreement (a) has been indicted or convicted in any jurisdiction (b) has been suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency: or (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction. The foregoing certification or any such signed statement shall be deemed by the Port Authority to have been made by you with full knowledge that it would become part of the records of the Port Authority and that the Port Authority would rely on its truth and accuracy in entering into this Agreement. Knowingly providing a false certification or statement may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Sections 175.30 et. Seq.).
9. Except as may be indicated in a signed statement submitted by you prior to your executing this Agreement stating in detail any exceptions to the certification, you shall be deemed by execution of this Agreement to certify that (a) you have not made any offers or agreements or taken any other action with respect to any Port Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Port Authority's Code of Ethics effective April 11, 1996, nor have you any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to you which constitutes a breach of the ethical standards set forth in said Code; and (b) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by you for the purpose of securing business, has been employed or retained by you to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage,

contingent or other fee would be paid to such person or selling agency, (c) the prices for the equipment were arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposed or with any competitor; (d) no attempt has been made and none will be made by you to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. The bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain or direct business or to secure any other improper advantage in connection with this purchase. The foregoing certification or any such signed statement shall be deemed to have been made by you with full knowledge that it would become part of the records of the Port Authority and that the Port Authority would rely on its truth and accuracy in executing this Agreement. Knowingly providing a false certification or statement may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Section 175.30 et seq.).

If the Purchaser is a corporation:

This certification shall be deemed to include the officers, directors and shareholders with an equity interest in excess of 10% and to have been authorized by your Board of Directors.

If the Purchaser is a partnership:

This certification shall be deemed to be made by each partner.

10. This Agreement shall be construed in accordance with the Law of the State of New Jersey including the New Jersey Uniform Commercial Code, which shall be applicable to this Agreement. The Purchaser hereby consents to the exercise by the Courts of the States of New Jersey and New York of jurisdiction in personam over it with respect to any matter arising out of or in connection with the Agreement and waives any objection to such jurisdiction which it might otherwise have; and the Contractor agrees that mailing of process by registered mail addressed to it at the address of the Purchaser indicated herein, shall have the same effect as personal service within the State of New Jersey or New York upon a domestic corporation of the said State.

**BID SHEET**

**SURPLUS SALES OFFER NO. 291**

**SALE & REMOVAL OF UNCLAIMED ABANDONED VEHICLES  
- SOLD AS FOUR SEPARATE LOTS**

**BID DUE DATE: 11 A.M., THURSDAY, AUGUST 22, 2013**

**INSPECTION DATES: MONDAY, 8/12/13 AND WEDNESDAY, 8/14/13  
BETWEEN 10 A.M. AND 1 P.M.**

**LOCATED AT:** Tumino's Towing, Inc.  
37 Emerson Street  
Ridgefield Park, NJ 07660

**SITE-INSPECTION DATES: MONDAY, 8/12/13 AND WEDNESDAY, 8/14/13 BETWEEN 10 A.M. AND 1 P.M.**

**TO SCHEDULE SITE INSPECTION APPOINTMENT, PLEASE CALL  
(201) 395-3424 OR EMAIL [fmarsell@panvnj.gov](mailto:fmarsell@panvnj.gov)**

**PLEASE NOTE:** Requests to schedule an appointment for inspection must be made no later than Noon of the previous day.

<b>VEHICLE NO.</b>	<b>MAKE</b>	<b>YR</b>	<b>MODEL</b>	<b>COLOR</b>	<b>V I N</b>	<b>MILES</b>	<b>MINIMUM BID</b>	<b>BID AMOUNT</b>
1	STERLING	2007	999 (Truck)	WHITE	JLSBBG1S97K006060	99,128	\$2,200.00	
2	VOLVO	2002	TR/TR (Truck)	BLUE	4V4NC9GH22N329371	664,142	\$5,000.00	
3	INTERNATIONAL	1997	FLAT (Truck)	BLACK	1HTSCABM5VA302126	367,331	\$2,500.00	
4	TOYOTA	2007	CAMRY	GRAY	JTNBE46K473118762	70,224	\$10,500.00	