BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE PACKAGE FROM THE AUTHORITY'S WEBSITE AT http://www.state.nj.us/turnpike/purchasing.html OR REQUEST A BID PACKAGE BY COMPLETING THIS PAGE AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, WE REQUEST THAT THE BIDDER COMPLETE THIS PAGE AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING SURPLUS REAL PROPERTY BIDDERS WILL RECEIVE.

THE NEW JERSEY TURNPIKE AUTHORITY
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT
P.O. Box 5042
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300
Fax - 732-750-5399

REQUEST FOR BIDS ON SURPLUS REAL PROPERTY

PROPERTY: **One (1) Vacant Tax Lot**
Township of Edison, Middlesex County
Parcels 604LX
Block 813, Lot 16
BID NO: **RM-112565**

DUE DATE: **DECEMBER 17, 2014**
TIME: **2:00 P.M.**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
BIDDER INFORMATION (PLEASE PRINT)

_____
NAME OF BIDDING ENTITY

_____
ADDRESS

_____
CITY, STATE AND ZIP CODE

_____
E-MAIL ADDRESS

_____ _____
REPRESENTATIVE TO CONTACT-NAME & TITLE TELEPHONE NO.

_____ _____
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO. FAX NO

☐ **WE HAVE DOWNLOADED THE BID PACKAGE FROM THE AUTHORITY WEBSITE**

SECTION I
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the New Jersey Turnpike Authority ("Authority") on or before **December 17, 2014** at **2:00 PM** prevailing time, at the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey, at which time and place, bids will be opened and read in public for the sale of the following Real Property Declared Surplus by the New Jersey Turnpike Authority (the "Property"):

One (1) Vacant Tax Lot Fronting Morris Avenue
Parcel 604LX
Block 813, Lot 16
Township of Edison, Middlesex County, New Jersey

Further information about the Property is set forth at Exhibit A.

The minimum bid for the Property is $80,000.00.

Bids must be delivered to the Authority's Procurement and Materials Management Department (PMM) at the address above by hand or mail by the required date and time. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

Prospective Bidders should follow all instructions in this Invitation to Bid, the exhibits hereto, and any other documents issued by the Authority in connection with this Invitation to Bid (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of PMM in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of PMM. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of PMM as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date**.

Only written interpretations or corrections issued by the Director of PMM by Addendum shall be binding.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

Bidders are required to comply with the requirements of P.L. 2005, Chapter 51, and Executive Order 117 (Corzine) ("Chapter 51 Requirements"). (See Exhibits D and E for detailed information regarding the Chapter 51 Requirements).

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 for the officer or employee's use or benefit or on the officer or employee's account, may bid on the Property without prior approval of the State Ethics Commission.

SECTION II
INFORMATION TO BIDDERS

In accordance with the Authority's Surplus Real Property Policy, the Authority will accept sealed bids for the Property further described in Exhibit A hereto. Please review the information provided in Exhibit A carefully. **The minimum bid for the Property is $80,000.00.**

All bids for the Property shall be subject to applicable law and the following requirements:

1. Interested parties shall submit a sealed bid for the purchase of the Property using the Offer to Purchase Form appended hereto as Exhibit B. The Offer to Purchase must be submitted to the Authority in a sealed envelope, addressed to the New Jersey Turnpike Authority, ATTN: Procurement and Material Management Department, 581 Main Street, Woodbridge, NJ 07095. The outside of the envelope shall bear the name and address of the bidder, Parcel Number and Lot and Block number of the Property, and the words "Surplus Property Bid."

2. The sealed bid for each Property shall be accompanied by following, as more completely described in Section IV, below:

   a. a completed and signed Bid Solicitation Notice (page 1 of this document);

   b. completed and signed Offer to Purchase (Exhibit B). The Offer to Purchase must be completed in its entirety. Print your name, title (if applicable) address, telephone number, fax number (if any), the Property's Parcel Number, Block and Lot number, and insert the amount of your bid for the Property. Make sure you sign the Offer to Purchase in the space provided, and insert the date of signing. If a corporation, affix corporate seal.

   c. a cashier's check or money order in the amount of ten percent (10%) of the bid amount, payable to the *New Jersey Turnpike Authority*;

   d. a completed and signed Stockholder Disclosure Form (Exhibit C); and

   e. a completed and signed P.L. 2005, Chapter 51/EO 117 Certification and Disclosure Form (Exhibit E);

   Failure to submit the items required in 2b and 2c above with the sealed bid will result in the rejection of the bid.

3. All bids must be submitted by hand or by mail on or before **December 17, 2014** at **2:00 PM,** to PMM at the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey, 07095. All bids will be publicly opened and read aloud at that time. **Any bids delivered after this date and time will not be considered by the Authority and will be returned unopened.**

4. **Basis for Award:** In accordance with the Authority's Surplus Property Policy, award shall be made as soon as practicable by notice to the highest responsible bidder; provided, however, that all bids may be rejected when it is in the interest of the Authority to do so.

5. The New Jersey Turnpike Authority reserves the right to add or delete any Property from the offering, to abandon this process, to waive any minor irregularities in bids received, or to reject any and all bids.

SECTION III
TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale are as follows:

1. Submission of the bid constitutes an offer in writing which is binding upon the bidder and which is not deemed to be accepted by the Authority unless and until the offer is submitted to and approved by the Commissioners of the Authority at a regularly scheduled meeting in accordance with law.

2. The approval by the Commissioners is subject to approval by the Governor within ten (10) business days of the Authority's submission to him of the minutes of the Commissioners' meeting approving the bid. If the minutes approving the award of the bid are not approved, the deposit will be returned to the bidder within thirty (30) days, and the bid shall be deemed to have been rejected. The deposits submitted by unsuccessful bidders will be retained until the Commissioners approve acceptance of the highest bid and the successful bidder has executed a Contract of Sale; thereafter, the deposits of the unsuccessful bidders shall be returned along with a letter advising such bidders of the award to the highest bidder.

3. All bids shall be irrevocable for ninety (90) days after the date on which the Authority publicly opens the bid. All bidders will be notified in writing of the action taken by the Authority.

4. In the case of a tie between two or more highest bidders, the Authority will request a best and final offer from each of the tied bidders in order to determine the successful bidder.

5. The successful bidder shall be required to execute a Contract of Sale, in the form attached hereto as Exhibit F, within ten (10) business days of notification of the Authority's acceptance of the bid. **The form of Contract of Sale is non-negotiable**. Closing will be in accordance with the terms of the Contract of Sale.

6. The purchase price, less the successful bidder's ten-percent (10%) deposit[1], shall be paid by the successful bidder to the New Jersey Turnpike Authority upon closing. Closing shall occur within sixty (60) days of Commissioner Approval of acceptance of the bid, whereupon a Bargain and Sale Deed shall be delivered by the Authority to the successful bidder. Extension of this sixty (60) day period is subject to the approval of and is in the sole discretion of the Authority.

7. The transaction for the purchase of the Property is on an all cash basis, with the balance of the purchase price to be paid in cash or by cashier's check at the time of closing.

8. Purchasers shall pay all transfer taxes and all customary closing costs, including but

[1] The Authority will retain the successful bidder's deposit and will credit the amount thereof, without interest, against the purchase price.

not limited to, title insurance premiums, escrow fees, recording fees, and document preparation fees, as more specifically set forth in the Contract of Sale. All utilities and taxes, if any, shall be adjusted by the parties as of the date of the closing.

9. The Authority makes no representations with respect to the quality or condition of the Property, including but not limited to the areas of zoning, environmental, or permitted uses. The Property will be delivered in its "as is," "where is" physical condition, subject to all faults, environmental or otherwise, including latent and patent defects, without any warranty of any kind. It shall be the bidder's responsibility to make such investigations or inquiries as the bidder deems necessary, including but not limited to title, condition, zoning, use and similar considerations, in order to make an informed offer.

10. The Authority has not consulted with any real estate brokers in connection with the sale of these Properties. No brokerage commission will be recognized or paid by the Authority in connection with these sales.

11. The Authority reserves the right, at its sole and absolute discretion, to add or delete any Property from the offering, to abandon this process, or to reject any and all bids.

12. The Authority reserves the right to waive any minor defect or informality in the bids received, as the public interest may require.

13. If the successful bidder shall fail to execute the Contract of Sale or shall otherwise fail to consummate the purchase within the prescribed timeframes, the Authority shall retain bidder's ten (10%) deposit as liquidated damages. This remedy shall not be exclusive, and the Authority may pursue any and all additional legal remedies available to it.

14. The Property being offered for sale may be subject to restrictions, covenants and easements of record, if any, such facts as an accurate survey will disclose, federal, state, and local laws and codes, and in the discretion of the Authority, the deed restrictions and covenants specified in the Contract of Sale (Exhibit F) attached hereto.

15. The Properties being offered for sale may be subject to the following additional restrictive covenants which shall be included in the deed conveying title if deemed necessary by the Authority, in its sole discretion, due to the Property's proximity to Authority property. At the discretion of the Authority, the successful bidder shall not:

a. Install (or permit the installation of) or operate (or permit the operation of) a microwave transmission or receiving facility or tower, including, without limitation, any structure designed for the transmission or receiving of cellular telephone transmissions at the Property, without obtaining prior written consent of the Authority.

b. Install (or permit the installation of) or operate (or permit the operation of) any billboards, advertisements or other signage at the Property, without obtaining prior written consent of the Authority.

c. Install (or permit the installation of) or operate (or permit the operation of) any lighting or illumination at the Property which, in the sole and absolute discretion of

the Authority, poses a hazard to persons utilizing the Authority facilities; provided, however, that standard lighting fixtures having a wattage of less than 300 watts or which are directed away from the Authority facilities shall be deemed to be acceptable to the Authority.

16. The successful bidder further agrees to the following, if deemed necessary by the Authority, in its sole discretion, due to the Property's proximity to Authority property:

a. Where the Property is subject to existing slope and drainage rights, such rights may only be altered after written approval by the Authority.

b. The use of reflective or mirrored glass in construction of any building on the Property is subject to review and approval in writing by the Authority.

c. No access to or from the Property shall be permitted from adjacent Authority ramps or main line roadway.

d. The Authority is not required to construct a noise wall or entertain any requests for noise abatement on or adjacent to the Property.

e. To abide by current rules and regulations/License to Cross regulations/traffic permit regulations, should the owner need access from the Property to the Authority's facilities.

These restrictions are perpetual, shall run with the land and shall be binding upon the successors, heirs and assigns of the owner and shall benefit the Authority, its successors and assigns.

17. While the information contained in Exhibit A is from sources deemed to be reliable, the truthfulness, accuracy and/or completeness of such information is not warranted or guaranteed by the Authority. The maps/drawings that may be included in Exhibit A were not prepared by a licensed surveyor, are not drawn to scale, and are intended for general information only. Each successful bidder will be required to have the Property surveyed and described by metes and bounds by a licensed New Jersey surveyor. Such surveys shall be certified to New Jersey Turnpike Authority and its General Counsel.

18. Notwithstanding the restrictions contained herein, all bidding is open to the public without regard to race, color, creed, age, sex, religion, national origin, ancestry, handicap, marital status, affectional or sexual orientation.

19. NEITHER THE AUTHORITY NOR ANY, COMMISSIONER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR CONTRACTOR OF ANY OF THEM (COLLECTIVELY "OFFERORS") IS MAKING OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO ANY PROPERTY DESCRIBED IN THE BID DOCUMENTS. IN NO EVENT SHALL OFFERORS BE LIABLE FOR OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO ANY

PROPERTY MADE OR FURNISHED BY ANY AGENT, EMPLOYEE, CONTRACTOR OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT ANY OF THEM. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES ON BEHALF OF OFFERORS AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DOCUMENTATION CONTAINED IN THE BID DOCUMENTS AS TO QUALITY, CONDITION OR FITNESS OF ANY PROPERTY. PURCHASERS SHALL RELY ON SUCH INFORMATION AT THEIR OWN RISK.

20. In the event of an inconsistency between the terms of the Bid Documents and the Authority's regulations regarding bidding, the terms of this document shall prevail.

21. Sale of any of the Property is subject to payment by the Purchaser of any taxes, liens or other encumbrances which may become due and owing as of the date of closing including, but not limited to, Farmland Assessed Rollback Taxes.

22. Bidders are subject to and shall be required to comply with the terms of all applicable laws, rules and regulations, including but not limited to, Chapter 51 Requirements.

SECTION IV
SUBMISSION REQUIREMENTS CHECKLIST

Please review the Bid Documents carefully. The information provided herein is important and should be read carefully. If you wish to submit a bid, ensure you follow the instructions set forth herein. You may use the checklist below to ensure you have submitted all required documents with your sealed bid:

Items to Be Included With Sealed Bid

- ☐ Completed and signed Bid Solicitation Notice Form (page 1 of this document).
- ☐ Completed and signed Offer to Purchase (Exhibit B).
- ☐ Cashier's check or money order payable to the *New Jersey Turnpike Authority,* for an amount equal to ten percent (10%) of the bid amount.
- ☐ Completed and signed Stockholder/Partnership Disclosure Statement (Exhibit C), if the bidder is a corporation or a partnership.
- ☐ Completed and signed Chapter 51/EO117 Certification and Disclosure Form (Exhibit E).
- ☐ All documents and cashier's check/money order placed in a sealed envelope addressed to the New Jersey Turnpike Authority, ATTN: Procurement and Material Management Department, 581 Main Street, Woodbridge, NJ 07095.
- ☐ The outside of the envelope should bear the name and address of the bidder, the Parcel Number and Lot and Block number of the Property, and the words "Surplus Property Bid."

All bids must be delivered by **2:00 PM** on **December 17, 2014** to:

Director, Procurement and Materials Management
New Jersey Turnpike Authority
581 Main Street
Woodbridge, New Jersey 07095

EXHIBIT A
PROPERTY INFORMATION

NEW JERSEY TURNPIKE AUTHORITY

Surplus Property Information Sheet

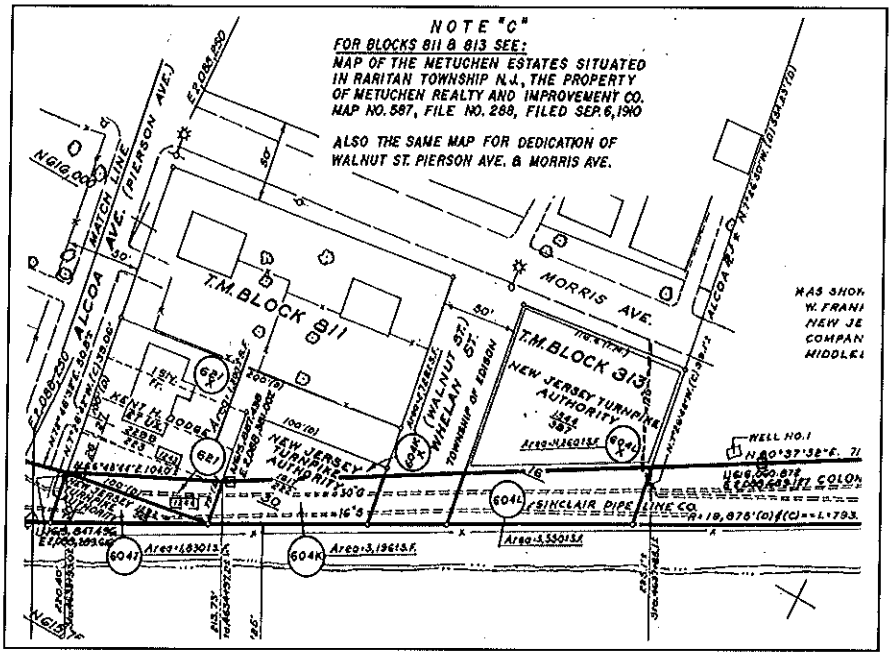
2014

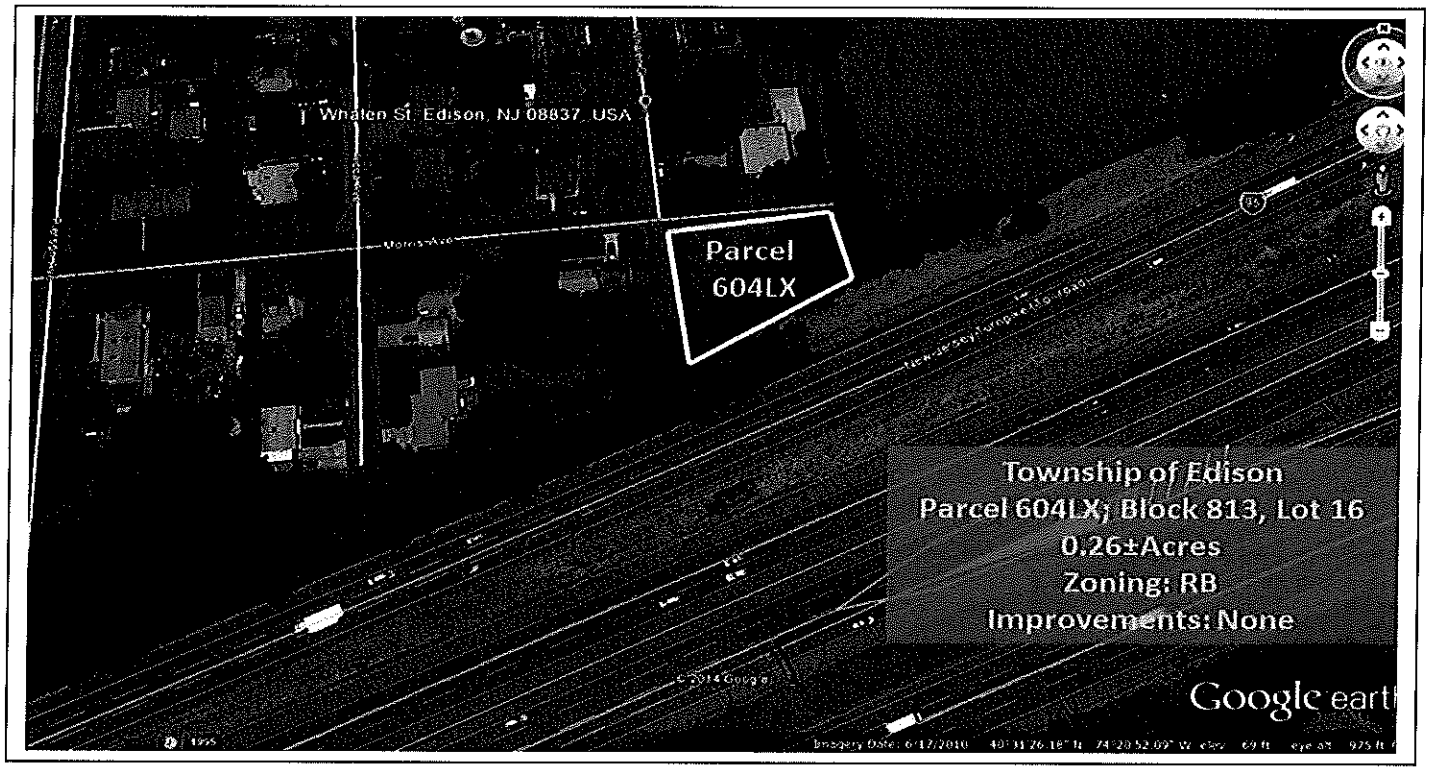
Morris Avenue

Township of Edison
Middlesex County
Tax Block 813, Lot 16
NJTA Parcel 604LX

Land Area:	**0.26± acres**
Zoning:	**RB**
Improvements:	**None**
Minimum Bid:	**$80,000.00**

A buildable, irregular-shaped vacant lot containing 0.26± acres of land proximate to the New Jersey Turnpike with frontage on Morris Avenue.





ALL INFORMATION IS FROM SOURCES DEEMED RELIABLE, BUT NO GUARANTEE OF ITS ACCURACY CAN BE MADE. IT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, GOVERNMENTAL REGULATIONS AND WITHDRAWAL WITHOUT NOTICE. NJ TURNPIKE AUTHORITY MAKES NO REPRESENTATION, PROMISE, OR WARRANTY ABOUT THE PROPERTY.

EXHIBIT B
OFFER TO PURCHASE

The undersigned offers and agrees to purchase from the New Jersey Turnpike Authority the following Property (and any improvements located thereon) known as Parcel Number **604LX** and Block 813, Lot 16, located in the **Township of Edison, County of Middlesex**, as described in Exhibit A to the Bid Documents.

The undersigned offers to purchase the Property identified above for the amount of:

_____ dollars

($_____. 00).*

***NOTE: The minimum bid required for each Property shall be as stated in the Bid Documents. Any bid received below the minimum bid required shall be rejected.**

I understand that submission of this bid (Offer to Purchase) constitutes an offer in writing, which is binding on the bidder. This bid is in compliance with all terms, conditions, specifications and addenda of the Bid Documents, including the Contract of Sale provided therein. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) days after the date on which the Authority publicly opens this bid. All bidders will be notified in writing of the action taken by the Authority.

I acknowledge receipt of the following Addenda/Responses to Inquiries to the Bid Documents. If no Addenda have been issued, Bidder shall write "None" below.

Addendum/Inquiries #_____ dated _____.
Addendum/Inquiries #_____ dated _____

AUTHORIZED SIGNATURE:_____

Print Name and Title:_____

Bidding Entity:_____

Address:_____

Telephone #: _____ Fax:_____

Email Address: _____ Date: _____

[CORPORATE SEAL]

EXHIBIT C
STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT

The undersigned Bidder, _____, a Corporation/Partnership (circle one) organized under the laws of _____, does hereby state and declare, in compliance with P.L. 1977, c. 33, N.J.S.A. 52:25-24.2, that the following stockholders or partners, as the case may be, own 10 percent or greater interest therein. (If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.)

Name	Address	Number of Shares of Stock in Corporation or % of Interest in Partnership

I certify that to the best of my knowledge the list of stockholders above is current and correct.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT D
Surplus Property Purchaser
Notice of Political Contributions Compliance
Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51's political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Exhibit are material terms of any contract entered into by the Authority.

DEFINITIONS

For the purpose of this Exhibit, the following shall be defined as follows:

a) **"Contribution"** – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, N.J.S.A. 19:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., made on or after October 15, 2004. As of January 1, 2005, contributions in excess of $300 are reportable.

b) **"Business Entity"** – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls ten percent (10%) or more of the corporation's stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than ten percent (10%) of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's

spouse, civil union partner or child, residing in the same household, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

As set forth in Chapter 51 and EO117, and for the purposes of the disposition of Authority Surplus Property, the Authority shall not enter into a contract to sell or lease any land or building, where the value of the transaction exceeds **$17,500**, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any contract with the Authority for any Business Entity who has been awarded the contract, and until such time of the closing of the contract, to:

(i) make or solicit a contribution in violation of Chapter 51 or EO117;
(ii) knowingly conceal or misrepresent a contribution given or received;
(iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
(iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
(v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
(vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
(vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
(viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

All Business Entities seeking to bid on the Property shall submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer, and attached hereto as Exhibit E. This Certification and Disclosure Form should be returned to the Authority with the sealed bid submission.

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political

organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue.

Upon approval by the State Treasurer, the Authority will execute the Contract of Sale for the subject surplus property. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

Once approved by the State Treasurer, a Business Entity's Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved Certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete a Certification and Disclosure of Political Contributions form.

Any Business Entity entering into a contract for the purchase of surplus property with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes prior to the closing of the contract, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the Contract of Sale.

EXHIBIT E
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS

State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information:
Solicitation, RM 104081

Award Amount: TBA

Descriptions of Services **Surplus Real Property , One (1) Vacant Tax Lot, Township of Edison. Middlesex County Parcels 604LX, Block 813, Lot 16**

Agency: **New Jersey Turnpike Authority Contact Person: Regina Parker**

Part 1: Vendor Information

Full Legal Business Name _____
(including trade name if applicable)

Business Type ☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

   a) **Within the preceding 18 months,** the below-named person or organization has not made a contribution to:

      (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or ***Lieutenant Governor;***
      (ii) Any State, county, ***municipal*** political party committee; OR
      (iii) Any ***legislative leadership committee.***

   b) **During the term of office of the current Governor(s),** the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or ***Lieutenant Governor;*** OR
      (ii) Any State, county or ***municipal*** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

   c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s),** the below-named person or organization has not made a contribution to

      (i) Any candidate, committee and/or election fund of the Governor or ***Lieutenant Governor;*** OR
      Any State, county, ***municipal*** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: **Prior to November 15, 2008,** the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

☐ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient		Address of Recipient	
Date of Contribution		Amount of Contribution	
Type of Contribution (i.e. currency, check, loan, in-kind			

Contributor Name					
Relationship of Contributor to the Vendor					
Contributor Address					
City		State		Zip	

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

EXHIBIT F
CONTRACT OF SALE

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE("Contract"), made this _____ day of _____, 2014 (the "**Effective Date**"), by and between The New Jersey Turnpike Authority, a body politic and corporate of the State of New Jersey, whose address is P.O. Box 5024, 581 Main Street, Woodbridge, New Jersey 07095 (hereinafter the "**Seller**") and _____, whose address is _____(hereinafter the "**Purchaser**"). Purchaser and Seller are sometimes hereinafter referred to as a "**Party**" and collectively the "**Parties**").

WHEREAS, Seller is the owner of certain real property located in the Township of Edison, County of Middlesex, State of New Jersey, consisting of approximately 0.260 ± acres of land, more or less, also known as Parcel No. 604LX, and designated on the Tax Maps of the Township of Edison as Block 813, Lot 16 (the "**Property**"); and

WHEREAS, Seller has determined that the Property is "surplus" to Seller's needs; and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **PURCHASE.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the amount of _____ and 00/100 ($X,XXX,XXX.00) DOLLARS (the "**Purchase Price**"). The Purchase Price, less the Deposit already paid, shall be paid to Seller at Closing by federal funds wire transfer or certified or bank check.

2. **PROPERTY TO BE SOLD.** The Property consists of all the land as well as all of Seller's right, title and interest relating to such land. The Property is described on **Exhibit A** attached hereto

3. **TIME AND PLACE OF CLOSING.** The Closing shall take place on or before the date that is sixty (60) days from the Effective Date, at the offices of the New Jersey Turnpike Authority in Woodbridge, New Jersey or such mutually convenient place as may be agreed upon between Purchaser and Seller. If Purchaser fails close title as and when required by the terms of this Contract, Seller may terminate this Contract, keeping the Deposit as "liquidated damages" (this means that Seller is conclusively presumed to have suffered damages in the amount of the Deposit and may retain the Deposit without having to prove damages in court, and that Purchaser has agreed to waive any right it may have to establish that Seller has suffered actual damages in an amount less than the Deposit) and in such event, neither Seller nor Purchaser will have any further obligations to the other hereunder except for those that specifically survive the termination of this Contract.

4. **DEPOSIT.** Monies in the amount of _____DOLLARS ($XX,XXX.00), (*i.e.*, ten percent (10%) of the Purchase Price) (the "**Deposit**"), which were paid to Seller with the Purchaser's bid, shall be applied to the Purchase Price resulting in a net amount of _____ DOLLARS, ($XXX,XXX.00) due to the Seller at the closing of title (the "**Closing**").

5. MORTGAGE CONTINGENCY. This Contract is not contingent in any way upon Purchaser obtaining a mortgage or any other type of financing to complete the transaction.

6. TRANSFER OF OWNERSHIP. At the Closing, Seller shall transfer marketable title to the Property as required by Section 7 below to Purchaser. Seller shall provide to Purchaser (or to Purchaser's legal representative) a properly executed Bargain and Sale Deed with Covenants as to Grantor's Acts and an Affidavit of Title plus additional closing documents as reasonably deemed necessary by the Purchaser's title company, including but not limited to, an Affidavit of Consideration, Seller's Residency/Non-Residency Certification, and FIRPTA Affidavit.

7. OWNERSHIP. At Closing, Seller shall transfer marketable title to the Property, insurable at regular rates by a title company licensed to do business in New Jersey, to Purchaser free and clear of all easements, agreements, and restrictions, except for:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any building or improvement on the Property;

(b) agreements, easements and restrictions of record;

(c) all items that may be included in the legal description attached to and made part of the Contract;

(d) all encroachments and other conditions that would be shown on an accurate survey of the Property;

(e) the following restrictive covenants which shall be included in the deed conveying title:

(i) No installation (or permit the installation) of or operation (or permit the operation) of a microwave transmission or receiving facility or tower, including, without limitation, any structure designed for the transmission or receiving of cellular telephone transmissions at the property, without obtaining prior written consent of the Seller, in its sole and absolute discretion.

(ii) No installation (or permit the installation) of or operation (or permit the operation) of any billboards, advertisements or other signage at the Property, without obtaining prior written consent of the Seller, in its sole and absolute discretion.

(iii) No installation (or permit the installation) of or operation (or permit the operation) of any lighting or illumination at the property which, in the sole and absolute discretion of the Seller, poses a hazard to persons utilizing the Seller's facilities; provided, however, that standard lighting fixtures having a wattage of less than 300 watts or which are directed away from the Seller's facilities shall be deemed to be acceptable to the Seller.

(iv) No installation (or permit the installation) of or operation (or permit the operation) of any facility or use at the property which, in the sole and absolute discretion of the Seller, is of a particularly hazardous nature and which may pose a health or safety hazard to persons utilizing the Seller's facilities, including without limitation, any use involving the manufacture, processing, storage, distribution or use of explosives, radioactive materials or highly corrosive materials.

(v) No installation (or permit the installation) of or operation (or permit the operation) of any facility or use at the property which does or is likely to cause materials to be propelled,

blown or otherwise moved to the Seller's facilities, whether or not such movement of materials is caused by the owner, natural phenomena, invitees or trespassers.

(f) Purchaser further agrees to the following restrictions which are perpetual, shall run with the land and shall be binding upon the successors, heirs and assigns of the owner and shall benefit Seller, its successors and assigns if deemed necessary by the Seller, in its sole discretion, given the Property's proximity to Seller's property:

(i) Where a property is subject to existing slope and drainage rights, such rights may only be altered after written approval by the Seller.

(ii) No use of reflective or mirrored glass in construction of any building on this site without Seller's written approval, in its sole and absolute discretion.

(iii) No access to or from the site shall be permitted from the adjacent Seller ramps or main line roadway.

(iv) The Seller is not required to construct a noise wall or entertain any requests for noise abatement on or adjacent to the property.

(v) Property owner must abide by the then current rules and regulations/License to Cross regulations/traffic permit regulations, should the owner need access to the Seller's facilities.

8. PHYSICAL CONDITION OF THE PROPERTY. Seller makes no representations with respect to the quality or condition of the Property, including but not limited to the areas of zoning, environmental, or permitted uses. The Property will be delivered in its "as is", "where is" physical condition, subject to all faults, environmental or otherwise, including latent and patent defects, without representation or warranty of any kind. This paragraph shall survive the Closing.

9. CLOSING COSTS. Purchaser shall pay all transfer taxes and all customary closing costs, including but not limited to, title insurance premiums, escrow fees, recording costs and normal prorations. Seller shall be responsible for Seller's own closing costs and fees, including the realty transfer fee, if any.

10. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the Property owner to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the Closing will be paid by Purchaser at or before the Closing. Notwithstanding the foregoing, Seller shall not be liable for any work done, or ordered done by any governmental authority with jurisdiction following the date of this Contract, and Purchaser agrees to take title subject to any lien that may be as a result thereof and the Purchaser will be responsible for the improvement whether or not it is completed prior to or after the Closing.

11. ADJUSTMENTS AT CLOSING. The parties agree to adjust the following expense (to the extent applicable) as of the Closing date: utility fees, municipal water charges, sewer charges, real estate taxes, and any and all other charges relating to or payable in connection with the use, occupancy, maintenance, ownership and operation of the Property.

12. POSSESSION. Purchaser shall not be entitled to possession of the Property before the Closing. At the Closing, Purchaser will be given possession of the Property by delivery of the Bargain and Sale Deed from the Seller. No tenant will have any right to the Property and the Property shall be delivered vacant, free from any tenancies, and free from any and all personal property and in "broom-clean" condition.

13. CONDEMNATION. If all or any material portion of the Property is taken, or if there is received notice of condemnation of all or any material portion of the Property between the date of this Contract and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, then the party that has received such notice shall notify the other (or the other party's legal representative) in writing (the "**Condemnation Notification**"). Either Party may terminate this Contract within fifteen (15) days of receipt of a Condemnation Notification, in which case Seller shall refund the Deposit to Purchaser within fifteen (15) days of such cancellation. In the event neither Party terminates this Contract within such fifteen (15) day period, then the Parties shall proceed to Closing without a reduction in Purchase Price and Seller shall assign its right to receive compensation for any taking to Purchaser. If a non-material part of the Property is taken, or if there is received notice of condemnation of a non-material portion of the Property between the date of this Contract and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, then the Parties shall proceed to Closing without a reduction in the Purchase Price and Seller shall assign its right to receive compensation for any taking to Purchaser.

14. DEFAULT BY PURCHASER. In the event Purchaser does not close title in accordance with the terms hereof, or is in default under any of the other terms or conditions of this Contract, and Purchaser does not cure such default within ten (10) days of receipt of written notice from Seller specifying such default, Seller shall have the right to terminate this Contract and retain the Deposit as liquidated damages, in which event neither Party shall have any further obligation to the other hereunder.

15. DEFAULT BY SELLER. In the event Seller does not close title in accordance with the terms hereof, or is in default under any of the other terms and conditions of this Contract, and Seller does not cure such default within ten (10) days of receipt of written notice from Purchaser specifying such default, Purchaser shall, as its sole and exclusive remedy, have the right to terminate this Contract and receive a refund of the Deposit, in which event neither Party shall have any further obligation to the other hereunder.

16. RECORDING. Neither Party may record this Contract or any memorandum of this Contract in any recording office. Any recording or attempt at recording will be deemed a material breach of this Contract.

17. ASSIGNMENT. Neither Party shall assign this Contract or any of its rights or obligations hereunder.

18. BROKER CLAUSE. Each of the Parties warrants and represents to the other that it has not dealt with any real estate agent, broker or salesperson and that each of the Parties covenants to indemnify the other against claims of any such third party. Each of the Parties' obligations under this Section 18 shall survive the Closing. Each of the Parties represents that it has not dealt with any real estate broker or agent in connection with the subject transaction.

19. NEITHER SELLER NOR ANY COMMISSIONER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR CONTRACTOR OF ANY OF THEM (COLLECTIVELY, "OFFERORS") IS MAKING OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE PROPERTY DESCRIBED IN ANY STATEMENTS OR INFORMATION CONTAINED IN ANY INFORMATION SHEETS OR THIS CONTRACT RELATED TO THE PROPERTY. IN NO EVENT SHALL OFFERORS BE LIABLE FOR OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY AGENT,

EMPLOYEE, CONTRACTOR OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT ANY OF THEM. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES ON BEHALF OF SELLER AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DOCUMENTATION CONTAINED IN ANY DOCUMENTS OR AS TO QUALITY, CONDITION OR FITNESS OF THEPROPERTY. PURCHASERS SHALL RELY ON SUCH DOCUMENTATION AT THEIR OWN RISK.

20. BUILDING AND ZONING LAWS. Seller makes no representations as to any building and zoning laws and makes no representations as to whether the current use of the Property does or does not violate any applicable municipal, county or state zoning law.

21. PROPERTY LINES. Seller makes no representations or warranties as to whether any and all buildings, driveways, and other improvements on the Property are within the said boundary lines.

22. FLOOD AREA. The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. Seller makes no representation as to whether or not the Property is in a "flood area".

23. RISK OF LOSS. The Parties understand and agree that the Property is vacant and as such there is not risk of loss that would affect the terms of this Contract.

24. CONTINGENCIES. This Contract is subject to the approval of the Board of Commissioners of the Seller. If such approval is not obtained on or before March 31, 2014, Seller may terminate this Contract by written notice to Buyer and the Deposit shall be returned to Purchaser within thirty (30) business days of such termination.

25. COSTS OF LITIGATION. In the event of litigation between Purchaser and Seller arising out of this Contract, the Party which prevails in such litigation shall be entitled to recover from the other Party the cost of such litigation, including court costs and reasonable attorneys' fees.

26. APPLICABLE LAW. This Contract shall be governed, construed and enforced according to the laws of the State of New Jersey.

27. INTERPRETATION. Whenever the context hereof shall require, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

28. SEVERABILITY. If any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29. BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Each Party agrees to furnish to the other, upon demand, a corporate resolution or other appropriate and customary documentation evidencing the due authorization of such Party to enter into this Contract and consummate the transactions contemplated hereunder.

30. NOTICES. All notices under this Contract must be in writing. The notices must be delivered personally, sent via recognized overnight courier, or sent by certified mail, return receipt requested to the Parties (or the Parties' legal representative(s)) at the following address.

Notices to the Seller shall be sent to the attention of:

NEW JERSEY TURNPIKE AUTHORITY
P.O. Box 5042
Woodbridge, New Jersey 07095
Attn: Director of Procurement and Materials Management

With A Copy To:

WOLFF & SAMSON PC
One Boland Drive
West Orange, New Jersey 07052
Attn: Stephen A. Kisker, Esq.

Notices to the Purchaser shall be sent to the attention of:

PURCHASER
ADDRESS
CITY, STATE ZIP CODE

Notices shall be deemed to have been given when sent.

31. COMPLETE AGREEMENT. This Contract is the entire and only agreement between both Parties. This Contract replaces and cancels any previous agreements between the Parties. This Contract can only be changed by an agreement in writing signed by both Parties.

32. COUNTERPARTS. This Contract may be executed in counterparts, together which shall make up one and the same binding agreement.

Signatures to follow on next page

IN WITNESS WHEREOF, the undersigned have executed and delivered this Contract as of the Effective Date.

SELLER:

WITNESSED:

NEW JERSEY TURNPIKE AUTHORITY,
a body politic and corporate of the State of New Jersey

_____

By: _____
Joseph W. Mrozek, Executive Director

Date:_____

PURCHASER:

WITNESSED:

_____

By: _____
Name

Date:_____

EXHIBIT A

Legal Description – Lot 16 in Block 813
Township of Edison, County of Middlesex, State of New Jersey
Comprising of approximately 0.260± acres of land