

AUCTION PROCEDURES, INSTRUCTIONS, AND STANDARD TERMS AND CONDITIONS

I. GENERAL INSTRUCTIONS

- a. The State of New Jersey, Department of the Treasury, Division of Purchase and Property, Distribution and Support Services (“DSS”) is located at 1620 Stuyvesant Ave., Trenton, N.J. 08625. The mailing address for DSS is P.O. Box 234, Trenton, N.J. 08625-0234. For general questions, DSS can be reached at (609) 530-3300.
- b. DSS is NOT open on weekends or State holidays for payments or pick-ups.
- c. All certified checks or money orders shall be made payable to “Treasurer, State of New Jersey.”
- d. On preview day and during the auction, attendance is limited to those who are at least eighteen (18) years of age. No pets are permitted.
- e. Before each auction, DSS will post a brochure on its website identifying the vehicles and/or equipment (“items”) that will be auctioned. The identification and description of items on the brochure is for convenience only. Known defects may be identified in the brochure, but typographical errors, omissions, conditions may exist. Bidders are strongly encouraged to visually inspect all items prior to bidding. DSS is not responsible for typographical errors and/or omissions.
- f. DSS may, in its sole discretion, add or withdraw any items before the auction. Where an item is removed from the brochure, those in attendance will be notified of the change at the commencement of the auction.
- g. Items are offered on an “as is, where is, and with all faults” basis. The items are offered with no guarantee, express or implied, including without limitation, the implied warranty of merchantability and fitness for a particular purpose.
- h. DSS does not provide fuel, gasoline, or mechanical assistance.

II. PREVIEW DAY

- a. The brochure will identify a “preview day” where bidders may inspect the items up for auction, generally, the day before an announced auction.
- b. On preview day only, items with a motor may be turned on to verify that they are operational. Moving items or tampering with items is strictly prohibited. Bidders may not turn on any items on the day of the auction.
- c. It is the bidder’s responsibility to identify, by careful personal examination of the items, the nature and extent of any and all defects.

III. BIDDER REGISTRATION

- a. All bidders must be registered to bid for each auction. DSS will complete all sales receipts and certificates of ownership (“titles”) in the name of the registered bidder only.
- b. DSS will open for bidder registration at 8:00 a.m. on the date of the auction. Bidders may register during preview day or immediately prior to the auction. A bidder must be registered before participating in the auction.

- c. Registration requires a driver’s license or official government-issued photo identification. All registered bidders will be assigned a unique identification number for that day’s auction.
- d. Bidders may leave cash, certified checks, or money orders on account at registration for the purpose of placing bid deposits throughout the course of the auction (“Bid Fund”). Bidders must expressly request the Bid Fund, or a portion thereof, be applied to cover each required bid deposit immediately following each sale. DSS will not automatically apply the Bid Fund to cover a bid deposit.
- e. If the bidder creates a Bid Fund, but does not purchase any items at the auction requiring a bid deposit, or where an unused balance remains in the Bid Fund after the auction, the balance of the Bid Fund will be returned to the bidder at the auction upon request, or via certified check sent to the address the bidder provided upon registration. No change of address will be permitted.

IV. AUCTION DAY

- a. All auctions will take place at DSS on Saturday mornings, as announced in advance on DSS’ website. The auction will begin promptly at 9:00 a.m.
- b. Bidders have the responsibility for making distinct, clearly recognizable bids. Only bids from registered bidders shall be valid. All bidders agree that bids made during an auction are firm and irrevocable. Bids do not include any applicable taxes or fees.
- c. All bids shall be arrived at independently without collusion, consultation, communication, or agreement with any other potential bidder for the purpose of restricting competition.
- d. Sale will be made to the highest bidder, subject to these Standard Terms and Conditions.
- e. Immediately following the announcement of a winning bid, the successful bidder must place a bid deposit either in cash, money order, or certified check for \$150.00 or 10% of the total amount of the bid, whichever is greater. The bidder may apply all or a portion of the Bid Fund created at registration, if any, to cover the required bid deposit. The item may be purchased outright. Personal checks, company checks, and credit cards will not be accepted.
- f. ONCE APPLIED TO A SALE, ALL BID DEPOSITS ARE NON-REFUNDABLE.
- g. The bidder will be provided a partially completed sales receipt at the time the bid deposit is placed. Once the full balance is paid, the bidder will be provided the keys and a completed title for the item(s), if applicable, and a completed sales receipt. Sales receipts and titles shall be printed in the name of the registered bidder. NO CHANGES SHALL BE MADE TO THE SALES RECEIPT OR TITLE UNDER ANY CIRCUMSTANCES.

- h. The Director of the Division of Purchase and Property or the designated DSS representative (“Director”), reserves the right to accept or reject any or all bids in the best interest of the State, including bids under which a bidder would take unfair advantage of the State or other bidders. The Director reserves the right to waive any technical defects in bids. Sales shall be made at the discretion of the Director.
- i. ALL SALES ARE FINAL. NO RETURNS OR ADJUSTMENTS SHALL BE PERMITTED UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, DEFECTS OR CONDITIONS WHETHER OR NOT INSPECTION COULD HAVE REVEALED THE DEFECT OR CONDITION.
- j. In the event of an irregularity, misunderstanding, or other issue occurring during an auction, the auctioneer has the discretion to void all bids and re-start the auction.

V. POST-AUCTION

- a. Where not purchased outright at the auction, items must be paid for in full by 3 p.m. on the Friday following the auction date. **BALANCES MUST BE PAID BY CERTIFIED CHECK OR MONEY ORDER ONLY. CASH, PERSONAL CHECKS, COMPANY CHECKS, AND CREDIT CARDS SHALL NOT BE ACCEPTED.**
- b. To complete the sale after the auction date, bidders must bring the partially completed sales receipt issued by DSS on the day of the auction. After full payment, sales receipts and the ownership certificate (bill of sale) shall be completed in the name of the registered bidder. **NO CHANGES SHALL BE MADE TO THE SALES RECEIPT OR OWNERSHIP CERTIFICATE (BILL OF SALE) UNDER ANY CIRCUMSTANCES.**
- c. Bidders must pay for all items in full, including any outstanding fees, if any, before removing the items from DSS. Bidders must make all arrangements necessary for packing, removal, and transportation of items.
- d. The risk of loss passes to the bidder at the time the items are paid for in full. In the event of a loss prior to full payment, the State’s liability is limited to a refund of the bid deposit.
- e. Items should be removed from DSS by 3 p.m. on the Friday following the auction date to avoid the assessment of storage fees.
- f. Any item not picked up by 3 p.m. on the Friday following the auction date will be charged a storage fee of \$40 per item. Storage fees will be assessed for each calendar day, starting the Saturday following the auction date and including the day the item is picked up from DSS. Bidders must pay all storage fees in full before removing the item from DSS.
- g. Failure to pay the balance due, including assessed storage fees, by 3 p.m. on the second Friday following the auction date (thirteen (13) calendar days from the auction, including the auction date), shall result in the forfeiture of the bid deposit and any additional payments made thereon, and forfeiture of all claims to the item. Forfeited items will be listed for a future auction.

- h. Where a bidder fails to remove an item from DSS after paying for the item in full, the item shall be declared abandoned. Abandoned items will be impounded by the police and towed from the premises.

VI. STANDARD TERMS AND CONDITIONS

- a. All sales shall be governed and construed, and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey including, where applicable, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.
- b. Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of the items at the State’s cost is specifically authorized in writing by the Director), the State’s liability, in any case where liability of the State has been established, shall not exceed the refund of such portion of the purchase price as the State may have received.
- c. It is the bidder’s responsibility to ascertain and comply with all applicable Federal, State, and local laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the items. Bidders are not excused from any violation of such laws or regulations either because the State is a party to this sale or has had any interest in the items at any time. Bidders are responsible for reporting and paying all applicable federal, state, or local taxes and fees.
- d. DSS reserves the right to eject from the auction, bar from future auctions, or deny the privilege to bid, any bidder for illegal and/or disruptive behavior or for not following the rules of the auction as set forth in these Terms and Conditions. Debarment from future auctions will only be upon written notice to the bidder at the address provided upon registration, with an opportunity to respond.