

WILBRAHAM FIRE DEPARTMENT

SURPLUS BIDS GENERAL SALES TERMS AND CONDITIONS

1. ALL ITEMS ARE OFFERED FOR SALE "AS IS WHERE IS". THE DESCRIPTION IS BASED ON THE BEST AVAILABLE INFORMATION BUT THE TOWN MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESSED OR IMPLIED AS TO QUALITY, QUANTITY, KIND, CHARACTER, WEIGHT, SIZE OR DESCRIPTION OF THE ITEMS.
2. CONDITIONAL BIDS WILL NOT BE ACCEPTED.
3. PAYMENT IS TO BE MADE BY MONEY ORDER OR CERTIFIED CHECK PAYABLE TO THE "TOWN OF WILBRAHAM" AT TIME OF PICKUP.
4. REMOVAL OF ANY AND ALL ITEMS / EQUIPMENT IS TO BE MADE WITHIN 7 (7) BUSINESS DAYS AFTER BID AWARD.
5. THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WHOLLY OR IN PART, AND TO MAKE AWARDS IN A MANNER DEEMED IN THE BEST INTERESTS OF THE TOWN.
6. ALL SALES ARE FINAL.
7. IT IS UNDERSTOOD AND AGREED THAT IT SHALL BE A MATERIAL BREACH OF ANY CONTRACT RESULTING FROM THIS BID FOR THE CONTRACTOR TO ENGAGE IN ANY PRACTICE WHICH SHALL VIOLATE ANY PROVISION OF MASSACHUSETTS GENERAL LAWS, CHAPTER 151B, RELATIVE TO DISCRIMINATION IN HIRING, DISCHARGE, COMPENSATION, OR TERMS, CONDITIONS OR PRIVILEGES OF EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGIOUS CREED, NATIONAL ORIGIN, SEX, AGE OR ANCESTRY.
8. BIDDER CERTIFIES UNDER THE PENALTIES OF PERJURY THAT THIS BID HAS BEEN MADE AND SUBMITTED IN GOOD FAITH AND WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS CERTIFICATION, THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION, COMMITTEE, CLUB, OR OTHER ORGANIZATION, ENTITY, OR GROUP OF INDIVIDUALS.
9. ALL COMMUNICATION REGARDING THE WINNING BID WILL BE VIA EMAIL AS IT IS PUBLIC RECORD.
10. PICKUP FOR ITEMS IS BETWEEN 8AM and 4PM LOCAL TIME.