



TOWN OF ORANGE 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 CITY 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 CASH, OR MONEY ORDER PAYABLE TO THE TOWN OF ORANGE AND PRESENTED TO THE SANITATION DEPARTMENT AFTER RECEIPT OF AWARD NOTICE FROM THE TOWN.
4. REMOVAL OF ANY AND ALL ITEMS / EQUIPMENT IS TO BE MADE WITHIN TEN (10) BUSINESS DAYS AFTER THE BID IS AWARDED AND PAYMENT IS MADE TO THE TOWN. THE TOWN WILL ISSUE A RELEASE LETTER UPON RECEIPT OF PAYMENT. DO NOT SHOW UP AT THE DEPARTMENT LOOKING TO MAKE PAYMENT OR PICK UP ANY ITEMS UNTIL RECEIPT OF THE RELEASE LETTER FROM THE PURCHASING DEPARTMENT.
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.