



**TOWNSHIP OF LANARK HIGHLANDS**  
TENDER PW 2018-04

**Sale of Surplus Equipment**

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Name of Firm or Individual

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Address

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Telephone and Fax Number

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Email Address

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Name of Person Signing for Firm

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Position of Person Signing for Firm

TENDERS RECEIVED BY:

**Thomas McCarthy,**  
**Superintendent of Public Works**

Township of Lanark Highlands  
75 George Street, P.O. Box 340  
Lanark, Ontario  
K0G 1K0

Telephone: (613) 259-2398 Ext. 239

FAX: (613) 259-2291

*Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the Clerk Administrator at the address indicated above.*

The Contractor has carefully examined the provisions, specifications and conditions attached to this bid and has carefully examined this contract and the bidder understands and accepts the said provisions and conditions, and for the prices set forth in this sealed bid.

All pages of this document shall be returned with the bid submission, and all pages of this document shall be initialed by the bidder in the space provided.

BY: \_\_\_\_\_  
(Name of Firm or Individual – Contractor)

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

Telephone: \_\_\_\_\_

## **Submission Requirements**

a) One copy of the bid shall be submitted in a sealed envelope clearly marked with the bid number and title (enclosed):

Sealed Bid # 2018-04

Sale of Surplus Machinery

b) Bids must be addressed to Thomas McCarthy, Acting Road Superintendent The Township of Lanark Highlands, 75 George St. Lanark, Ontario K0G 1X0, and must be received by the Township no later than the Closing Date and Closing Time of:

10:00 am (EASTERN STANDARD TIME)

On

October 25th, 2018

c) The use of any means of delivery of a bid shall be at the risk of the Contractor.

d) Before being placed in the bid box, the Proposal will be marked by the Clerk Administrator, or designate, with the time and the date that the Tender was received.

e) On the Closing Date, commencing at 10:15 a.m., the bid envelopes will be opened and the names of the Individuals that have submitted bids will be recorded by the Opening Committee in the Township office. Following the public opening, the bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.

f) The Township will not accept a response to this bid by facsimile or other electronic device.

g) All bids must be clearly written or typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.

h) Late bids will be returned unopened.

## **Any Communications**

Any communications regarding this bid must be addressed to the attention of Thomas McCarthy, Acting Superintendent of Public Works.

## **Withdrawal or Revision of Bids**

a) An individual may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time.

b) An individual may withdraw his or her bid at any time up to the official closing time by letter bearing his or her signature and seal as in his or her bid submitted to the Clerk Administrator. This letter shall supersede and invalidate all bids previously submitted by the individual.

### **Alterations or Variations**

No alterations or variations of the Agreement shall be valid or binding upon the Township of Lanark Highlands unless authorized in writing.

### **Accuracy of Tender and Related Documents**

The Township has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this bid, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Township will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall individuals rely on any oral statement by the Township or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Township is subject to the provisions of this section.

### **Oral Explanation or Interpretation**

No oral explanation or interpretation by the Township shall modify any of the requirements or provisions of the Document.

### **Due Diligence**

Individuals are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their bid.

### **Addendum**

By the issuance of a cancellation or addendum, the Superintendent may cancel the Sealed Bid, revise, delete, add to or substitute any part of the Document; extend the Closing Date, or provide an explanation or interpretation.

### **Costs**

The Township will not be responsible for any costs incurred by a Individual in preparing and submitting a bid.

## **Non-Lobby**

If any Superintendent, Road Foreman, employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Clerk Administrator, Superintendent of Public Works, officer, employee or agent of the Township, the media, or consultants to the Township, with the exception of the contact listed under Any Communications above, whether before or after the submission of the Proposal, the Township will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to any Township committee.

## **Viewing**

Vehicles can be viewed Monday to Friday from 8-4 at 650 7<sup>th</sup> Concession Darling.

## **TERMS OF REFERENCE**

### **REGULATIONS AND LAWS**

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to removing the vehicle from Township property.

### **PAYMENT**

Payment shall be made by the individual prior to receiving ownership of said vehicle (no invoicing).

### **WITHDRAWAL**

The Township reserves the right to withdraw, at its discretion, this bid at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

### **INDEMNITY**

The successful bidder shall indemnify and hold the Township harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether wilful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

# Schedule A

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## Bid Form

The following surplus equipment are being sold in an “**AS –IS**” condition, do not have a current safety and should not be considered for use on publicly traveled roads. Vehicles are to be picked up (Township will not be responsible for delivering vehicle) from the Public Works Garage in Middleville.

Vehicle	Make	Bid
2007	International	
2007	Mack	

Bidder's Name	
Bidder's Address	
Bidder's Phone Number / e-mail	
Bidder's Signature	

**The Township of Lanark Highlands reserves the right to reject all bids at any time.**