

Issue date:	June 23, 2025
Closing date and time:	June 30, 2025 before 3:00 pm Pacific Time.
Submit bid to:	The Sunshine Coast Regional District , 1975 Field Road, Sechelt BC V7Z 0A8 or email address: <u>submissions@scrd.ca</u>
Contact for	Coco Kao, Buyer and Risk Analyst
questions:	purchasing@scrd.ca
	Any questions should be submitted in writing. Enquiries and responses will be recorded and may be distributed to all bidders at the Regional District's discretion.
Viewing:	The equipment is not available for viewing.
How to respond:	Please respond by providing a bid for each of the surplus the items that you wish to purchase by completing pages 1 of this document. Bidders do not have to bid on all surplus items.
	Bids should be submitted on this form and may be sent in hard copy or emailed. The
	Regional District will not be responsible to provide paper copies of the submittal
	form, it is the bidder's responsibility to download and print the document.
	Terms and conditions are on page 3.
Award:	The Regional District will award each surplus item individually.
Pickup Locations:	5920 Mason Rd, Sechelt, BC V0N 3A8
Delivery:	Items are F.O.B. Sechelt, BC. The Purchaser will be required to remove the item from the property upon conformation of purchase. Person(s) picking up the item must have a copy of receipt of payment in order to pick up property.

NO.	DESCRIPTION	QTY	BID \$
1	2008 Husqvarna AWD Mower	1	\$
Total Bid Amount:			\$

By submission of a bid the Purchaser to be bound by the terms outlined in this request for asset disposal.

BIDDER INFORMATION		
Name & title of individual		
Address		
Phone and fax numbers	PH	F
Email address		

Signature

Date

Terms and Conditions

1. Definitions:

^{"Auction"} means the competitive process employed by the Regional District to determine a Purchaser of the Goods.

"Goods" means the goods offered for the sale in the Auction by the Regional District through BC Bid.

"Purchaser" means the party or parties that have legal capacity to enter into a contract, who were the successful bidders of the Goods in Action and who agreement to make payment and take title of the goods.

"Seller" or ["]Regional District" means Sunshine Coast Regional District.

"Website" means BC Bid or the Regional Districts website.

2. Obligation to Complete Transaction:

You are obligated to complete the transaction if you are the Purchaser of the Goods at the close of the Auction.

3. Agreement:

This "Conditions of Sale" document, together with Regional District Sales Receipt, constitute the entire agreement with respect to the Goods purchased between the Purchaser and Regional District. Time will be deemed to be of the essence in all respects.

4. Adjustments and Withdrawals:

The Regional District reserves the right to withdraw from sale any Goods which have not been removed by the Purchaser without incurring any liability except as provided in this paragraph. If, through withdrawal, loss or error, the Goods cannot be transferred to the Purchaser, the Regional District's liability will be limited to a refund of the purchase price, or such portion as the Regional District, in its sole discretion, determines to be equitable.

5. Condition of Goods

The Goods are offered for sale **"as is"**. The description of property for sale is based on the best available information. However the Regional District makes no representations or warranties, expressed or implied, as to the quantity, kind, character, quality, weight, size or description of the Goods, or the condition, performance, merchantability or fitness for any use or purpose.

It is the Purchaser's responsibilities to make all necessary inquiries regarding the Goods. The Purchaser is deemed to have relied entirely on the purchaser's own inspections and evaluation.

6. Title and Ownership

Unless otherwise noted in these Conditions of Sale, title to and ownership of the Goods sold will transfer to the Purchaser as and when payment is received and the Goods are removed.

7. Payment:

- a) The Purchaser shall make all payments as set out in the Auction and in accordance with these Conditions of Sale. When a date of payment has not been specified within the description of the Goods as set out in the Auction, then payment shall be required within three (3) business days, as stated in the email notification be sent to a Purchaser on acceptance of the offer by the Regional District and prior to any removal of any Goods. Payment shall be in the form of cash, certified cheque or bank draft, credit card (Visa and Master Card only), or bank debit card or as otherwise set out in the Auction. All payments must be in Canadian funds.
- Payments over \$9,999.99 are subject to payment in full by certified cheque or Canadian bank draft, or as otherwise set out in auction details.
- c) All sales will be subject to the Goods and Services Tax and Provincial Sales Tax as applicable at the time of the sale in accordance with the Excise Tax Act.

8. Failure to Remit Payment

If the Purchaser's offer is accepted by the Regional District, and for whatever reason the Purchaser fails to remit payment in accordance with these Conditions of Sale, the Regional District may cancel the sale, resell the Goods and the bidder:

- a) forfeits the Goods and any money paid to the Regional District; and
- b) is responsible for any deficiency and all costs (including advertising, handling and storage) associated with re-selling the Goods. In addition, the Regional District retains the right to remove the Purchaser's name from the bidders list and refuse any further bids on the Website from the Purchaser.

9. Removal

Unless otherwise provided in the description of the Goods in the Auction, the Purchaser, upon acceptance of the Purchaser's offer by the Regional District will at Purchaser's expense, pack, load, and remove the Goods within five (5) business days after receiving notice that the Goods are ready for removal.

10. Failure to Remove

Should the Purchaser fail to remove the Goods in accordance with these Conditions of Sale, in addition to any other remedies, the Regional District may cancel the sale, resell the Goods and the bidder:

- a) forfeits the Goods and any money paid to Regional District; and
- b) is responsible for any deficiency and all costs (including advertising, handling and storage) associated with re-selling the Goods. In addition, Regional District retains the right to remove the Purchaser's name from the bidders list and refuse any further bids on the Website from the Purchaser.

11. Identification

In order to pick up the auction item the Purchaser must present the Regional Districts paid Sales Receipt along with:

- a) One piece of Government issued ID that shows the Purchaser's picture, name, address and signature together (examples: Valid Driver's License, Passport); and
- b) one of the following in the name of the Purchaser: Health Care Card, Credit Card, Debit Card, Employee ID Card, Social Insurance Number Card.

12. Damage to Property:

The Purchaser will be responsible for any damage to property resulting from the removal of the Goods sold.

13. Limitation of Liability

The Regional District is not responsible for any claims, demands or actions of any nature that may be suffered by the Purchaser, the Purchaser's employees, subcontractors or agents, in relation to the Goods including the sale, handling, removal, use, dismantling, decontamination or destruction of the Goods. The Purchaser agrees to hold harmless the Regional District and its employees, subcontractors and agents for any and all claims, demands and actions, in relation to the Goods, for which the bidder is legally responsible, including those arising out of the negligence or willful harm of the Purchaser, the Purchaser's employees, subcontractors or agents.

14. Tie Bids

In the case of ties, the tied bidders will be requested to submit a best and final bid to break the tie.

15. Freedom of Information & Privacy Act

All documents submitted in response to this request shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act.* For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

16. Additional Conditions

Any additional conditions that apply to this sale will either be contained in the description of the Goods as set out in the Auction or may be appended to these Conditions of Sale as Appendix 'A'.

Appendix 1 Photos & Additional Details

Assets are sold AS IS WHERE IS. Bidders are invited to bid with the information provided

Removed from service - Unknown Condition when removed from service - Does not operate Current condition - Does not operate Reason for being auctioned - Scheduled for replacement Maintenance Schedule (while in service) - As required Fuel - Gas Engine information - N/A Drive-train - 4 x 4 Size/Dimensions - 640 x 480 Notable / Details - NA Known issues - Sitting and Seat sensor issues.

