

# SEALED BID FORM SHEET

## Glenwood Telephone Company

Accepting sealed bids for the following equipment until 5:00pm (EST), Thursday, August 9, 2018, at the GTC business office at 22 West Fourth Ave, Glenwood GA 30428. Bids will be opened at 11:00am EST on Friday, August 10, 2018 at the GTC business office at 22 West Fourth Ave, Glenwood GA 30428.

### BIDDING ITEM:

1993 Ditch Witch 5110DD (Serial No: 5K0636)– Tractor Combo with A420 Backhoe & A450 Trolley (751.6 Hours). Also includes 1999 Ditch Witch Trailer 14000 # Axle (5B7331535X1004474).

SALE # DitchWitch.

LOCATED AT (FOR INSPECTION): Glenwood Telephone Company 22 West 4<sup>th</sup> Ave, Glenwood GA 30428.

MINIMUM SELLING PRICE: \$10,000.

### SEALED BID TERMS AND CONDITIONS:

**BIDS:** Only one bid per envelope. Each bid shall be in sealed envelope. Bid envelope shall be clearly marked with words, "SEALED BID", followed by the Sale # which is listed at the top of the advertisement. Each bid envelope shall be received at the address listed on the advertisement by 5:00 p.m. of bid closing date.

**ITEM CONDITION:** All items advertised by the Glenwood Telephone Company ("GTC") for sale by bid are sold as is, where is and with all faults. Except for GTC's warranty that it has good title to the items, GTC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Although the descriptions of items are believed to be correct, GTC makes no warranties as to such descriptions and shall not be responsible for any errors or omissions in such descriptions. Bidder acknowledges that all items were made available for inspection, and that GTC encourages all bidders to carefully inspect each item to determine such item's nature, quality and condition. Bidder's failure to inspect, or to otherwise become fully informed as to the nature of any item, will not constitute grounds for any claim, adjustment, refund, or termination of sale.

**TERMS OF SALE:** The successful bidder shall be provided a written Notice of Award within 10 business days after bid closing date. Within 10 business days from date of Notice of Award, the successful bidder must make full payment with cash or cashier's check made payable to GTC, and remove the item from GTC's premises. Payment must be made before items can be claimed and removed. Title for items and risk of loss for such items shall pass from GTC to bidder at the time of GTC's receipt of payment for such items, and after such time bidder shall

have the sole responsibility for safeguarding, maintaining and insuring such items and shall bear all risk of items for such items.

**FINANCING:** The sale will be a cash sale and not be contingent on financing of any kind.

**DEFAULT OF SALE:** If the successful bidder fails to pay for any item within the specified time period, such bidder shall forfeit their claim to the item and shall not be eligible to bid on future items. If a bidder timely pays for an item but fails to remove that item from GTC’s premises within the specified period, such bidder shall forfeit their claim to the item, and GTC may retain as liquidated damages, and not as a penalty, any payments received from bidder for such item. If bidder forfeits claim to any item pursuant to this paragraph, GTC may, at its discretion, offer the item to the next highest bidder by providing a Notice of Award to such bidder, in which event the deadlines for payment and removal specified herein shall apply to such bidder.

**INDEMNITY AND RELEASE OF LIABILITY:** Bidder agrees to indemnify, defend and hold harmless GTC and its employees, members, agents and representatives from and against any and all claims, losses, damages, liabilities, judgments, fees, costs and expenses (including reasonable attorneys’ fees and expenses) arising from or relating to: (a) bidder’s removal of any item from GTC’s premises; (b) bidder’s use of any item for which it is the successful bidder; (c) any negligence or willful misconduct of bidder or its employees or contractors; and (d) bidder’s failure to comply with these terms and conditions. Bidder hereby releases GTC and its employees, agents and representatives from any and all liability and waives any claims it may now have or which it may have in the future against them which, either directly or indirectly, are in any way connected with or arise out of bidder’s removal or use of the items. In no event shall GTC be liable for incidental, indirect, consequential, punitive or special damages of any kind whatsoever.

**MISCELLANEOUS:**

BIDS MUST BE SUBMITTED ON THE REQUIRED FORMS WITH NO ALTERATIONS / CHANGES ACCORDING TO THE PROCEDURES DESCRIBED HEREIN. GTC may indicate a minimum bid amount, or elect not to set a minimum bid amount. GTC retains the right to withdraw items offered for sale at any time up to the Notice of Award should GTC determine the sale of the item is not in its best interests. GTC reserves the right to reject any or all bids, or to waive any irregularities or defects found therein, in its sole discretion.

**BID:**

BIDDER’S NAME: \_\_\_\_\_ .

BIDDER’S PHONE \_\_\_\_\_ .

BIDDER’S MAIL ADDRESS: \_\_\_\_\_ .

BID AMOUNT (U.S.D.): \_\_\_\_\_ .

By signing below, I acknowledge and agree that I have read, understand and will comply with the above-stated terms and conditions and will timely provide payment in full for said item listed above and timely remove such item from GTC’s premises if I am the successful bidder.

BIDDER’S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Bid forms are available online at [www.gtconline.com](http://www.gtconline.com) or at the GTC Business office at 22 West 4<sup>th</sup> Ave Glenwood, GA 30428.