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|  **CLOSING DATE** **January 8th, 2020** **3:00 pm**  |

**Village of Bancroft, Michigan** **SEALED BID** Surplus Property |

**Bid Agreement Form**

# (Must be completed and attached to the Bid Sheet)

 I (the “Buyer”) agree to purchase the items for which I have entered bid amounts in the “Amount Bid” column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I understand that by bidding, I am making an enforceable offer to contract for the items bid, and I am agreeing to buy what I bid on in an “**AS IS, WHERE IS” CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR**

**IMPLIED**. My signature below certifies that I have read this statement and agree to all terms and conditions of sale contained or referenced in this document. If I do not comply with these requirements, my bid will be rejected. If I fail to honor the purchase of these items, I acknowledge that the Village may pursue legal action for specific performance of the contract.

**THE VILLAGE OF BANCROFT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, SIZE, OR DESCRIPTION OF THE PROPERTY OFFERED, OR ITS FITNESS FOR ANY USE OR PURPOSE**. Refunds or exchanges are not allowed and will not be considered. By your signature, you are agreeing to purchase the items you bid on in an “as is, where is” condition with all faults, whether revealed or not. You also acknowledge that The Village of Bancroft is excluding all implied warranties under the Uniform Commercial Code, or similar laws, including without limitation, the fact that the implied warranties of merchantability and fitness are expressly excluded. **The Village reserves the right to reject any or all bids and to waive any informalities.**

**INSPECTION OF PROPERTY:** The property offered may be inspected by contacting Mitch Terpening, Public Works Director, at (517) 404-7871 between the hours of 8:00 am to 2:00 pm to arrange an appointment.

**BID SUBMITTAL:** Bids must be signed by an authorized signatory of the bidder, and be delivered by mail or in person in a sealed envelope (after hours drop box in door on West end of building) not later than the bid closing date shown on the face of this document to the Village of Bancroft Michigan, 120 Warren Street, Bancroft, Michigan, 48414, attention: Sealed Bid – Sale of Surplus Property. Bids e-mailed or otherwise electronically submitted cannot be accepted and will be rejected.

**BID OPENING:** Bids will be opened at Village Office, 120 Warren Street, Bancroft Michigan at 5:00 pm on October 31, 2020. Bidders are not required to be present at the bid opening. Successful bidders will be notified by telephone, facsimile machine, e-mail, or U.S. mail.

**BID AWARD:** Bids will be reviewed and awards made or bids rejected at the Village Council meeting on January 8th, 2020.

**PAYMENT AND REMOVAL OF PROPERTY:** Payment is by cash, cashier’s check, certified check or money order made payable to the Village of Bancroft, Michigan. Full payment must be received and the property removed from Village premises at the buyer’s expense not later than 3:00 pm, Friday, January 10th, 2020. The Village may reclaim ownership of any item not removed by that time. Security and other building or access restrictions may apply to the removal of the property, and must be coordinated by the bidder with Mitch Terpening at (517) 404-7871 during normal business hours. The buyer is responsible for providing proper safety devices and equipment, licenses and permits to meet all government safety standards and legal operating requirements, and for insuring awarded items against risk of loss while they remain on Village premises and throughout the removal process. The Buyer agrees to provide adequate liability insurance while on Village property for the purpose of removal of goods, and will indemnify and hold harmless Village, its agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys’ fees, arising out of their presence on Village property for the purpose of removing purchased goods, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including losses of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Buyer, anyone directly or indirectly employed by the Buyer or anyone for whose acts the Buyer may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**I CERTIFY** THAT I HAVE READ this bid solicitation document carefully and agree to abide by all of the terms and conditions contained or referenced herein:

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(Print name above) (Print address above) (the Buyer)

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 (Telephone #., incl. area code) (Print e-mail address above) (Date)

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 (Signature) (Corporate officer title, if appropriate)

 (the Buyer)

# Bid Sheet

**(Must be completed and attached to the Bid Agreement Form)**

 **ITEM BID AMOUNT**

 1999 Dodge Ram 2wd Pickup Truck $\_\_\_\_\_\_\_\_\_\_

 **Total of all Bid Amounts: $\_\_\_\_\_\_\_\_\_\_\_**

 Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Must match Bid Agreement Form)