

# Sealed Bid Form

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Bidder understands and agrees to the following:

1. Bidder has visited and inspected the subject Equipment or has expressly waived the opportunity to inspect.
2. Bidder has read and is bound by the TERMS OF SALE attached hereto upon signature of this Sealed Bid Form.
3. Bidder is making the offer on the Equipment being sold based on their own investigation and due diligence.
4. Bidder understands that acceptance of any/all sealed bid offer(s) is at the discretion of the respective Seller and its agent.
5. Bidder must remit funds for 100% of the agreed upon bid amount, **plus a 10% Buyer's Premium**, plus any applicable taxes within twenty-four hours of the receipt of an invoice indicating that Bidder's bid(s) have been accepted. The bid amount plus the Buyer's Premium shall constitute the purchase price ("Purchase Price"), which shall establish the basis for any taxes (if applicable).
6. Bidder understands sealed bid offer is to be received on or before 5:00PM CST on October 6, 2023. This offer can be submitted via email to [jhughes@hyperams.com](mailto:jhughes@hyperams.com).

## Bid Deadline is October 6, 2023, 5pm CT

### Sealed Bid Auction of equipment surplus to ongoing operations of Rumpke Waste & Recycling and Permian Excavating

Bidder's Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Business Telephone \_\_\_\_\_  
Cellular Telephone \_\_\_\_\_  
Email \_\_\_\_\_

Total purchase price for all items on bid list: \$ \_\_\_\_\_

Notes (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby submit the above bid and understand and agree to the terms and conditions as set forth in this Sealed Bid Form consisting of four (4) pages.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

Initial \_\_\_\_\_

Please return a copy of this Sealed Bid Form with each page initialed indicating your acknowledgement of its contents.

# Bid List of Equipment

Lot #	Description	Location	Bid Amount	Buyer's Premium (10%)	Purchase Price
1	2019 Caterpillar 390FL Excavator, 72" bucket, 11' stick, cab, heat, A/C, 36" tracks, counterweight, back up camera, 18921 hours SN: CAT0390FPHNG00260	Kermit, TX	\$	\$	\$
2	2021 Caterpillar 988K XE Front Loader, 10-yard bucket, cab, heat, A/C, 35/65R33, back up camera, 7733 hours, SN: CAT0988KCE8X00624	Odessa, TX	\$	\$	\$
3	2019 Volvo A60H Articulated Hauler, cab, heat, A/C, bed, 33.25R/29, back up camera, tailgate, 11677 hours SN: VCEOA60HT00350037	Howard County, TX	\$	\$	\$
4	2018 Volvo A60H Articulated Hauler, cab, heat, A/C, bed, 33.25R/29, back up camera, 12597 hours SN: VCEOA60HE00340041	Cincinnati, OH	\$	\$	\$
5	2018 Volvo A60H Articulated Hauler, cab, heat, A/C, bed, 33.25R/29, back up camera, 12260 hours SN: VCEOA60HH00340040	Cincinnati, OH	\$	\$	\$
6	2018 Volvo A60H Articulated Hauler, cab, heat, A/C, bed, 33.25R/29, back up camera, tailgate, 10648 hours SN: VCE0A60HL00340117	Tomah, WI	\$	\$	\$
7	2018 Volvo A60H Articulated Hauler, cab, heat, A/C, bed, 33.25R/29, back up camera, tailgate, <b>THIS UNIT NEEDS NEW DROP BOX</b> SN: VCEOA60HH00340118	Kermit, TX	\$	\$	\$
Totals			\$	\$	\$

Initial \_\_\_\_\_

**TERMS OF SALE for a sealed bid auction of equipment surplus to ongoing operations of Rumpke Waste & Recycling and Permian Excavating:**

1. DEFINITIONS: Terms used throughout this document (“Sealed Bid Form”) shall have the following meanings:
  - a. HYPERAMS, LLC (“Auction Company”)
  - b. The person(s) executing this document and offer (“Bidder”)
  - c. A Bidder becomes the purchaser (“Buyer”) of the Equipment upon the acceptance of the bids submitted with this Sealed Bid Form
  - d. A 10% additional fee being added to the Buyer’s bid (“Buyer’s Premium”) the combination of these two constituting the purchase price (“Purchase Price”)
  - e. The subject assets of this offering (“Equipment”)
  - f. Permian Excavating and Rumpke Waste & Recycling (“Seller” or Sellers”)
  - g. Other terms may be defined in their respective sections.
2. IDENTIFICATION: All Bidders are required to provide all information on this form including: name, company name (if applicable), mailing address, business and cellular telephone numbers, email address.
3. SALES TAX: Buyer is responsible for any applicable sales and use taxes, or will otherwise supply Auction Company documentation and proof of exemption that is acceptable to the state in which Equipment is located, and as satisfactory to the Auction Company. Exemption documents shall be submitted with the Sealed Bid Form. For accepted bids lacking proof of exemption the applicable sales, TERP or other jurisdictional taxes shall be added to the final invoice based upon the Purchase Price of the Equipment.
4. BUYER’S PREMIUM: A Buyer’s Premium of 10% of the bid price will be added to the bid for each item to arrive at the total purchase price (“Purchase Price”).
5. REMOVAL: Buyer is solely responsible to provide any personnel, equipment or material needed to pick up and otherwise transport Equipment at their sole risk and expense.
6. AS-IS, WHERE IS: Although information has been obtained from sources deemed reliable, neither the Auction Company nor any respective Seller make any warranty or guarantee, expressed or implied, as to the accuracy of the information herein contained or in any advertising, nor the fitness for duty of any of the Equipment. All Equipment is being sold “AS IS, WHERE IS, WITH NO EXCEPTIONS.”
7. INSPECTION: Bidder acknowledges the opportunity to inspect any/all Equipment is strongly encouraged and has been offered. A decision to not inspect the Equipment prior to submitting bid(s) is made at the risk and sole discretion of the Bidder/Buyer. There will be no adjustments to price in any way, for any reason whatsoever once any bid(s) have been accepted.

8. NON-DELIVERY: If for any reason any Equipment shall become non-deliverable, neither the Auction Company nor the respective Seller shall be held liable for non-delivery, or for any other matter or thing, to any Buyer of any Equipment, other than for the return to the Buyer of monies actually paid to Auction Company or the respective Seller for said Equipment. No adjustments will be made for any reason whatsoever after the respective Equipment has left the Seller(s) site(s).
9. MANNER OF PAYMENT: All payments must be made by wire transfer only, in full to HYPERAMS, LLC within 24 hours of the Auction Company invoicing accepted bids.
10. INDEMNIFICATIONS: All persons are inspecting, bidding and removing Equipment at their own risk and liability without recourse on the Auction Company or the respective Seller(s). Further the undersigned and their employees or agents agree to hold Auction Company, the respective Seller(s), and their agents and employees harmless from any and all claims of any kind or type. Buyer hereby agrees to defend, indemnify and hold harmless Auction Company, the respective Seller(s), their directors, officers, employees and other agent representatives from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations and expenses, including attorney's fees, incurred or suffered by such person arising from, by reason of, or in connection with any loss, damage or injury to person or property arising from, by reason of or in connection with the Equipment sold hereunder.
11. CURRENCY: All sales are in US Dollars.
12. AUTHORITY: By agreeing to these terms and conditions, Bidder attests to the authority and shall be binding its respective company, themself (as an individual and/or employee) and any agents or persons who conduct business using their name and/or under their employment or control. This includes liability as to payment and all disclaimers.
13. ARBITRATION: Any controversy or claim arising out of or related to this Sealed Bid Form, or any alleged breach of the terms hereof, shall be settled by arbitration in accordance with the rules, procedures, and regulations promulgated by the American Arbitration Association ("Arbitration Proceeding"). The arbitration hearing shall be held in the State of Illinois. The Parties hereby agree that the award rendered by the person conducting the Arbitration Proceeding ("Arbitrator") shall be final and non-appealable, and judgment may be entered upon the award in any court of competent jurisdiction. The Arbitrator shall not have the authority to award punitive damages against either Party. The Party who files notice of demand for an Arbitration Proceeding ("Initiator") must assert in such demand all claims then known to the Initiator against the other Party ("Respondent"), and the Initiator may amend its demands and claims only with the consent of the Arbitrator.
14. ADDITIONAL TERMS AND CONDITIONS: The Auction Company may add other terms and conditions of sale, such additional terms and conditions will be discussed directly with the Bidder with proper acknowledgement, and later amended to this document and the final invoice.